UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): October 13, 2023

NCR VOYIX CORPORATION
(Exact name of registrant as specified in its charter)

Commission File Number 001-00395

Maryland	**31-0387920**
(State or other jurisdiction of incorporation or organization)	**(IRS Employer Identification No.)**

864 Spring Street NW
Atlanta, GA 30308
(Address of principal executive offices, and zip code)

Registrant's telephone number, including area code: (937) 445-1936

NCR Corporation
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2 below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.01 per share	VYX	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter). Emerging growth company. Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry Into a Material Definitive Agreement.

On October 16, 2023 (the "Closing Date"), NCR Voyix Corporation, a Maryland corporation ("Voyix"), which, prior to the Name Change (as defined below) was known as NCR Corporation, entered into definitive agreements with NCR Atleos Corporation, a Maryland corporation, and, prior to the Spin-Off (as defined below), a wholly-owned subsidiary of Voyix ("Atleos"). The definitive agreements were entered into in connection with Voyix's previously announced plan to separate into two independent, publicly-traded companies, in a transaction in which Voyix will retain its Retail, Hospitality and Digital Banking businesses and spin off its Self-Service Banking, Payments & Network and Telecommunications and Technology businesses to Voyix's common stockholders (the "Spin-Off"). The definitive agreements entered into between Voyix and Atleos in connection with the Spin-Off set forth the terms and conditions of the Spin-Off and provide a framework for Voyix's relationship with Atleos following the Spin-Off, including the allocation between Voyix and Atleos of Voyix's and Atleos' assets, liabilities and obligations attributable to periods prior to, at and after the Spin-Off. These agreements include the Separation and Distribution Agreement (as described below), which contains certain key provisions related to the Spin-Off, as well as a Transition Services Agreement, a Tax Matters Agreement, an Employee Matters Agreement, a Patent and Technology Cross-License Agreement, a Trademark License and Use Agreement, a Master Services Agreement and a Manufacturing Services Agreement (each, as described below) (collectively, the "Separation Agreements").

Separation and Distribution Agreement

The Separation and Distribution Agreement sets forth Atleos's agreement with Voyix regarding the principal transactions necessary to separate Atleos from Voyix. It also sets forth other agreements that govern certain aspects of Atleos's relationship with Voyix after the Closing Date.

Transfer of Assets and Assumption of Liabilities. The Separation and Distribution Agreement identifies assets transferred, liabilities assumed and contracts assigned to each of Atleos and Voyix as part of the reorganization of Voyix. In particular, the Separation and Distribution Agreement provides that, subject to the terms and conditions contained in the Separation and Distribution Agreement:

- All assets constituting "Atleos Assets" will be retained by or transferred to Atleos or one of Atleos's subsidiaries. Atleos assets consist of, among other things, assets primarily related to the Atleos business, all rights, claims, causes of action and credits to the extent related to any assets or liabilities allocated to Atleos, certain owned and leased real properties designated as Atleos assets and certain subsidiaries of Voyix. All other assets of Voyix that are not Atleos assets will be retained by or transferred to Voyix. These retained assets include, among others, certain owned and leased real property, certain equity interests in certain investments and all rights, claims, causes of action and credits to the extent relating to any assets or liabilities allocated to Voyix. Atleos shall be entitled to retain a maximum of $436.3 million of cash and cash equivalents at the time of the Distribution (as defined below) (subject to an obligation pursuant to the Employee Matters Agreement to make a $136.3 million contribution to the U.S. pension plan following the Distribution), and will be required to repay any amounts it retains in excess thereof to Voyix following the Distribution. In the event that Atleos's cash and cash equivalents balance is less than $386.3 million (the "Cash Floor") at the time of the Distribution, Voyix shall make a cash payment to Atleos equal to the difference between Atleos's cash and cash equivalents balance at the time of the Distribution and the Cash Floor. In addition, in the event that Voyix's cash and cash equivalents balance is greater than $250 million at the time of the Distribution (less any amounts paid by Voyix pursuant to the preceding sentence), Voyix will be required to make a payment to Atleos for fifty percent (50%) of every dollar above such threshold, up to a maximum of $25 million; provided, that, at no time will Voyix make additional payments to Atleos which will result in it receiving more than $411.3 million in the aggregate between the amounts it holds at the time of the Distribution and amounts paid to it by Voyix pursuant to this obligation.
- Voyix will transfer to Atleos, and Atleos will assume, certain liabilities, whether accrued or contingent, and whether arising prior to, at or after the Distribution, including, among others, all liabilities to the extent relating to the Atleos business and/or the Atleos assets, 50% of certain shared environmental liabilities arising from conduct prior to the Distribution if Voyix's annual costs with respect thereto exceed $15 million, 50% of all liabilities of a divested or discontinued business that was divested or discontinued prior to the Distribution and liabilities relating to, arising out of or resulting from any registration statement or

similar disclosure document related to the separation (including Atleos's Registration Statement on Form 10 filed with the U.S. Securities and Exchange Commission (the "SEC") on August 3, 2023 and the Information Statement (as defined below)). Voyix will retain all other liabilities, including, among others, 50% of all liabilities of a divested or discontinued business that was divested or discontinued prior to the Distribution, the first $15 million of annual costs incurred in connection with certain shared environmental liabilities arising from conduct prior to the Distribution and 50% of any such costs thereafter and all indemnification obligations to current and former Voyix directors and officers.

- Except as otherwise provided in the Separation and Distribution Agreement, in any ancillary agreement, or otherwise agreed between Atleos and Voyix, Voyix will be responsible for all costs and expenses incurred on or prior to the Distribution by Voyix or Atleos in connection with the Spin-Off transaction (including, without limitation, costs and expenses relating to legal counsel, financial advisors, and accounting advisory work related to the separation) and that remain unpaid as of the Distribution, other than costs arising in connection with the financing transactions for Atleos's indebtedness.

The allocation of liabilities with respect to taxes, except for payroll taxes and reporting and other tax matters expressly covered by the Employee Matters Agreement, are solely covered by the Tax Matters Agreement.

Except as may expressly be set forth in the Separation and Distribution Agreement or any ancillary agreement, all assets are transferred on an "as is," "where is" basis and the respective transferees will bear the economic and legal risks that any conveyance will prove to be insufficient to vest in the transferee good title, free and clear of any security interest, that any necessary consents or governmental approvals are not obtained, and that any requirements of laws or judgments are not complied with.

Releases and Indemnifications. Except as otherwise provided in the Separation and Distribution Agreement or any ancillary agreement, each party releases and forever discharges the other party and its subsidiaries and affiliates from all liabilities existing or arising from or relating to any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Distribution, whether or not known as of the Distribution, including in connection with the transactions and all other activities to implement the separation or the Distribution. The releases will not extend to obligations or liabilities under any agreement between the parties that is not to terminate as of the Distribution. In addition, the Separation and Distribution Agreement provides for cross-indemnities that, except as otherwise provided in the Separation and Distribution Agreement, are principally designed to place financial responsibility for the obligations and liabilities of Atleos's business with Atleos and financial responsibility for the obligations and liabilities of Voyix's business with Voyix. Specifically, each party will, and will cause its subsidiaries and affiliates to, indemnify, defend, and hold harmless the other party, its affiliates and subsidiaries and each of its officers, directors, employees, and agents for any losses arising out of or otherwise in connection with:

- the liabilities each such party assumed or retained pursuant to the Separation and Distribution Agreement;
- the failure of a party to pay, perform or otherwise promptly discharge any liability assumed or retained pursuant to the Separation and Distribution Agreement in accordance with their respective terms; and
- any breach by such party, following the Spin-Off, of the Separation and Distribution Agreement or certain ancillary agreements.

Each party's aforementioned indemnification obligations are uncapped; provided that the amount of each party's indemnification obligations are subject to reduction by any insurance proceeds (net of premium increases) received by the party being indemnified. The Separation and Distribution Agreement also specifies procedures with respect to claims subject to indemnification and related matters. Indemnification with respect to taxes are governed solely by the Tax Matters Agreement.

Legal Matters. Except as otherwise set forth in the Separation and Distribution Agreement (or as further described below), each party to the Separation and Distribution Agreement will assume the liability for, and control of, all pending, threatened and future legal matters related to its own business or assumed or retained liabilities and will indemnify the other party for any liability arising out of or resulting from such assumed legal matters. The Separation and Distribution Agreement will further describe certain shared environmental liabilities, of which, notwithstanding Atleos's obligations to pay its portion of these shared liabilities, Voyix shall assume defense and responsibility for performing all remedial actions, subject to certain specified exceptions.

Non-Compete. The Separation and Distribution Agreement will include certain noncompetition obligations with respect to each of Atleos and Voyix, prohibiting them from engaging in certain future business and activities that relate to the business of the other party. Specifically, and subject to certain exceptions, for a period of three (3) years following the date of the Distribution, each of Voyix and Atleos will not directly or indirectly own, invest in, operate, manage, control, participate or engage in the business as conducted by the other party immediately following the Spin-Off, *provided* that Atleos shall be prohibited from providing certain installation and maintenance services for a further two (2) year period.

Dispute Resolution. Subject to certain exceptions, if a dispute arises with Voyix arising out of, in connection with, or in relation to the Separation and Distribution Agreement or any ancillary agreement or the transactions contemplated thereby, such other representatives as the parties may designate will negotiate to resolve any disputes for a period of forty-five (45) days, which may be extended by mutual written consent. If the parties do not resolve the dispute and the period is not extended, the chief executive officers of the parties will negotiate for a reasonable period of time, not to extend beyond sixty (60) days from the end of the forty-five (45) day period, unless otherwise agreed to by the parties in writing. If the parties are unable to resolve the dispute in this manner, either party may demand that the dispute be submitted to arbitration administered by JAMS for final determination. The dispute will be exclusively and finally determined by arbitration by, for any dispute asserting claims exceeding $1 million (or equivalent value) or seeking injunctive or other equitable relief, a panel of three arbitrators and all other disputes shall be conducted by a sole arbitrator. In certain cases, an emergency arbitrator appointed pursuant to JAMS' rules may make decisions, subject to final determination by the appropriate arbitrator.

Other Matters Governed by the Separation and Distribution Agreement. Other matters governed by the Separation and Distribution Agreement include access to information, confidentiality, treatment of shared contracts, transfers to be completed following the Distribution and the receipt of any related third-party consents, access to insurance policies and treatment of outstanding guarantees and similar credit support.

Transition Services Agreement

On October 16, 2023, Voyix and Atleos entered into a Transition Services Agreement that governs the services to be provided by the parties for a limited period of time to facilitate their transition to standalone businesses. The charges for such services are generally intended to allow the service provider to recover all of its direct and indirect costs, generally without profit. The services to be provided are principally set forth in one or more schedules attached to the Transition Services Agreement, and include information technology, human resources, payroll, tax and real estate-related services, among others. All services to be provided under the Transition Services Agreement will be provided for a specified period of time depending on the type and scope of the services to be provided, with the term for such services to be no longer than twenty-four (24) months, and will include services being provided by both parties currently that Voyix and Atleos will need to continue receiving following the Spin-Off to operate their respective businesses.

The foregoing description of the Transition Services Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Transition Services Agreement, a copy of which is filed as Exhibit 10.1 hereto and is incorporated into this Item 1.01 by reference.

Tax Matters Agreement

On October 16, 2023, Voyix and Atleos entered into a Tax Matters Agreement which, among other things, governs Voyix's and Atleos' respective rights, responsibilities and obligations after the Spin-Off with respect to tax liabilities and benefits, tax attributes, the preparation and filing of tax returns, the control of audits and other tax proceedings and other matters regarding taxes. The Tax Matters Agreement provides special rules that allocate tax liabilities in the event the Distribution or certain related transactions fail to qualify as transactions that are tax-free for U.S. federal income tax purposes (other than any cash that Voyix shareholders receive in lieu of fractional shares). A summary of certain important terms and conditions of the Tax Matters Agreement can be found in the section entitled "Certain Relationships and Related Party Transactions-Material Agreements with NCR-*Tax Matters Agreement*" in Atleos's Information Statement (the "Information Statement"), which is included as Exhibit 99.1 to Atleos's Current Report on Form 8-K that was filed with the SEC on August 15, 2023. Such summary is incorporated into this Item 1.01 by reference as if restated in full.

The foregoing description of the Tax Matters Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Tax Matters Agreement, a copy of which is filed as Exhibit 10.2 hereto and is incorporated into this Item 1.01 by reference.

Employee Matters Agreement

On October 16, 2023, Voyix and Atleos entered into an Employee Matters Agreement which allocates liabilities and responsibilities between the parties relating to employment matters, employee compensation and benefits plans and programs, and other related matters. The Employee Matters Agreement governs certain compensation and employee benefit obligations with respect to the current and former employees and non-employee directors of each company. The Employee Matters Agreement also governs the equitable adjustments being made in connection with the Spin-Off to equity-based awards granted by Voyix prior to the separation. The Employee Matters Agreement requires that Atleos contribute $136.3 million to the Atleos U.S. pension plan within sixty (60) days of the Distribution Date (as defined below). A summary of certain important terms and conditions of the Employee Matters Agreement can be found in the section entitled "Certain Relationships and Related Party Transactions-Material Agreements with NCR-*Employee Matters Agreement*" in the Information Statement. Such summary is incorporated into this Item 1.01 by reference as if restated in full.

The foregoing description of the Employee Matters Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Employee Matters Agreement, a copy of which is filed as Exhibit 10.3 hereto and is incorporated into this Item 1.01 by reference.

Patent and Technology Cross-License Agreement

On October 16, 2023, Voyix and Atleos entered into a Patent and Technology Cross-License Agreement, which sets forth the terms and conditions pursuant to which each party and its affiliates are licensed under the patents and have the right to use the technology of the other party and its affiliates. A summary of certain important terms and conditions of the Patent and Technology Cross-License Agreement can be found in the section entitled "Certain Relationships and Related Party Transactions-Material Agreements with NCR-*Patent and Technology Cross-License Agreement*" in the Information Statement. Such summary is incorporated into this Item 1.01 by reference as if restated in full.

The foregoing description of the Patent and Technology Cross-License Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Patent and Technology Cross-License Agreement, a copy of which is filed as Exhibit 10.4 hereto and is incorporated into this Item 1.01 by reference.

Trademark License and Use Agreement On October 16, 2023, Voyix and Atleos entered into a Trademark License and Use Agreement, which sets forth the terms and conditions pursuant to which Atleos and its affiliates are licensed to use certain trademarks of Voyix and its affiliates, including certain Voyix trademarks using the term "NCR," for specified uses necessary to carry out their business. The license is non-exclusive with respect to certain of the licensed trademarks and exclusive with respect to other licensed trademarks. The license is also non-transferable (except as provided below), sublicensable (as provided below), fully paid-up (without the obligation to pay any royalties), and worldwide. Atleos and its affiliates will have the right to assign their license rights to a successor that acquires all or substantially all of Atleos and its affiliates' assets or equity. In the event that Atleos or its affiliates sell or otherwise dispose of certain businesses or product-, service-, or solution-lines, the acquirer thereof shall cease all use of the licensed trademarks within a specified period after the acquisition. Atleos and its affiliates will have the right to sublicense their rights for purposes of supporting their businesses. The license or portions thereof may be terminated by Voyix or Atleos in the event of: (i) certain material breaches; or (ii) non-use of one or more licensed trademarks for a specified period of time by the other party.

The foregoing description of the Trademark License and Use Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Trademark License and Use Agreement, a copy of which is filed as Exhibit 10.5 hereto and is incorporated into this Item 1.01 by reference.

Master Services Agreement

On October 16, 2023, Voyix and Cardtronics USA, Inc, a Delaware corporation ("Cardtronics") and subsidiary of Atleos, entered into a Master Services Agreement, pursuant to which Voyix or Cardtronics or their subsidiaries will provide services to one another following the Spin-Off. Subject to certain termination rights, the agreement will be for a period of three (3) years with successive twelve (12) month auto-renewals, unless one party provides notice of nonrenewal to the other within the appropriate timeframe required by the agreement. A summary of certain important terms and conditions of the Master Services Agreement can be found in the section entitled "Certain Relationships and Related Party Transactions-Material Agreements with NCR-*Certain Commercial Agreements*" in the Information Statement. Such summary is incorporated into this Item 1.01 by reference as if restated in full.

The foregoing description of the Master Services Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Master Services Agreement, a copy of which is filed as Exhibit 10.6 hereto and is incorporated into this Item 1.01 by reference.

Manufacturing Services Agreement

On October 16, 2023, Voyix and NCR Corporation India Private Limited, an Indian company ("NCR India") and subsidiary of Atleos, entered into a Manufacturing Services Agreement, (the "Manufacturing Agreement"), pursuant to which NCR India and certain of its subsidiaries will continue to produce self check outs ("SCOs") and other specified Voyix products at Atleos' Chennai, India manufacturing site. The Manufacturing Services Agreement will be for a fixed term of five (5) years, after which it will expire. The Manufacturing Services Agreement may not be terminated except for a party's uncured material breach or a party's insolvency. A summary of certain important terms and conditions of the Manufacturing Services Agreement can be found in the section entitled "Certain Relationships and Related Party Transactions-Material Agreements with NCR-*Certain Commercial Agreements*" in the Information Statement. Such summary is incorporated into this Item 1.01 by reference as if restated in full.

The foregoing description of the Manufacturing Services Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Manufacturing Services Agreement, a copy of which is filed as Exhibit 10.7 hereto and is incorporated into this Item 1.01 by reference.

Credit Agreement

On the Closing Date, Voyix entered into a credit agreement (the "Credit Agreement"), with certain subsidiaries of Voyix party thereto as foreign borrowers, the lenders party thereto and Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent"). The Credit Agreement provides for new senior secured credit facilities in an aggregate principal amount of $700 million, which are comprised of (i) a five-year multicurrency revolving credit facility in the aggregate principal amount of $500 million (including (a) a letter of credit sub-facility in an aggregate principal amount of up to $75 million and (b) a sub-facility in an aggregate principal amount of up to $200 million for borrowings and letters of credit in certain agreed foreign currencies) (the "Revolving Credit Facility," and the loans thereunder, the "Revolving Loans") and (ii) a five-year term loan "A" facility in the aggregate principal amount of $200 million (the "Term Loan A Facility," and the loans thereunder, the "Term A Loans" and, the Term Loan A Facility, together with the Revolving Credit Facility, the "Credit Facilities").

On the Closing Date, Voyix borrowed the full amount under the Term Loan A Facility and drew $63 million in Revolving Loans under the Revolving Credit Facility.

Interest Rates

The Term A Loans and the Revolving Loans (collectively, the "Loans") will bear interest based on SOFR (or an alternative reference rate for amounts denominated in a currency other than Dollars), or, at Voyix's option, in the case of amounts denominated in Dollars, at a base reference rate equal to the highest of (a) the federal funds rate plus 0.50%, (b) the rate of interest last quoted by the Administrative Agent as its "prime rate" and (c) the one-month SOFR rate plus 1.00% (the "Base Rate"), plus, as applicable, a margin ranging from 2.25% to 3.25% per annum for SOFR-based Loans and ranging from 1.25% to 2.25% per annum for Base Rate-based Loans, in each case, depending on Voyix's consolidated leverage ratio.

Fees

In connection with the Credit Facilities, Voyix will pay customary agency fees and a commitment fee based on the daily unused portion of the Revolving Credit Facility and ranging from 0.25% to 0.50% per annum, depending on Voyix's consolidated leverage ratio.

Amortization and Maturity

The outstanding principal balance of the Term Loan A Facility is required to be repaid in quarterly installments beginning with the first full fiscal quarter after the Closing Date in an amount equal to (i) 1.875% of the original principal amount of the Term A Loans during the first three years and (ii) 2.50% of the original principal amount of the Term A Loans during final two years. Any remaining outstanding balance will be due at maturity on the fifth anniversary of the Closing Date.

The Revolving Credit Facility is not subject to amortization and will mature on the fifth anniversary of the Closing Date.

Guarantee and Security

Voyix, the Subsidiary Loan Parties (as defined in the Credit Agreement) and the Administrative Agent entered into a guarantee and collateral agreement (the "Collateral Agreement"), pursuant to which Voyix and the Subsidiary Guarantors granted a security interest in the Collateral (as defined below) and provided a guarantee of the obligations under the Credit Facilities in favor of the Administrative Agent.

The obligations under the Credit Agreement, and the guarantees of those obligations, are secured by substantially all of Voyix's assets and the assets of the Subsidiary Guarantors, in each case, subject to customary exceptions and exclusions (the "Collateral").

Mandatory Prepayments

The Credit Agreement requires Voyix to prepay, subject to certain exceptions, outstanding Term A Loans with:

- 50% (subject to reductions to 25% and 0% based on Voyix's consolidated leverage ratio) of Voyix's annual excess cash flow;
- 100% of the net cash proceeds of certain asset sales and casualty and condemnation events, subject to reinvestment rights and certain other exceptions; and
- 100% of the net cash proceeds of any incurrence or issuance of certain debt, other than debt permitted under the Credit Agreement.

If at any time the aggregate amount of outstanding revolving borrowings, unreimbursed letter of credit drawings and undrawn letters of credit under the Revolving Credit Facility exceeds the aggregate commitments in respect thereof, Voyix is required to repay outstanding Revolving Loans and/or cash collateralize letters of credit.

Representations, Warranties, Covenants and Events of Default

The Credit Agreement contains customary representations and warranties, affirmative covenants, and negative covenants. The negative covenants limit Voyix and its subsidiaries' ability to, among other things, incur indebtedness, create liens on Voyix's or its subsidiaries' assets, engage in fundamental changes, make investments, sell or otherwise dispose of assets, engage in sale-leaseback transactions, make restricted payments, repay subordinated indebtedness, engage in certain transactions with affiliates and enter into agreements restricting the ability of Voyix's subsidiaries to make distributions to Voyix or incur liens on their assets.

The Credit Agreement also contains a financial covenant that does not permit Voyix to allow its consolidated leverage ratio to exceed (i) in the case of any fiscal quarter ending on or prior to September 30, 2024, 4.75:1.00, (ii) in the case of any fiscal quarter ending on or following September 30, 2024 and prior to September 30, 2025, 4.50:1.00 and (iii) in the case of any fiscal quarter ending on or following September 30, 2025, 4.25:1.00, in each case subject, to (x) increases of 0.25 in connection with the consummation of any material acquisition and applicable to the fiscal quarter in which such acquisition is consummated and the three consecutive fiscal quarters thereafter, and (y) a maximum cap of 5.00:1.00.

The Credit Agreement also contains customary events of default including, among other things, non- payment of principal, interest or fees, violation of covenants, inaccuracy of representations and warranties, bankruptcy and insolvency events, material judgments, cross-defaults to material indebtedness and change of control. The occurrence of an event of default could result in the termination of commitments under the Credit Facilities, the acceleration of all outstanding amounts thereunder and the requirement to cash collateralize outstanding letters of credit.

Incremental Facilities

The Credit Agreement permits Voyix to request, from time to time and subject to certain customary conditions, including obtaining commitments therefor (a) increases in any existing tranche of Term A Loans, (b) the establishment of new tranches of incremental term loans and/or (c) the establishment of incremental revolving commitments, in an aggregate principal amount for all such incremental facilities, when combined with any "incremental equivalent debt," of up to $300 million plus such amount as would not cause Voyix's consolidated leverage ratio, calculated on a pro forma basis and assuming all incremental commitments were fully drawn, to exceed 3.00 to 1.00.

The foregoing summary of the Credit Agreement is not complete and is qualified in its entirety by reference to the Credit Agreement, a copy of which is attached hereto and are incorporated herein by reference.

Seventh Amendment to Trade Receivables Facility

On the Closing Date, Voyix entered into the Seventh Amendment to Receivables Purchase Agreement (the "RPA Amendment"), by and among Voyix, as servicer, NCR Receivables LLC ("NCR Receivables"), an existing wholly-owned special purpose subsidiary, as seller, NCR Canada Receivables LP, an existing wholly-owned special purpose subsidiary ("NCR Canada Receivables"), NCR Canada Corp., as servicer, PNC Bank, National Association ("PNC"), as administrative agent, PNC, MUFG Bank, Ltd., Victory Receivables Corporation and the other purchasers from time to time party thereto (the "Purchasers"), and PNC Capital Markets LLC, as structuring agent. In connection therewith, (i) Voyix, entered into that certain First Amendment to Amended and Restated Purchase and Sale Agreement (the "PSA Amendment"), among Voyix, Cardtronics USA, Inc. and ATM National, LLC (together with Cardtronics USA, Inc., the "Released U.S. Originators") and NCR Receivables and (ii) NCR Canada Corp. entered into that certain Release Under Canadian Purchase and Sale Agreement (the "Canadian Release"), among NCR Canada Corp., NCR Canada Receivables and Cardtronics Canada Holdings Inc. (the "Released Canadian Originator," and together with the Released U.S. Originators, the "Released Originators").

The RPA Amendment, the PSA Amendment and the Canadian Release modify certain terms of the Company's existing revolving trade receivables facility (the "Trade Receivables Facility") in order to, among other things, (i) extend the scheduled maturity of the Trade Receivables Facility by two years, (ii) provide for the repurchase by each of the Released Originators of its outstanding receivables from the Trade Receivables Facility, (iii) assign to Voyix and NCR Canada Corp., as applicable, the obligations of each of the Released Originators under the Trade Receivables Facility and release each such Released Originator from all of its obligations thereunder, and (iv) make adjustments to the factors used to determine the availability of capital for investment in the pool of receivables by the Purchasers under the Trade Receivables Facility.

In connection with the foregoing amendments to the Trade Receivables Facility, the U.S. SPE paid certain upfront closing fees to the administrative agent and structuring agent for their services and will pay annual commitment and other customary fees to the Purchasers.

The RPA Amendment, the PSA Amendment and the Canadian Release are filed as Exhibits 10.9, 10.10 and 10.11 hereto, respectively, and are incorporated herein by reference, and the description of the Trade Receivables Facility contained herein is qualified in its entirety by the terms of these agreements.

Item 1.02 Termination of a Material Definitive Agreement.

On the Closing Date, Voyix repaid all accrued and unpaid loans and other amounts due under that certain Credit Agreement, dated as of August 22, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time on or prior to the Closing Date), among Voyix, as borrower, the lenders and issuing banks party thereto from time to time and JPMorgan Chase Bank, N.A., as administrative agent, and terminated all commitments thereunder.

Item 2.01 Completion of Acquisition or Disposition of Assets.

Immediately prior to the consummation of the Spin-Off, Atleos was a wholly-owned subsidiary of Voyix. Effective as of 5:00 p.m. local New York City time on October 16, 2023 (the "Distribution Date"), Voyix completed the Spin-Off through a pro rata distribution to holders of record of Voyix's common stock, par value $0.01 per share ("Voyix Common Stock"), as of 5:00 p.m. local New York City time on October 2, 2023 (the "Record Date"), of one share of Atleos' common stock, par value $0.01 per share ("Atleos Common Stock"), for every two shares of Voyix Common Stock held by such Voyix common stockholders as of the Record Date (the "Distribution"). Atleos is now an independent public company and Atleos Common Stock commenced trading "regular way" under the symbol "NATL" on the New York Stock Exchange (the "NYSE") on October 17, 2023, which is the next trading day following the Distribution Date. Prior to the Spin-Off, Voyix completed the Name Change, and Voyix Common Stock ceased trading under the ticker symbol "NCR" and commenced trading under its new symbol "VYX" on the NYSE on October 17, 2023, which is the next trading day following the Distribution Date. Voyix did not issue fractional shares of Atleos Common Stock in connection with the Distribution. Following the Spin-Off, Voyix does not beneficially own any shares of Atleos Common Stock and will no longer consolidate Atleos within Voyix's financial results.

Item 2.03 Creation of Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 of this Current Report under "Credit Agreement" and "Seventh Amendment to Trade Receivables Facility" on Form 8-K is incorporated by reference into this Item 2.03.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth under the section titled "Amended and Restated By-laws" in Item 5.03 of this Current Report on Form 8-K is incorporated into this Item 3.03 by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Resignation and Election of Directors

Effective as of the consummation of the Spin-Off on October 16, 2023, each of Joseph E. Reece, Michael D. Hayford, Mark Begor, Deborah Farrington, Martin Mucci and Glenn W. Welling resigned from his or her position as a director on Voyix's Board of Directors (the "Voyix Board"), including the committees of the Voyix Board of which he or she was a member. Joseph E. Reece was elected as a director of Atleos as of October 10, 2023 and will remain on the Atleos board of directors. Mark Begor was elected as a director of Atleos as of October 16, 2023.

Effective as of immediately following the consummation of the Spin-Off on October 16, 2023, each of James G. Kelly, David Wilkinson, Janet B. Haugen, Laura M. Miller and Kevin Reddy was elected as a director of Voyix, to serve on the Voyix Board until the next annual meeting of Voyix's stockholders and until his or her successor is duly elected and qualified. Biographical information for each of James G. Kelly, David Wilkinson, Janet B. Haugen, Laura M. Miller and Kevin Reddy is provided below:

- James G. Kelly: James G. Kelly most recently served as Chief Executive Officer and a member of the board of directors at EVO Payments, Inc. from May 2018 until EVO's acquisition by Global Payments, Inc. in March 2023. Previously, he served in senior leadership roles at Global Payments and spent 10 years at Alvarez & Marsal, a leading global professional services firm. Mr. Kelly also currently serves on the advisory boards of Madison Dearborn Partners, Broad Sky Partners and New Mountain Capital, and is a member of the board of directors of MoneyGram International Inc. and Great Gray Trust Company. He also serves on the National Commercial Fishing Safety Advisory Committee of the U.S. Department of Homeland Security.
- David Wilkinson: A biography for David Wilkinson is included under "Resignation and Appointment of Certain Executive Officers" in this Item 5.02 of this Current Report on Form 8-K.
- Janet B. Haugen: Janet Haugen is the former senior vice president and Chief Financial Officer of Unisys Corporation, a global information technology, which she served from 2000 to 2016. Ms. Haugen also held several leadership positions at Unisys, which she joined in 1996, and prior to that was a partner at Ernst & Young.
- Laura M. Miller: Laura Miller has served as executive vice president and Chief Information Officer ("CIO") of Macy's, Inc. since 2021. As CIO of Macy's, her responsibilities include strategy, execution, operations, enterprise data and analytics, and cybersecurity for three brands in more than 650 locations. Ms. Miller also helps define Macy's overall strategy and roadmap to be a digitally led omnichannel retailer.
- Kevin Reddy: Kevin Reddy serves as a board member for a carefully chosen portfolio of public and private companies and as a senior advisor to distinguished investment funds. He has successfully opened more than 1,000 restaurants while building multiple brands within the restaurant industry. Mr. Reddy served as Chief Executive Officer of Noodles & Company from 2007 to 2016.

Effective as of the consummation of the Spin-Off on October 16, 2023, the Voyix Board consists of James G. Kelly, David Wilkinson, Gregory Blank, Catherine L. Burke, Janet B. Haugen, Georgette Kiser, Kirk T. Larsen, Laura M. Miller, Kevin Reddy and Laura J. Sen. James G. Kelly will serve as the chairman of the Voyix Board.

Also, effective as of the consummation of the Spin-Off on October 16, 2023:

- Laura M. Miller and Janet B. Haugen were each appointed as additional members of the audit committee of the Voyix Board (the "Audit Committee"). Janet B. Haugen was appointed to serve as the chair of the Audit Committee. Effective as of the consummation of the Spin-Off on October 16, 2023, the Audit Committee consists of Laura B. Miller, Janet B. Haugen, Laura J. Sen, Gregory Blank and Kirk T. Larsen, with Janet B. Haugen serving as the chair of the Audit Committee.
- Kevin Reddy and Janet B. Haugen were each appointed as additional members of the compensation and human resource committee of the Voyix Board (the "CHRC"). Effective as of the consummation of the Spin-Off on October 16, 2023, the CHRC consists of Kevin Reddy, Janet B. Haugen and Kirk T. Larsen, with Kirk T. Larsen serving as the chair of the CHRC.
- Kevin Reddy was appointed as an additional member of the committee on directors and governance of the Voyix Board ("CODG"). Effective as of the consummation of the Spin-Off on October 16, 2023, the CODG consists of Kevin Reddy, Gregory Blank, Georgette D. Kiser and Catherine L. Burke, with Catherine L. Burke serving as the chair of the CODG.
- Laura M. Miller was appointed as a member of the risk committee of the Voyix Board (the "Risk Committee"). Effective as of the consummation of the Spin-Off on October 16, 2023, the Risk Committee consists of Laura M. Miller, Catherine L. Burke, Laura J. Sen and Georgette D. Kiser, with Georgette D. Kiser serving as the chair of the Risk Committee.

Each of the non-employee directors of Voyix will receive compensation for their service as a director or committee member in accordance with Voyix's standard director compensation plans and programs more fully described in the NCR Corporation 2023 Notice of Annual Meeting and Proxy Statement/Prospectus filed with the SEC on March 21, 2023 under the heading "Director Compensation-Director Compensation Program," which is incorporated into this Item 5.02 by reference, provided that certain committee and chair cash retainers, as well as the additional cash retainers for non-executive chairman and lead independent director, will be reduced, the annual equity grant will be reduced from $225,000 to $160,000, and the pro-rata mid-year sign-on grants for new non-employee directors will be increased by a 25% premium.

There are no arrangements or understandings between any of the individuals listed above and any other person pursuant to which such individuals were selected as directors. There are no transactions involving any of the individuals listed above that would be required to be reported under Item 404(a) of Regulation S-K of the Securities Act of 1933, as amended.

Resignation and Appointment of Certain Executive Officers

Effective upon the consummation of the Spin-Off, the following individuals ceased serving as executive officers of Voyix:

Name	Position
Michael D. Hayford	Chief Executive Officer
Timothy Oliver	Senior Executive Vice President and Chief Financial Officer
Owen Sullivan	President and Chief Operating Officer
James Bedore	Executive Vice President, Secretary and General Counsel
Donald W. Layden, Jr.	Executive Vice President and General Manager, President, ATM, Network and Banking
Beth Potter	Chief Accounting Officer
Stuart Mackinnon	Executive Vice President, Payments and Network Global Technology
Daniel Antilley	Executive Vice President and Chief Security Officer
Patricia Watson	Executive Vice President and Chief Information Officer

On October 13, 2023, in connection with the Spin-Off, Voyix and Mr. Hayford entered into a separation and release agreement pursuant to which Mr. Hayford agreed to remain employed through the Spin-Off, and subject to his execution of a supplemental release of claims following his termination of employment as of the Spin-Off (which qualifies as a constructive termination under his existing contractual agreements), will be entitled to (i) receive cash severance payments and benefits consistent with the provisions of his employment agreement dated as of April 27, 2018 and amended as of February 16, 2023 and (ii) continued vesting of his outstanding Voyix equity awards (as adjusted in connection with the Spin-Off) as if he had remained actively employed following the Spin-Off. Mr. Hayford affirmed certain post-employment restrictive covenants pertaining to non-competition, non-solicitation, confidentiality and nondisparagement.

On October 13, 2023, in connection with the Spin-Off, Voyix and Mr. Sullivan entered into a separation and release agreement pursuant to which Mr. Sullivan agreed to remain employed through the Spin-Off, and subject to his execution of a supplemental release of claims following his termination of employment as of the Spin-Off (which qualifies as a constructive termination under his existing contractual agreements), will be entitled to (i) receive cash severance payments and benefits consistent with the provisions of his employment agreement dated as of July 18, 2018 and amended as of February 13, 2023, (ii) accelerated vesting of his outstanding Voyix equity awards granted in 2023 (as adjusted in connection with the Spin-Off) in accordance with their terms and (iii) continued vesting of his outstanding Voyix equity awards granted prior to 2023 (as adjusted in connection with the Spin-Off) as if he had remained actively employed following the Spin-Off, consistent with the provisions of his amended employment agreement. Mr. Sullivan also affirmed certain post-employment restrictive covenants pertaining to non-competition, non-solicitation, confidentiality and nondisparagement.

On October 13, 2023, in connection with the Spin-Off, Voyix and Mr. Layden entered into a separation and release agreement pursuant to which Mr. Layden agreed to remain employed through the Spin-Off, and subject to his execution of a supplemental release of claims following his termination of employment as of the Spin-Off (which qualifies as a constructive termination under his existing contractual agreements), will be entitled to (i) receive cash severance payments and benefits consistent with the provisions of his employment agreement dated as of October 1, 2021 and amended as of February 13, 2023, (ii) accelerated vesting of his outstanding Voyix equity awards granted in 2023 (as adjusted in connection with the Spin-Off) in accordance with their terms and (iii) continued vesting of his outstanding Voyix equity awards granted prior to 2023 (as adjusted in connection with the Spin-Off), as if he had remained actively employed following the Spin-Off, consistent with the provisions of his amended employment agreement. Mr. Layden also agreed to execute a general release of claims in favor of Voyix and reaffirmed certain post-employment restrictive covenants pertaining to non-competition, non-solicitation, confidentiality and nondisparagement.

As of immediately following the consummation of the Spin-Off, the following individuals serve in the positions noted below at Voyix:

Name	Position
David Wilkinson	President, Chief Executive Officer
Brian Webb-Walsh	Executive Vice President, Chief Financial Officer
Kelly Moyer	Corporate Vice President, Chief Accounting Officer

Biographical information for each of Messrs. Wilkinson and Webb-Walsh and Ms. Moyer, as well as brief summaries of their respective compensatory arrangements, is provided below:

- David Wilkinson: David Wilkinson, 50, has served as Executive Vice President and President of NCR Commerce since December 2022, and is responsible for creating and executing Voyix's overall vision and strategy for the retail and hospitality industries. Since joining NCR Corporation in November 2010, Mr. Wilkinson has overseen the sales and retail operations at NCR Corporation in various roles as vice president, senior vice president and President of NCR Retail. Prior to joining the NCR Corporation, Wilkinson held various leadership positions at leading IT and telecom firms including Avaya, Nortel and Verizon. In addition to his current duties, he is also a member of the Board of Trustees for the NCR Foundation, a board member for Junior Achievement of Georgia and serves on the board of directors of the National Retail Federation.

  In connection with his designation as Chief Executive Officer of Voyix, and as previously reported on Current Report on Form 8-K filed with the SEC on September 27, 2023, Voyix and Mr. Wilkinson entered into an employment agreement, effective as of and conditional upon the closing of the Spin-Off, pursuant to which he will receive an annual base salary of $800,000 and participate in Voyix's Management Incentive Plan with a total annual cash target bonus opportunity of 150% of his base salary. Beginning in 2024, Mr. Wilkinson will also be eligible to receive annual equity grants under Voyix's equity-based incentive compensation program with a minimum grant date value equal to $5,500,000. In the event of a qualifying termination, Mr. Wilkinson will participate in Voyix's Executive Severance Plan with a separation benefit of one times his annual base salary and target bonus, and will participate in Voyix's Amended and Restated Change in Control Severance Plan with a separation multiplier equal to two-hundred percent. The employment agreement also contains customary employment terms and conditions, and in-term and post-term restrictive covenants applicable to Mr. Wilkinson.

- Brian Webb-Walsh: Brian Webb-Walsh, 48, has spent his career operating in global, publicly traded Fortune 500 organizations. Mr. Webb-Walsh held various roles at Xerox and most recently served as the Chief Financial Officer for UPS' international, healthcare and supply chain solutions businesses. Prior to UPS, Mr. Webb-Walsh was the Executive Vice President and Chief Financial Officer of Conduent Incorporated, a technology-led business process services company. While at Conduent, Mr. Webb-Walsh led all aspects of finance, real estate, procurement, and transformation with a team of over 1,000 professionals based in the United States, India, and the Philippines. Mr. Webb-Walsh has expertise in investor relations and corporate financial planning and analysis with experience in overseeing large, global teams.

  In connection with his hiring as Chief Financial Officer of Voyix, Voyix and Mr. Webb-Walsh entered into an employment agreement, pursuant to which he will (i) receive an annual base salary of $550,000, (ii) participate in Voyix's Management Incentive Plan with a total annual cash target bonus opportunity of 100% of his base salary and (iii) be entitled to a sign-on equity grant of time-based restricted stock units with a grant date value equal to $2,000,000. Beginning in 2024, Mr. Webb-Walsh will also be eligible to receive annual equity grants under Voyix's equity-based incentive compensation program with a minimum grant date value equal to $2,000,000. In the event of a qualifying termination following the consummation of the Spin-Off, Mr. Webb-Walsh will participate in Voyix's Executive Severance Plan with a separation benefit of 1.5 times his annual base salary and target bonus, and will participate in Voyix's Amended and Restated Change in Control Severance Plan with a separation multiplier equal to three-hundred percent. The employment agreement also contains customary employment terms and conditions, and in-term and post-term restrictive covenants applicable to Mr. Webb-Walsh.

- Kelly Moyer: Kelly Moyer, 49, joined NCR Corporation in 2009 and has held various leadership roles within controllership and was promoted to Assistant Controller in 2012. In 2021, she was promoted to the Chief Audit Executive role for NCR Corporation where she led the internal audit function. In each of her roles, she has proven her technical expertise, dedication to cross-functional collaboration, and commitment to delivering excellence. Prior to joining NCR Corporation, Ms. Moyer spent 12 years with PricewaterhouseCoopers in the audit assurance practice serving global, publicly traded organizations which included a secondment in the PricewaterhouseCoopers office in St. Albans, United Kingdom from 2003 to 2007. In addition to her current duties, Ms. Moyer also serves as Treasurer of the NCR Foundation, a role she has held since 2019. Ms. Moyer holds a bachelor's degree in accounting from the University of Georgia.

  In connection with her promotion to Corporate Vice President – Chief Accounting Officer of Voyix, Voyix provided Ms. Moyer with a promotion letter, effective as of and conditional upon the closing of the Spin-Off, pursuant to which she will receive an annual base salary of $320,000 and participate in Voyix's Management Incentive Plan with a total annual cash target bonus opportunity of 45% of her base salary. Beginning in 2024, Ms. Moyer will also be eligible to receive annual equity grants under Voyix's equity-based incentive compensation program with a minimum grant date value equal to $192,000.

There are no transactions involving any of the individuals listed above that would be required to be reported under Item 404(a) of Regulation S-K of the Securities Act.

Item 5.03 Amendments to Articles of Incorporation or By-laws; Change in Fiscal Year.

Articles of Amendment to the Articles of Incorporation

On October 12, 2023, Voyix filed Articles of Amendment (the "Articles of Amendment") to Voyix's charter with the State Department of Assessments and Taxation of Maryland, which became effective at 5:00 p.m., Eastern Time, on October 13, 2023, pursuant to which Voyix changed its name from "NCR Corporation" to "NCR Voyix Corporation" (the "Name Change"). Pursuant to Section 2-605 of the Maryland General Corporation Law (the "MGCL"), the Name Change was approved by the Voyix Board, did not require approval of Voyix's stockholders and will not affect the rights of Voyix's security holders.

The foregoing description of the Articles of Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Articles of Amendment and charter, copies of which are filed as Exhibits 3.1 and 3.2, respectively, hereto and are incorporated into this Item 5.03 by reference.

Amended and Restated By-laws

In addition, on October 13, 2023, the by-laws of Voyix were amended and restated (the "Amended and Restated By-laws"), effective as of the Spin-Off. The Amended and Restated By-laws revised the advance notice window for nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (iii) of paragraph (a)(1) of Section 8 of the Amended and Restated By-laws from not earlier than the 150th day nor later than 5:00 p.m., Eastern Time, on the 120th day prior to the first anniversary of the date of the proxy statement for the preceding year's annual meeting to not earlier than the 120th day nor later than 5:00 p.m., Eastern Time, on the 90th day prior to the first anniversary of the prior year's annual meeting.

The Amended and Restated By-laws also contain changes of a technical or conforming nature to several other sections, including to reflect the Name Change.

The foregoing description of the Amended and Restated Bylaws is only a summary of the revisions made to the Amended and Restated Bylaws, does not purport to be complete and is qualified in its entirety by reference to the Amended and Restated Bylaws, a copy of which is filed as Exhibit 3.3 hereto and a marked copy of which showing the amendments is filed as Exhibit 3.4 hereto, which is incorporated herein by reference.

As a result of the adoption of the Amended and Restated Bylaws, the dates by which stockholders must notify Voyix in order to nominate a director for the 2024 annual meeting of stockholders, which were previously disclosed in the Voyix's Definitive Proxy Statement filed with the SEC on March 21, 2023, have been adjusted. Under the Amended and Restated Bylaws, to be considered at the 2024 annual meeting of shareholders, a shareholder's nomination of a director or the proposal of other business to be considered by the stockholders must generally be received by Voyix's corporate secretary between January 3, 2024 and February 2, 2024. Any such notice also must comply with the requirements set forth in the Amended and Restated Bylaws and applicable law, including the rules and regulations promulgated by the SEC.

Item 8.01 Other Events

Press Release

On October 16, 2023, Voyix issued a press release (the "Spin-Off Press Release") announcing, among other things, the consummation of the Spin-Off. A copy of the Spin-Off Press Release is attached as Exhibit 99.1 hereto and is incorporated into this Item 8.01 by reference.

Redemption of Notes

On October 3, 2023, Voyix directed Computershare Trust Company, N.A., as successor trustee to Wells Fargo Bank, National Association (the "Trustee") to issue (i) a notice of redemption to redeem all of the $500,000,000 outstanding aggregate principal amount of Voyix's 5.750% senior notes due 2027 (the "2027 Notes") issued under the indenture, dated August 21, 2019 (as amended, supplemented, restated, or otherwise modified from time to time, the "2027 Notes Indenture"), among Voyix, the subsidiary guarantors party thereto (the "Guarantors") and the Trustee, and (ii) a notice of redemption to redeem all of the $500,000,000 outstanding aggregate principal amount of Voyix's 6.125% senior notes due 2029 (the "2029 Notes" and, together with the 2027 Notes, the "Notes") issued under the indenture, dated August 21, 2019 (as amended, supplemented, restated, or otherwise modified from time to time, the "2029 Notes Indenture" and, together with the 2027 Notes Indenture, the "Indentures"), among Voyix, the Guarantors and the Trustee.

The 2027 Notes were redeemed on October 17, 2023 (the "Redemption Date"), at a price equal to (i) $507,190,000.00 and (ii) accrued and unpaid interest from September 1, 2023 (the last regular interest payment date) to, but excluding, the Redemption Date, of $3,673,611.12. Accordingly, the total redemption payment for the 2027 Notes was $510,863,611.12.

The 2029 Notes were redeemed on the Redemption Date, at a price equal to (i) $515,369,622.00, consisting of a redemption premium of approximately $30.739244 per $1,000 principal amount of the 2029 Notes, and (ii) accrued and unpaid interest from September 1, 2023 (the last regular interest payment date) to, but excluding, the Redemption Date, of $3,913,194.44. Accordingly, the total redemption payment for the 2029 Notes was $519,282,816.44.

Pursuant to the provisions of each Indenture, Voyix deposited the redemption payment for each series of Notes with the Trustee on October 16, 2023, the business day immediately prior to the Redemption Date. Upon deposit of the redemption payment on October 16, 2023, each Indenture was satisfied and discharged in accordance with its respective terms. As a result of the satisfaction and discharge of each Indenture, Voyix and the Guarantors have been released from their obligations with respect to each Indenture and each series of Notes, except with respect to those provisions of each Indenture that, by their respective terms, survive the satisfaction and discharge of such Indenture.

Item 9.01 Financial Statements and Exhibits.

(b) Pro forma financial information

Voyix intends to file the pro forma financial information required by Item 9.01(b) as an amendment to this Current Report on Form 8-K.

(d) Exhibits.

Exhibit No.	Description
2.1	Separation and Distribution Agreement, dated as of October 16, 2023, by and between NCR Voyix Corporation. and NCR Atleos Corporation #
3.1	Articles of Amendment to the Articles of Incorporation of NCR Voyix Corporation, dated as of October 16, 2023
3.2	Articles of Amendment and Restatement of NCR Corporation, dated as of June 19, 2019
3.3	Amended and Restated By-laws of NCR Voyix Corporation, dated as of October 16, 2023
3.4	Redline of Amended and Restated By-laws of NCR Voyix Corporation, dated as of October 16, 2023.
10.1	Transition Services Agreement, dated as of October 16, 2023, by and between NCR Voyix Corporation and NCR Atleos Corporation #
10.2	Tax Matters Agreement, dated as of October 16 2023, by and between NCR Voyix Corporation and NCR Atleos Corporation #
10.3	Employee Matters Agreement, dated as of October 16, 2023, by and between NCR Voyix Corporation and NCR Atleos Corporation #
10.4	Patent and Technology Cross-License Agreement, dated as of October 16, 2023, by and between NCR Voyix Corporation and NCR Atleos Corporation #
10.5	Trademark License and Use Agreement, dated as of October 16, 2023, by and between NCR Voyix Corporation and NCR Atleos Corporation #
10.6	Master Services Agreement, dated October 16, 2023, by and between NCR Voyix Corporation and Cardtronics USA, Inc. #
10.7	Manufacturing Services Agreement, dated October 16, 2023, by and between NCR Voyix Corporation and Terafina Software Solutions Private Limited and NCR Corporation India Private Limited. #
10.8	Credit Agreement, dated as of October 16, 2023, by and between NCR Voyix Corporation, the foreign borrowers party thereto, the lenders and issuing banks party thereto and Bank of America, N.A., as administrative agent. #
10.9	Seventh Amendment to Receivables Purchase Agreement, dated as of October 16, 2023, by and among NCR Receivables LLC, as seller, NCR Canada Receivables LP, as guarantor, NCR Corporation, as servicer, NCR Canada Corp., as servicer, PNC Bank, National Association, as administrative agent, and PNC Bank, National Association, MUFG Bank, Ltd., Victory Receivables Corporation and the other purchasers from time to time party thereto, as purchasers. #
10.10	First Amendment to Amended and Restated Purchase and Sale Agreement, dated as of October 16, 2023, among NCR Receivables LLC, as buyer, and NCR Corporation, as initial servicer and as an originator, Cardtronics USA, Inc., as a released originator and ATM National, LLC, as a released originator. #
10.11	Release Under Canadian Purchase and Sale Agreement, dated as of October 16, 2023, among NCR Canada Receivables LP, as buyer, NCR Canada Corp., as initial servicer and as an originator, and Canada Holdings Inc., as a released originator. #
99.1	Press Release of NCR Voyix Corporation, dated October 16, 2023
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

Certain schedules and/or exhibits have been omitted from this filing pursuant to Item 601(a)(5) of Regulation S-K. The registrant agrees to furnish supplementally a copy of any omitted schedule or exhibit to the Securities and Exchange Commission upon its request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NCR VOYIX CORPORATION

October 17, 2023

By: /s/ Kelli Sterrett
Name: Kelli Sterrett
Title: Executive Vice President, General Counsel & Secretary

Exhibit 2.1

EXECUTION VERSION

SEPARATION AND DISTRIBUTION AGREEMENT

by and between

NCR VOYIX CORPORATION

and

NCR ATLEOS CORPORATION

Dated as of October 16, 2023

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SCHEDULES

EXHIBITS

SEPARATION AND DISTRIBUTION AGREEMENT

THIS SEPARATION AND DISTRIBUTION AGREEMENT (this "**Agreement**"), is entered into as of October 16, 2023, by and between NCR Voyix Corporation (f/k/a/ NCR Corporation), a Maryland corporation ("**NCR**"), and NCR Atleos Corporation, a Maryland corporation ("**ATMCo**") (each a "**Party**" and together, the "**Parties**").

RECITALS

WHEREAS, NCR, acting through its direct and indirect Subsidiaries, currently conducts a number of businesses, including the ATMCo Business;

WHEREAS, the Board of Directors of NCR (the "**NCR Board**") has determined that it is advisable and in the best interests of NCR to separate NCR into two separate, independent, publicly traded companies: (i) one comprising the ATMCo Business, which shall be owned and conducted directly or indirectly by ATMCo, all of the common stock of which is intended to be distributed to the holders of issued and outstanding shares of common stock of NCR, par value $0.01 per share (the "**NCR Common Stock**"), and (ii) one comprising the NCR Business, which shall continue to be owned and conducted, directly or indirectly, by NCR, which will continue to be owned by the stockholders of NCR;

WHEREAS, in furtherance of the foregoing, the NCR Board has determined that it is advisable and in the best interests of NCR: (i) for NCR and its Subsidiaries to enter into a series of transactions whereby NCR and its Subsidiaries will be reorganized such that (A) NCR and/or one or more other members of the NCR Group will own all of the NCR Assets and assume (or retain) all of the NCR Liabilities, and (B) ATMCo and/or one or more other members of the ATMCo Group will own all of the ATMCo Assets and assume (or retain) all of the ATMCo Liabilities (the transactions referred to in clauses (A) and (B) being referred to herein as the "**Separation**"); and (ii) thereafter, to be effective at 5:00 p.m. New York City time on the Distribution Date, for NCR to distribute to the holders of issued and outstanding shares of NCR Common Stock as of 5:00 p.m. New York City time on the Record Date, on a pro rata basis and based on the distribution ratio determined by the NCR Board, all of the issued and outstanding shares of common stock of ATMCo, $0.01 par value per share (the "**ATMCo Common Stock**") (such transactions described in this clause (ii), as may be amended or modified from time to time in accordance with the terms and subject to the conditions of this Agreement, the "**Distribution**");

WHEREAS, concurrently with or following the Distribution, NCR may effect one or more exchanges of Debt-for-Debt Indebtedness for NCR Indebtedness held by NCR creditors (each such exchange, a "**Debt-for-Debt Exchange**");

WHEREAS, ATMCo has been formed for this purpose and has not engaged in activities except those in connection with the transactions contemplated by the Internal Reorganization Plan, the consummation of the transactions contemplated by this Agreement and those activities necessary in connection with its standup as an independent company (including activities with respect to the ATMCo Financing Arrangements and the distribution of the ATMCo Common Stock);

WHEREAS, the Parties intend that the Distribution, together with certain related transactions, generally will qualify as tax-free for U.S. federal income tax purposes under Sections 368(a)(1)(D), 361 and 355 of the United States Internal Revenue Code of 1986, as amended (the "**Code**"), and that this Agreement is intended to be, and is hereby adopted as, a plan of reorganization under Section 368 of the Code to the extent relevant for these transactions; and

WHEREAS, it is appropriate and desirable to set forth the principal corporate transactions required to effect the Separation and to set forth certain other agreements that will, following the Distribution, govern certain matters relating to the Separation and the relationship of ATMCo and NCR and their respective Groups.

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

(1) "**Acceptable Alternative Arrangement**" has the meaning assigned to such term in Section 2.8(b).

(2) "**Actual Quarterly Remediation Costs**" has the meaning assigned to such term in Section 5.4(d)(ii)(3).

(3) "**Adversarial Action**" means (i) a Proceeding by a member of the NCR Group, on the one hand, against a member of the ATMCo Group, on the other hand, or (ii) a Proceeding by a member of the ATMCo Group, on the one hand, against a member of the NCR Group, on the other hand.

(4) "**Affiliate**" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such specified Person; *provided*, *however*, that for purposes of this Agreement, following the Distribution, no member of either Group shall be deemed to be an Affiliate of any member of the other Group, including by reason of having common stockholders or one or more directors in common. As used herein, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or other interests, by Contract or otherwise.

(5) "**Agent**" means the distribution agent to be appointed by NCR to distribute to the holders of shares of NCR Common Stock all of the outstanding shares of ATMCo Common Stock pursuant to the Distribution.

(6) "**Agreement**" has the meaning assigned to such term in the Preamble hereto.

(7) "**Amended Financial Reports**" has the meaning assigned to such term in Section 7.3(f).

(8) "**Ancillary Agreements**" means the Employee Matters Agreement, the Tax Matters Agreement, the Patent and Technology Cross-License Agreement, the Trademark License and Use Agreement, the Transition Services Agreement, the Continuing Arrangements, the other agreements set forth on Schedule 1.1(8) and such other written agreements, documents or instruments as the Parties may agree are reasonably necessary or desirable and which specifically state that they are Ancillary Agreements within the meaning of this Agreement.

(9) "**Asset**" means assets, properties, interests, claims, rights, remedies and recourse (including goodwill), wherever located (including in the possession of vendors or other third parties or elsewhere), of every kind, character and description, whether real, personal or mixed, tangible, intangible or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected on the Records or financial statements of any Person, including the following (regardless of any potential overlap):

(i) all accounting and other legal and business books, records, ledgers and files, whether printed, electronic or written;

(ii) all computers and other electronic data processing and communications equipment, fixtures, machinery, equipment, furniture, office equipment, automobiles, trucks and other transportation equipment, special and general tools, test devices, prototypes and models and other tangible personal property;

(iii) all inventories of products, goods, materials, parts, raw materials and supplies;

(iv) all interests in real property of whatever nature, including easements, rights-of-way, leases, subleases, licenses or other occupancy agreements, whether as fee owner, mortgagee or holder of a Security Interest in real property, lessor, sublessor, licensor, lessee, sublessee, licensee or otherwise;

(v) all interests in any capital stock or other equity interests of any Subsidiary or any other Person, all bonds, notes, debentures or other securities issued by any Subsidiary or any other Person, all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other Person and all other investments in securities of any Person;

(vi) all Contracts and any rights or claims (whether accrued or contingent) arising under any Contracts;

(vii) all deposits, letters of credit and performance and surety bonds;

(viii) all written (including in electronic form) technical information, data, specifications, research and development information, engineering drawings and specifications, operating and maintenance manuals, and materials and analyses prepared by consultants and other third parties;

(ix) all Intellectual Property;

(x) all IT Assets;

(xi) all Personal Data;

(xii) all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, customer and vendor data, correspondence and lists, product data and literature, artwork, design, development and business process files and data, vendor and customer drawings, specifications, quality records and reports and other books, records, studies, surveys, reports, plans and documents;

(xiii) all prepaid expenses, trade accounts and other accounts and notes receivables;

(xiv) all claims, rights, remedies and recourse against any Person, whether sounding in tort, contract or otherwise, whether accrued or contingent;

(xv) all claims, rights, remedies and recourse under insurance policies and all rights in the nature of insurance, indemnification, reimbursement or contribution;

(xvi) all licenses, permits, approvals and authorizations which have been issued by any Governmental Authority;

(xvii) all cash or Cash Equivalents, bank accounts, brokerage accounts, lock boxes and other deposit arrangements; and

(xviii) all interest rate, currency, commodity or other swap, collar, cap or other hedging or similar Contracts or arrangements.

(10) "**ATMCo**" has the meaning assigned to such term in the Preamble hereto.

(11) "**ATMCo Accounts**" has the meaning assigned to such term in Section 2.4(a).

(12) "**ATMCo Assets**" means all of NCR's or any of its Subsidiaries' (including the members of the NCR Group and the members of the ATMCo Group) right, title and interest in and to, immediately prior to the Distribution, the following Assets (except "ATMCo Assets" shall not include any Assets relating to Taxes or any Assets allocated pursuant to the Employee Matters Agreement, which shall be governed exclusively by the Tax Matters Agreement and Employee Matters Agreement, respectively):

(i) all interests in the capital stock of, or other equity interests in, each member of the ATMCo Group (other than ATMCo) and all other equity, partnership, membership, joint venture and similar interests set forth on Schedule 1.1(12)(i) under the captions "Joint Ventures Interests" or "Other Equity Interests";

(ii) all ATMCo Contracts, and, subject to Section 2.8, any rights or claims (whether accrued or contingent) of NCR, ATMCo, or any of their respective Affiliates, arising thereunder, to the extent related to the ATMCo Business;

(iii) to the extent the category of such Asset is not already covered by subclauses (i)–(ii) or (iv)-(xv) of this definition, and subject to the express terms thereof, all Assets that are primarily used, or held for use primarily in, the ATMCo Business, including;

(A) all tangible personal property and interests therein, including machinery, equipment, computer hardware, furniture, fixtures, tools, equipment, vehicles, raw materials, works-in-process, supplies, parts, finished goods and products and other inventories (including any goods, products or other inventories held at any location controlled by a member of either Group or held by a customer on consignment for a member of either Group, any goods, products or other inventories purchased by a member of either Group that are in transit and any goods, products or other inventories sold to or loaned to a customer or Third Party that are in transit to be returned to a member of either Group), in each case that are primarily used, or held for use primarily in, the operation or conduct of the ATMCo Business or that are produced for use or sale by the ATMCo Business, including those set forth on Schedule 1.1(12)(iii)(A); and

(B) (1) all Records primarily relating to the ATMCo Business (except to the extent in the possession of NCR or any member of the NCR Group as of immediately following the Distribution, in which case only copies thereof and to the extent the subject of a reasonably detailed request if requested pursuant to Section 2.6(e)(i)) and (2) copies of the portions of all Records that relate to, but do not primarily relate to, the ATMCo Business;

(iv) all Intellectual Property owned by NCR, ATMCo, or any of their respective Affiliates immediately prior to the Distribution that is used primarily in, held for use primarily in or primarily relevant to the ATMCo Business, including (a) the Technology set forth on Schedule 1.1(12)(iv)(a), and (b) the registered, and applications for or to register, Intellectual Property Rights ("**Registered IPR**") set forth on Schedule 1.1(12)(iv)(b), *provided, however*, notwithstanding anything to the contrary herein, in the case of Registered IPR, such Intellectual Property is limited solely to the Registered IPR set forth on Schedule 1.1(12)(iv)(b);

(v) all IT Assets owned, licensed to or held by NCR, ATMCo, or any of their respective Affiliates immediately prior to the Distribution that are used primarily or held for use primarily in the ATMCo Business, including the IT Assets set forth on Schedule 1.1(12)(v);

(vi) all accounts and notes receivable to the extent related to goods or services sold or provided by the ATMCo Business (including, for the avoidance of doubt, such portion of any accounts and notes receivable of the NCR Group attributable to goods or services sold or provided by the ATMCo Business);

(vii) all credits, prepaid expenses, rebates, deferred charges, advance payments, security deposits and prepaid items, in each case to the extent related to, used or held for use in, or arise out of, the operation or conduct of the ATMCo Business or the ownership or operation of the ATMCo Assets (including, for the avoidance of doubt, such portion of any credits, prepaid expenses, rebates, deferred charges, advance payments, security deposits and prepaid items of the NCR Group to the extent they are used or held for use in, or arise out of, the operation or conduct of the ATMCo Business or the ownership or operation of the ATMCo Assets), including those set forth on Schedule 1.1(12)(vii);

(viii) all rights, claims, causes of action and credits to the extent relating to any ATMCo Asset or ATMCo Liability, including those arising under any guaranty, warranty, indemnity, right of recovery, right of set-off or similar right, including those set forth on Schedule 1.1(12)(viii); *provided*, for the avoidance of doubt, that nothing in this Section 1.1(12)(viii) shall alter the ownership, including as between the Parties, of any Intellectual Property underlying or providing any such rights, claims, causes of action or credits;

(ix) subject to Article IX, any rights of any member of the ATMCo Group under any ATMCo Insurance Policies and Shared NCR Policies;

(x) (1) the owned real property set forth on Schedule 1.1(12)(x)(1), including all land and land improvements, structures, buildings, fixtures, audiovisual, telecommunications and other electronic equipment, components and systems attached to or within the walls of, or otherwise integrated into the structure of, a building, building improvements, and all easements, rights of way and other appurtenances pertaining thereto or accruing to the benefit thereof; and (2) the leases or subleases of the real property set forth on Schedule 1.1(12)(x)(2) including, to the extent provided for in such leases, any land and land improvements, structures, buildings, fixtures, audiovisual, telecommunications and other electronic equipment, components and systems attached to or within the walls of, or otherwise integrated into the structure of, a building, building improvements, and all easements, rights of way and other appurtenances pertaining thereto or accruing to the benefit of the lessee thereunder (collectively, the "**ATMCo Properties**");

(xi) all licenses, permits, registrations, approvals and authorizations primarily related to or primarily used or primarily held for use in connection with the ATMCo Business which have been issued by any Governmental Authority, including any licenses, permits, registrations, approvals and authorizations set forth on Schedule 1.1(12)(xi);

(xii) all ATMCo Accounts (but subject to subclause (xiii) of this definition with respect to any Cash Equivalents contained therein);

(xiii) with respect to Cash Equivalents, solely (A) other than ATMCo Custodian Amounts, all Cash Equivalents in any ATMCo Accounts, or otherwise in the control of a member of the ATMCo Group, as of the Measurement Time, in an aggregate amount not to exceed the ATMCo Cash Target Amount, (B) if payable pursuant to Section 2.4(g) or Section 2.4(h), as applicable, an amount of cash equal to the Voyix ATMCo Cash Floor True-Up Amount or the Voyix Cash Balance True-Up Amount and (C) any ATMCo Custodian Amounts;

(xiv) any and all Assets (other than Intellectual Property, IT Assets, Cash Equivalents and equity interests of any Person) reflected on the ATMCo Balance Sheet or the accounting records supporting such balance sheet and any Assets acquired by or for ATMCo or any member of the ATMCo Group subsequent to the date of the ATMCo Balance Sheet which, had they been so acquired on or before such date and owned as of such date, would have been reflected on the ATMCo Balance Sheet if prepared on a consistent basis, subject to any dispositions of any of such Assets subsequent to the date of the ATMCo Balance Sheet (including dispositions of any Assets acquired after the date of the ATMCo Balance Sheet); and

(xv) the Assets listed or described on Schedule 1.1(12)(xv) and any and all Assets that are expressly contemplated by this Agreement or any Ancillary Agreement as Assets to be retained by, or assigned or transferred to, any member of the ATMCo Group.

Notwithstanding the foregoing, the ATMCo Assets shall in no event include the Specified NCR Assets.

(13) "**ATMCo Balance Sheet**" means the balance sheet of the ATMCo Business, as of June 30, 2023, that is included in the Form 10-Q filed by ATMCo for the period ended June 30, 2023.

(14) "**ATMCo Business**" means the business, activities and operations of NCR or any of its Affiliates (such Affiliates measured as of immediately prior to the Distribution and including the members of the ATMCo Group and the members of the NCR Group) in or with respect to the self-service banking, payments & network, and telecommunications and technology businesses, in each case as more fully described in the Registration Statement and/or reflected in the financial statements included therein (including, for the avoidance of doubt, the business, activities and operations of Cardtronics and Moon Inc. described and/or reflected in the financial statements included therein), as conducted at any time prior to the Distribution by them or any of their current or former affiliates, subsidiaries, divisions or businesses; *provided* that the ATMCo Business shall not include (1) the business, activities and operations of NCR or any of its Affiliates (including the members of the ATMCo Group and the members of the NCR Group) in or with respect to the retail, hospitality and digital banking businesses, in each case as more fully described in NCR's Form 10-K filed with the SEC on February 27, 2023 and/or reflected in the financial statements for the reportable segments of the same names included therein, or (2) the merchant acquiring services in the retail, hospitality and other industries described as being part of NCR's payments & network segment therein and/or reflected in the financial statements for such segment therein, in each case as conducted at any time prior to the Distribution by them or any of their current or former affiliates, subsidiaries, divisions or businesses.

(15) "**ATMCo Cash Balance True-Up Amount**" has the meaning assigned to such term in Section 2.4(g).

(16) "**ATMCo Cash Target Amount**" has the meaning assigned to such term in Section 2.4(g).

(17) "**ATMCo Cash True-Up Statement**" has the meaning assigned to such term in Section 2.4(g).

(18) "**ATMCo Common Stock**" has the meaning assigned to such term in the Recitals hereto.

(19) "**ATMCo Contracts**" means the following Contracts to which any Party or any of its Subsidiaries or Affiliates is a party or by which it or any of its Affiliates or any of their respective Assets is bound, except for (x) any such Contract (or part thereof) set forth on Schedule 1.1(166)(v) and (y) leases for real property:

(i) any Contract that relates primarily to the ATMCo Business;

(ii) any Contract or part thereof that is otherwise expressly contemplated pursuant to this Agreement or any of the Ancillary Agreements to be retained by, transferred or assigned to, any member of the ATMCo Group; and

(iii) the Contracts listed or described on Schedule 1.1(19)(iii).

(20) "**ATMCo Controlled Existing Actions**" has the meaning assigned to such term in Section 6.11(b).

(21) "**ATMCo Credit Amount**" has the meaning assigned to such term in Section 5.4(d)(iii).

(22) "**ATMCo Custodian Amounts**" means any cash amounts (i)(x) held on behalf of any Third-Party, including in respect of restricted cash settlement activity related thereto and (y) vault cash and in each case of clause (x) and (y) exclusively related to the operation of the ATMCo Business or (ii) identified on Schedule 1.1(22).

(23) "**ATMCo Disclosure**" means any form, statement, schedule or other material (other than the Distribution Disclosure Documents) filed with or furnished to the SEC, any other Governmental Authority, or holders of any securities of any member of the ATMCo Group, in each case, before, on or after the Distribution Date by or on behalf of any member of the ATMCo Group in connection with the registration, sale, or distribution of securities or disclosure related thereto (including periodic disclosure obligations).

(24) "**ATMCo Environmental Liabilities**" means any Environmental Liabilities to the extent relating to, arising out of or resulting from (i) the operation or conduct of any business conducted (including the ATMCo Business) by any member of the ATMCo Group at any time after the Distribution, (ii) any ATMCo Assets owned or held for use by the ATMCo Group, solely to the extent relating to periods following the Distribution or (iii) the operation or conduct of the Cardtronics business whether relating to periods before or following the Distribution.

(25) "**ATMCo Financing Arrangements**" means the financing arrangements described on Schedule 1.1(25).

(26) "**ATMCo Group**" means ATMCo and each Person that is a Subsidiary of ATMCo as of immediately prior to the Distribution (but after giving effect to the Internal Reorganization Plan), and each Person that becomes a Subsidiary of ATMCo after the Distribution.

(27) "**ATMCo Group Employees**" has the meaning assigned to such term in the Employee Matters Agreement.

(28) "**ATMCo Indemnified Parties**" has the meaning assigned to such term in Section 6.2.

(29) "**ATMCo Insurance Policies**" has the meaning assigned to such term in Section 9.2(a).

(30) "**ATMCo LCs**" has the meaning assigned to such term in Section 2.11(e).

(31) "**ATMCo Liabilities**" means all of the following Liabilities of either Party or any of its Subsidiaries, in each case, regardless of (w) when or where such Liabilities arose or arise (unless otherwise expressly specified herein), (x) where or against whom such Liabilities are asserted or determined, (y) whether arising from or alleged to arise from negligence, gross negligence, recklessness, violation of Law, fraud or misrepresentation by any member of the NCR Group or ATMCo Group, as the case may be, or any of their past or present respective directors, officers, employees, agents, Subsidiaries or Affiliates and (z) which entity is named in any Proceeding associated with any Liability (except for Liabilities related to Taxes which are governed exclusively by the Tax Matters Agreement, and Liabilities expressly allocated by the Employee Matters Agreement, which are governed exclusively thereby):

(i) any and all Liabilities expressly assumed or retained by the ATMCo Group pursuant to this Agreement or the Ancillary Agreements, including any obligations and Liabilities of any member of the ATMCo Group under this Agreement or the Ancillary Agreements;

(ii) any and all Liabilities of NCR, ATMCo, or any of their respective Affiliates, to the extent relating to, arising out of or resulting from:

(A) the operation or conduct of the ATMCo Business, as conducted at any time prior to, on or after the Distribution (including any Liability (x) to the extent relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative of NCR, ATMCo, or any of their respective Affiliates (whether or not such act or failure to act is or was within such Person's authority) with respect to the ATMCo Business and (y) that relates to or arises out of any Contract that is an NCR Asset, solely to the extent related to the operation or conduct of the ATMCo Business prior to the Distribution);

(B) the operation or conduct of any business conducted by any member of the ATMCo Group at any time after the Distribution (including any Liability to the extent relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative of ATMCo or any of its Affiliates after the Distribution (whether or not such act or failure to act is or was within such Person's authority) with respect to the ATMCo Business); or

(C) any ATMCo Assets, whether arising before, on or after the Distribution (including any Liability relating to, arising out of or resulting from any ATMCo Contracts or Shared Contracts (but solely to the extent such Liability relates to the operation or conduct of the ATMCo Business));

In the event of any conflict between this Section 1.1(31)(ii) and any other subsection of this Section 1.1(31), such subsection which specifically addresses any Liability shall control with respect thereto; *provided* that nothing herein shall be construed to limit ATMCo's liability for its own conduct (and the conduct of any member of the ATMCo Group) following the Distribution pursuant to Section 1.1(31)(ii)(B); *provided, further*, that, in respect of any lease or sublease for real property, only those Liabilities relating to, arising out of or resulting from the leases or subleases set forth on Schedule 1.1(12)(x)(2) (subject to the terms of any Ancillary Agreement where a member of the ATMCo Group is a tenant or subtenant of NCR or a member of the NCR Group) shall be an ATMCo Liability.

(iii) any ATMCo Environmental Liabilities;

(iv) fifty percent (50%) of any and all Discontinued and/or Divested Operations and Business Liabilities;

(v) any and all Liabilities (including under applicable federal and state securities Laws) relating to, arising out of or resulting from any ATMCo Disclosure or from the Distribution Disclosure Documents or Financing Disclosure Documents;

(vi) fifty percent (50%) of all Shared Environmental Liabilities (including Remediation Costs and Expenses) after amounts incurred by NCR or a member of the NCR Group with respect thereto (whether directly or pursuant to this Agreement) in any calendar year are in excess of the Shared Environmental Matters Basket;

(vii) fifty percent (50%) of any and all Liabilities (including under applicable federal and state securities Laws) relating to, arising out of or resulting from Pre-Separation Disclosure;

(viii) any and all Liabilities relating to, arising out of or resulting from (x) the ATMCo Financing Arrangements (including Liability for any Indebtedness for borrowed money incurred in connection therewith) and any and all fees, costs and expenses, including legal fees and costs, associated therewith or with the raising of funds or incurrence of Indebtedness for borrowed money in connection therewith (whether unpaid as of the time of the Distribution or arising thereafter), other than any such fees, costs and expenses that are specifically attributable to preparing for or consummating any Debt-for-Debt Exchange or (y) any other Indebtedness outstanding as of immediately prior to the Distribution to the extent related to the operation or conduct of the ATMCo Business and any Indebtedness incurred by any member of the ATMCo Group following the Distribution;

(ix) any and all Liabilities relating to, arising out of or resulting from (y) the Proceedings set forth on Schedule 1.1(31)(ix)(y) and (z) the Proceedings set forth on Schedule 1.1(31)(ix)(z), but in the case of this clause (z), solely to the extent related to the ATMCo Business or the ATMCo Assets or as may be specified therein;

(x) to the extent related to the ATMCo Business, all Liabilities related to, arising out of or resulting from (x) any warranty, product liability obligations or claims or similar obligations, (y) any past, current or future tort, breach of Contract or violation of, or non-compliance with, any Law or any approval, consent, franchise, license, permit, registration, authorization or certificate or other right issued or granted by any Governmental Authority (other than any Environmental Liability) or (z) any return, rebate, discount, credit, customer program, or similar matters related to products or services;

(xi) any and all checks issued but not drawn to the extent related to the ATMCo Business or any ATMCo Liabilities;

(xii) any and all obligations with respect to any and all credits, prepaid expenses, rebates, deferred charges and prepaid items of any Person other than the NCR Group or ATMCo Group (including any deferred revenue), in each case to the extent related to, resulting from or arising out of the ATMCo Business;

(xiii) any and all Liabilities reflected on the ATMCo Balance Sheet or the accounting records supporting such balance sheet and any Liabilities incurred by or for ATMCo or any member of the ATMCo Group subsequent to the date of the ATMCo Balance Sheet which, had they been so incurred on or before such date, would have been reflected on the ATMCo Balance Sheet if prepared on a consistent basis, subject to any discharge of any of such Liabilities subsequent to the date of the ATMCo Balance Sheet; it being understood that (x) the ATMCo Balance Sheet and the accounting records supporting such balance sheet shall be used to determine the types of, and methodologies used to determine, those Liabilities that are included in the definition of ATMCo Liabilities pursuant to this subclause (xiii); and (y) the amounts set forth on the ATMCo Balance Sheet with respect to any Liabilities shall not be treated as minimum amounts or limitations on the amount of such Liabilities that are included in the definition of ATMCo Liabilities pursuant to this subclause (xiii) or otherwise dispositive of the amount thereof pursuant to this or the other clause of this definition;

(xiv) any and all accounts payable to the extent related to or arising out of the ATMCo Business or any other ATMCo Liability;

(xv) any and all Liabilities relating to, arising out of or resulting from any (x) indemnification obligations to any current or former director or officer of the ATMCo Group and (y) ownership of the equity, partnership, membership, joint venture and similar interests set forth on Schedule 1.1(12)(i) under the captions “Joint Ventures Interests” or “Other Equity Interests”; and

(xvi) notwithstanding anything to the contrary set forth in subsections (i)-(xv) hereof, the Liabilities set forth on Schedule 1.1(31)(xvi).

Notwithstanding the foregoing, the ATMCo Liabilities shall in any event not include any Specified NCR Liabilities; *provided* that no Specified NCR Liabilities shall be construed to limit any Liability of ATMCo in subsection (ii) or (viii) hereof which shall at all times be entirely an ATMCo Liability; *provided*, *further*, that this clause shall not limit any sharing of Liabilities as otherwise set forth in this definition and the definition of Specified NCR Liabilities.

(32) "**ATMCo Portion of the Shared Environmental Liabilities**" means fifty percent (50%).

(33) "**ATMCo Properties**" has the meaning assigned to such term in Section 1.1(12)(x).

(34) "**ATMCo Quarterly Remediation Amount**" has the meaning assigned to such term in Section 5.4(d)(ii)(1).

(35) "**ATMCo Quarterly Remediation Payment**" has the meaning assigned to such term in Section 5.4(d)(ii)(2).

(36) "**ATMCo Released Parties**" has the meaning assigned to such term in Section 6.1(a).

(37) "**ATMCo Transferred Entities**" has the meaning assigned to such term in Section 2.2(c)(ii).

(38) "**ATMCo Underpayment Amount**" has the meaning assigned to such term in Section 5.4(d)(iv).

(39) "**Business**" means the ATMCo Business and/or the NCR Business, as the context requires.

(40) "**Business Day**" means any day that is not a Saturday, a Sunday or any other day on which banks are required or authorized by Law to be closed in New York, New York.

(41) "**Business Entity**" means any corporation, partnership, trust, limited liability company, joint venture, or other incorporated or unincorporated organization or other entity of any kind or nature (including those formed, organized or otherwise existing under the Laws of jurisdictions outside the United States).

(42) "**Cash Equivalents**" means (i) cash and (ii) checks, certificates of deposit having a maturity of less than one year, money orders, marketable securities, money market funds, commercial paper, short-term instruments and other cash equivalents, funds in time and demand deposits or similar accounts, and any evidence of indebtedness issued or guaranteed by any Governmental Authority, *minus* the amount of any outbound checks, *plus* the amount of any deposits in transit (such deposits in transit, "**Cash in Transit**").

(43) "**Code**" has the meaning assigned to such term in the Recitals hereto.

(44) "**Confidential Information**" means business, operations, Technology, or other information, data or material, whether in written, oral (including by recording), electronic, or visual form (except to the extent that such Technology, information, data or material can be shown to have been (i) in the public domain through no action of such Party or its Affiliates in violation of this Agreement or (ii) lawfully acquired from other sources by such Party or its Affiliates to which it was furnished; *provided*, *however*, in the case of clause (ii) that, to the furnished Party's knowledge, such sources did not provide such information in breach of any confidentiality or fiduciary obligations). For clarity, Confidential Information includes Technology of a Party or its Affiliates disclosed, accessible or otherwise known or obtained from the other Party or its Affiliates prior to Distribution.

(45) "**Consents**" means any consents, waivers, amendments, notices, reports or other filings to be obtained from or made to any Third Party, including with respect to any Contract, or any registrations, licenses, permits, authorizations to be obtained from, or approvals from, or notification requirements to, any Third Parties, including any Third Party to a Contract and any Governmental Authority.

(46) "**Continuing Arrangements**" means those arrangements set forth on Schedule 1.1(46).

(47) "**Contract**" means any agreement, contract, subcontract, obligation, binding understanding, note, indenture, instrument, option, lease, promise, arrangement, release, warranty, license, sublicense, insurance policy, benefit plan, purchase order or legally binding commitment or undertaking of any nature (whether written or oral and whether express or implied).

(48) "**Customary Offering Actions**" means all actions by ATMCo and its Subsidiaries and representatives that are requested by NCR to assist with respect to the consummation of a Debt-for-Debt Exchange and any transactions in connection therewith, including, without limitation: (i) participating in meetings, presentations and due diligence sessions, (ii) assisting with the preparation of materials for presentations, memoranda and similar documents required in connection with any such transactions, (iii) providing any financial information (including in a form that is compliant with applicable SEC rules) and other information about ATMCo and its Subsidiaries reasonably requested by NCR, including with respect to the preparation of pro forma financial statements, (iv) authorizing and directing ATMCo's auditors to provide customary cooperation, including comfort letters (including "negative assurance" and change period comfort) and authorization letters, in connection with any such transactions and (v) providing customary CFO certificates or similar certificates with respect to certain financial information in the offering documents to the extent not otherwise covered by the "comfort letters" described herein.

(49) "**Data Controller**" has the meaning of the term "controller" set forth in the Data Protection Laws.

(50) "**Data Protection Laws**" means any and all Laws concerning the privacy, protection and security of personal information Laws throughout the world, including the GDPR and any national law supplementing the GDPR, the UK GDPR, and any regulations, or regulatory requirements, and guidance applicable to the Processing of Personal Data (as amended and/or replaced from time to time).

(51) "**Debt-for-Debt Exchange**" has the meaning assigned to such term in the Recitals hereto.

(52) "**Debt-for-Debt Indebtedness**" means certain Indebtedness incurred by ATMCo in connection with the ATMCo Financing Arrangements that qualifies as "securities" for the purposes of Section 361 of the Code in an aggregate principal amount equal to $0.

(53) "**Debt Proceeds Distribution**" means a cash distribution by ATMCo to NCR in an amount equal to $3,003,073,177.82 (which includes the proceeds from the ATMCo Financing Arrangements).

(54) "**Delayed Transfer Asset or Liability**" has the meaning assigned to such term in Section 2.6(b).

(55) "**Disagreement Deadline**" has the meaning assigned to such term in Section 8.1(a).

(56) "**Discontinued and/or Divested Operations and Business Liabilities**" means any Liabilities (including any indemnification obligations or claims for the breach of representations and warranties pursuant to any Contract, but excluding any Environmental Liabilities) arising, relating to or resulting from the transactions set forth on Schedule 1.1(56) or (i) any (v) company, (w) business, (x) business unit, (y) product line or (z) business operation operated or conducted (or any portion of the foregoing (v) through (z)), or (ii) any site or plant (or any portion thereof) and, in either or each case of clause (i) and (ii), that was (1) owned, leased, occupied or otherwise used by (or on behalf of) NCR or any of its Subsidiaries (measured as of immediately prior to the Distribution) (or any predecessor thereto) or any former Subsidiary of NCR (measured as of immediately prior to the Distribution) prior to the Distribution and (2) that was not owned, operated or conducted or, with respect to plants and sites, used by (or on behalf of) NCR or any of its Subsidiaries (measured as of immediately prior to the Distribution) in the active conduct of any business or operations as of immediately prior to the Distribution, in each case, whether as a result of sale, transfer, conveyance or other disposition or abandonment, closure, discontinuation or other cessation completed prior to the Distribution. For the avoidance of doubt, the NCR Business shall not be considered a discontinued business of ATMCo as a result of the transactions contemplated hereby and by the Ancillary Agreements and the ATMCo Business shall not be considered a discontinued business of NCR as a result of the transactions contemplated hereby and by the Ancillary Agreements and the parties will otherwise be responsible for Liabilities associated with their respective businesses as set forth herein and in the Ancillary Agreements.

(57) "**Dispute Notice**" has the meaning assigned to such term in Section 8.1(a).

(58) "**Disputes**" has the meaning assigned to such term in Section 8.1(a).

(59) "**Distribution**" has the meaning assigned to such term in the Recitals hereto.

(60) "**Distribution Date**" means the date of the consummation of the Distribution, which shall be determined by the NCR Board in its sole discretion.

(61) "**Distribution Disclosure Documents**" means the Registration Statement and all exhibits thereto (including the Information Statement), any current reports on Form 8-K and the registration statement on Form S-8 related to securities to be offered under ATMCo's employee benefit plans, in each case as filed or furnished by ATMCo with the SEC in connection with the Distribution.

(62) "**Ebina Matter**" means those regulatory compliance activities NCR is engaged in with the government of Japan in connection with certain manufacturing waste generated from NCR's past operations in that country and as described more fully in NCR's Annual Report on Form 10-K filed with the SEC on February 27, 2023.

(63) "**Effective Time**" means immediately prior to the time at which the Distribution is effective on the Distribution Date.

(64) "**Employee Matters Agreement**" means the employee matters agreement by and between NCR and ATMCo, dated as of the date hereof and substantially in the form attached as Exhibit A hereto.

(65) "**Environmental Claim**" means any Proceeding by any Person alleging Liability (including Liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, attorneys' fees, fines or penalties) arising out of, based on, resulting from or relating to (i) the presence, release of, or exposure to any Hazardous Substances; (ii) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law; (iii) any other matters covered or regulated by, or for which liability is imposed under, Environmental Laws; or (iv) the remediation of any Hazardous Substance.

(66) "**Environmental Law**" means all Laws, including all judicial, administrative and regulatory orders, determinations, and consent agreements or decrees, relating to pollution, the protection, restoration or remediation of or prevention of harm to the environment or natural resources, or the protection of human health and safety, including Laws relating to: (i) the exposure to, or presence, release or threatened release of, Hazardous Substances; (ii) the generation, manufacture, processing, distribution, use, treatment, containment, disposal, storage, release, transport or handling of Hazardous Substances; or (iii) recordkeeping, notification, disclosure, permitting and reporting requirements respecting Hazardous Substances, in each case enacted on the date of this Agreement (regardless of whether the effective date relating thereto is before or after the Distribution).

(67) "**Environmental Liabilities**" means any Liabilities arising out of, resulting from or relating to any Environmental Law, Environmental Claim or, to the extent relating to the environment or Hazardous Substances, any Contract or agreement, including (i) fines, penalties, judgments, awards, settlements, losses, expenses and disbursements; (ii) costs of defense (including attorney's fees and fees of other Third-Party advisors) and other responses to any administrative or judicial action (including notices, information requests, claims, complaints, suits and other assertions of liability); (iii) responsibility for any investigation, response, reporting, permitting, remediation, monitoring or cleanup costs, injunctive relief, natural resource damages, financial assurance requirements (including performance bonds) and any other environmental compliance or remedial measures, in each case known or unknown, foreseen or unforeseen; and (iv) costs of seeking cost recovery or contribution, including outside attorney's fees and other litigation expenses.

(68) "**Environmental Permit**" means any permit, license, approval or other authorization under any applicable Law or of any Governmental Authority relating to Environmental Laws.

(69) "**Estimated Quarterly Remediation Costs**" has the meaning assigned to such term in Section 5.4(d)(ii)(1).

(70) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

(71) "**Final ATMCo Cash Balance Amount**" has the meaning assigned to such term in Section 2.4(g).

(72) "**Financing Disclosure Documents**" shall mean any documents relating to any debt issuance of ATMCo or its Subsidiaries prior to the Distribution or otherwise relating to the Debt-for-Debt Indebtedness, a Debt-for-Debt Exchange or the ATMCo Financing Arrangements, including, without limitation, any offering memorandum, confidential information memorandum, registration statement, lender presentation, credit agreement or other bank financing arrangement, exchange agreement, purchase agreement (including the representations, warranties and covenants contained therein) and any other agreements or arrangements entered into in connection with the foregoing, including those related to a bond issuance.

(73) "**Fixed ATMCo Cash Floor Amount**" has the meaning assigned to such term in Section 2.4(g).

(74) "**GDPR**" means the General Data Protection Regulation (EU) 2016/679.

(75) "**Georgia Courts**" has the meaning assigned to such term in Section 8.3(f).

(76) "**Governmental Approvals**" means any notices, reports or other filings to be given to or made with, or any releases, Consents, substitutions, approvals, amendments, registrations, permits or authorizations to be obtained from, any Governmental Authority.

(77) "**Governmental Authority**" means any federal, state, local, foreign or international court, government, department, commission, board, bureau or agency, or any other regulatory, self-regulatory, administrative or governmental organization or authority, including NYSE and any similar self-regulatory body under applicable securities Laws.

(78) "**Group**" means the NCR Group and/or the ATMCo Group, as the context requires.

(79) "**Guaranty Release**" has the meaning assigned to such term in Section 2.11(b).

(80) "**Hazardous Substances**" means (i) any material, substance, chemical, or waste (or combination thereof) that (A) is listed, defined, designated, regulated or classified as hazardous, toxic, radioactive, dangerous, a pollutant, a contaminant, petroleum, oil, or words of similar meaning or effect under any Law relating to pollution, waste, or the environment or (B) can form the basis of any Liability under any Law relating to pollution, waste, or the environment; and (ii) any petroleum, petroleum products, per- and polyfluoroalkyl substances (including PFAs, PFOA, PFOS, Gen X, and PFBs), polychlorinated biphenyls (PCBs), chlorinated hydrocarbons (including PCE, TCE, PCA, TCA and associated breakdown products), asbestos and asbestos-containing materials, radon, mold, fungi and other substances, including related precursors and breakdown products.

(81) "**Identified Shared Environmental Liabilities**" means Environmental Liabilities to the extent arising out of, relating to or resulting from matters set forth on Schedule 1.1(81) (solely to the extent related to periods prior to the Distribution).

(82) "**Improvements**" means modifications, improvements, enhancements and derivatives (including derivative works).

(83) "**Indebtedness**" means, of any specified Person, (a) all obligations of such specified Person for borrowed money or arising out of any extension of credit to or for the account of such specified Person (including reimbursement or payment obligations with respect to surety bonds, letters of credit, bankers' acceptances and similar instruments), (b) all obligations of such specified Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such specified Person issued or assumed as the deferred purchase price of property or services, (d) all Liabilities secured by (or for which any Person to which any such Liability is owed has an existing right, contingent or otherwise, to be secured by) any mortgage, deed of trust, lien, pledge or other encumbrance on property owned or acquired by such specified Person (or upon any revenues, income or profits of such specified Person therefrom), whether or not the obligations secured thereby have been assumed by the specified Person or otherwise become Liabilities of the specified Person, (e) all capital lease obligations of such specified Person, (f) all securities or other similar instruments convertible or exchangeable into any of the foregoing, and (g) any Liability of others of a type described in any of the preceding clauses (a) through (f) in respect of which the specified Person has incurred, assumed or acquired a Liability by means of a guarantee.

(84) "**Indemnifiable Loss**" means any and all damages, losses, deficiencies, Liabilities, obligations, penalties, judgments, settlements, claims, payments, fines, interest, costs and expenses (including reasonable costs and expenses of any and all Proceedings and demands, assessments, judgments, settlements and compromises relating thereto and the reasonable costs and expenses of attorneys', accountants', consultants' and other professionals' fees and expenses incurred in the investigation or defense thereof or the enforcement of rights hereunder).

(85) "**Indemnified Party**" or "**Indemnified Parties**" has the meaning assigned to such term in Section 6.2.

(86) "**Indemnifying Party**" means ATMCo, for any indemnification obligation arising under Section 6.3, and NCR, for any indemnification obligation arising under Section 6.2.

(87) "**Indemnity Payment**" has the meaning assigned to such term in Section 6.7(a).

(88) "**Information**" means all information and Technology in written, oral, electronic or other tangible or intangible forms, stored in any medium, including confidential or non-public information (including non-public financial information), proprietary information, studies, reports, Records, books, accountants' work papers, contracts, instruments, surveys, processes, techniques, prototypes, samples, data, computer data, information contained in disks, diskettes, tapes, computer programs or other technology, marketing plans, customer data, communications by or to attorneys (including attorney work product), memos and other materials prepared by attorneys and accountants or under their direction (including attorney work product), and other technical, financial, legal, employee or business information or data.

(89) "**Information Statement**" means the information statement of ATMCo, included as Exhibit 99.1 to the Registration Statement, to be distributed or made available to holders of NCR Common Stock in connection with the Distribution, including any amendments or supplements thereto.

(90) "**Intellectual Property**" means Technology and Intellectual Property Rights.

(91) "**Intellectual Property Rights**" means, on a worldwide basis, all Patents, copyrights, Marks, know-how related rights, trade secrets and other confidential information related rights, data and database rights and other intellectual and industrial property rights (including those related to Technology) and similar and equivalent rights to any of the foregoing.

(92) "**Intergroup Indebtedness**" means any receivables, payables, accounts, advances, loans, guarantees, commitments and indebtedness for borrowed funds between any member of the NCR Group, on the one hand, and any member of the ATMCo Group, on the other hand, that exists prior to the Distribution and is reflected in the records of the relevant members of the NCR Group and the ATMCo Group, except for any such receivable, payable or loan that arises pursuant to this Agreement, any Ancillary Agreement, any Continuing Arrangements and any other agreements entered into in the ordinary course of business at or following the Distribution.

(93) "**Internal Reorganization Plan**" means all of the transactions, other than the Distribution, (x) described in the step plan delivered by NCR to ATMCo on October 15, 2023, as it may be amended by mutual written agreement by NCR and ATMCo from time to time following the Distribution and (y) with respect to the Transfer of Intellectual Property, as determined by NCR prior to the Distribution in its sole discretion.

(94) "**IT Assets**" means all computer systems, telecommunications equipment, Internet Protocol addresses, data rights and documentation, reference, resource and training materials to the extent relating thereto, and all Contracts (including Contract rights) to the extent relating to any of the foregoing (including software license agreements, source code escrow agreements, support and maintenance agreements, electronic database access contracts, domain name registration agreements, website hosting agreements, software or website development agreements, outsourcing agreements, service provider agreements, interconnection agreements, governmental permits, radio licenses and telecommunications agreements).

(95) "**Joint Actions**" has the meaning assigned to such term in Section 6.11(d).

(96) "**Law**" means any applicable foreign, federal, national, state, provincial or local law (including common law), statute, ordinance, rule, regulation, code or other requirement enacted, promulgated, issued or entered into, or act taken, by a Governmental Authority.

(97) "**Liabilities**" means all debts, liabilities, obligations, responsibilities, losses, damages (whether compensatory, punitive, consequential, treble or other), fines, penalties and sanctions, absolute or contingent, matured or unmatured, reserved or unreserved, liquidated or unliquidated, foreseen or unforeseen, on or off balance sheet, joint, several or individual, asserted or unasserted, accrued or unaccrued, known or unknown, whenever arising under or in connection with any Law (including any Environmental Law and any Laws relating to Intellectual Property), or other pronouncements of Governmental Authorities constituting a Proceeding, order or consent decree of any Governmental Authority or any award of any arbitral authority, and those arising under any Contract, agreement, guarantee, commitment or undertaking, whether sought to be imposed by a Governmental Authority, private party, or a Party, whether based in contract, tort, implied or express covenant or warranty, strict liability, criminal or civil statute, or otherwise, and including any costs, expenses, interest, attorneys' fees, disbursements and expense of counsel, expert and consulting fees, fees of Third-Party administrators, and costs related thereto or to the investigation or defense thereof.

(98) "**Managing Party**" has the meaning assigned to such term in Section 6.11(d).

(99) "**Marks**" means, on a worldwide basis, all on a worldwide basis, all trademarks, service marks and rights in or to trade names, business (including product and service) brands and names, logos, symbols and slogans, trade dress, domain names, social media handles and names, and other identifiers and similar items and all associated goodwill.

(100) "**Measurement Time**" means 5:00 p.m. New York City time on the Distribution Date.

(101) "**Mixed Claim**" has the meaning assigned to such term in Section 6.4(f).

(102) "**NCR**" has the meaning assigned to such term in the Preamble hereto.

(103) "**NCR Accounts**" has the meaning assigned to such term in Section 2.4(a).

(104) "**NCR Assets**" means (i) NCR's or any of its Subsidiaries' (including the members of the NCR Group and the members of the ATMCo Group) right, title and interest in and to, immediately prior to the Distribution, any and all Assets that are not ATMCo Assets and (ii) Specified NCR Assets.

(105) "**NCR Board**" has the meaning assigned to such term in the Recitals hereto.

(106) "**NCR Business**" means (1) the business, activities and operations of NCR or any of its Affiliates (such Affiliates measured as of immediately prior to the Distribution and including the members of the ATMCo Group and the members of the NCR Group) in or with respect to the retail, hospitality and digital banking businesses, in each case as more fully described in NCR's Form 10-K filed with the SEC on February 27, 2023 and/or reflected in the financial statements for the reportable segments of the same names included therein, and (2) the merchant acquiring services in the retail, hospitality and other industries described as being part of NCR's payments & network segment therein and/or reflected in the financial statements for such segment therein, in each case as conducted at any time prior to the Distribution by them or any of their current or former affiliates, subsidiaries, divisions or businesses.

(107) "**NCR Common Stock**" has the meaning assigned to such term in the Recitals hereto.

(108) "**NCR Controlled Existing Actions**" has the meaning assigned to such term in Section 6.11(c).

(109) "**NCR Disclosure**" means any form, statement, schedule or other material (other than the Distribution Disclosure Documents and Financing Disclosure Documents) filed with or furnished to the SEC, any other Governmental Authority, or holders of any securities of any member of the NCR Group, in each case, on or after the Distribution by or on behalf of any member of the NCR Group in connection with the registration, sale or distribution of securities or disclosure related thereto (including periodic disclosure obligations).

(110) "**NCR Environmental Liabilities**" means any Environmental Liabilities to the extent relating to, arising out of or resulting from (i) the operation or conduct of any business conducted (including the NCR Business) by any member of the NCR Group at any time after the Distribution, (ii) any NCR Assets owned or held for use by the NCR Group, solely to the extent relating to periods following the Distribution or (iii) the Ebina Matter.

(111) "**NCR Group**" means (i) NCR and each of its Subsidiaries immediately following the Distribution and (ii) each Person that becomes a Subsidiary of NCR after the Distribution, in each case, other than the members of the ATMCo Group.

(112) "**NCR Group Employee**" has the meaning assigned to such term in the Employee Matters Agreement.

(113) "**NCR Indebtedness**" means Indebtedness of NCR as of immediately prior to the Distribution.

(114) "**NCR Indemnified Parties**" has the meaning assigned to such term in Section 6.3.

(115) "**NCR Insurance Policies**" has the meaning assigned to such term in Section 9.1(a).

(116) [Intentionally Omitted]

(117) "**NCR LCs**" has the meaning assigned to such term in Section 2.11(d).

(118) "**NCR Liabilities**" means any and all Liabilities of either Party or any of its Subsidiaries that (x) are not ATMCo Liabilities or (y) are Specified NCR Liabilities. The NCR Liabilities shall in no event include any Liabilities (including Liabilities under ATMCo Contracts and ATMCo Liabilities) that (i) are related to Taxes which are governed exclusively by the Tax Matters Agreement or (ii) expressly allocated by the Employee Matters Agreement, which are governed exclusively thereby. NCR shall be liable for NCR Liabilities following the Distribution regardless of (1) when or where such Liabilities arose or arise, (2) where or against whom such Liabilities are asserted or determined, (3) regardless of whether arising from or alleged to arise from negligence, gross negligence, recklessness, violation of Law, fraud or misrepresentation by any member of the NCR Group or ATMCo Group, as the case may be, or any of their past or present respective directors, officers, employees, agents, Subsidiaries or Affiliates and (4) which entity is named in any Proceeding associated with any Liability.

(119) "**NCR Released Parties**" has the meaning assigned to such term in Section 6.1(b).

(120) "**NCR Transferred Entities**" has the meaning assigned to such term in Section 2.2(c)(i).

(121) "**Negotiation Deadline**" has the meaning assigned to such term in Section 8.1(a).

(122) "**Non-Compete Acquirors**" has the meaning assigned to such term in Section 5.3(c)(iv).

(123) "**Non-Compete Period**" has the meaning assigned to such term in Section 5.3(a).

(124) "**Non-Managing Party**" has the meaning assigned to such term in Section 6.11(d).

(125) "**Non-Transferred Permit**" has the meaning assigned to such term in Section 5.2(a).

(126) "**Notice of Disagreement**" has the meaning assigned to such term in Section 8.1(a).

(127) "**Notice Recipient**" has the meaning assigned to such term in Section 2.8(c).

(128) "**Notifying Party**" has the meaning assigned to such term in Section 2.8(c).

(129) "**NYSE**" means the New York Stock Exchange.

(130) "**Party**" or "**Parties**" has the meaning assigned to such term in the Preamble hereto.

(131) "**Patent Applications**" means, on a worldwide basis, all applications to obtain a Patent, including provisionals, continuations, divisionals, continuations-in-part, and re-examination and reissue applications. Patent Applications shall also include any Patent Application that is filed for an invention disclosed in a formal Invention Disclosure Record ("**IDR**") submitted via NCR's IDR portal during the three (3) years prior to the Distribution Date for which a Patent Application has not been filed prior to the Distribution Date, including those for which a filing decision has not been made as of the Distribution Date.

(132) "**Patent and Technology Cross-License Agreement**" means the Patent and Technology Cross-License Agreement by and between NCR and ATMCo, dated as of the Distribution and substantially in the form attached as Exhibit D hereto.

(133) "**Patents**" means, on a worldwide basis, all national, regional, international and any other patents (including utility patents and models, design patents and patents arising from any Patent Applications), including any extensions, renewals and substitutions thereof or therefor.

(134) "**Permit Transferee**" means NCR or ATMCo, or another member of their respective Group, that requires a permit, including any Environmental Permit, to be transferred or issued to it with respect to the properties, businesses, and operations being conveyed or Transferred to it pursuant to this Agreement.

(135) "**Permit Transferor**" means each of NCR or ATMCo or another member of its respective Group, as applicable, that currently holds a permit, including any Environmental Permit, that must be transferred, or in respect of which a new permit must be issued, to a member of the NCR Group or ATMCo Group, or a relevant subsidiary, in connection with the transfer of any properties, businesses, or operations of the NCR Group or ATMCo Group, respectively.

(136) "**Person**" means any natural person, corporation, general or limited partnership, limited liability company or partnership, joint stock company, joint venture, association, trust, bank, trust company, land trust, business trust or other organization, whether or not a legal entity, and any Governmental Authority.

(137) "**Personal Data**" has the meaning set forth in the Data Protection Law.

(138) "**Pre-Approved Transaction**" means each of those transactions set forth on Schedule 1.1(138).

(139) "**Pre-Distribution ATMCo Claims**" has the meaning assigned to such term in Section 9.1(c).

(140) "**Pre-Distribution NCR Claims**" has the meaning assigned to such term in Section 9.2(b).

(141) "**Pre-Separation Disclosure**" means any form, statement, schedule or other material (other than the Distribution Disclosure Documents and Financing Disclosure Documents) that NCR, ATMCo, or any of their respective Affiliates filed with or furnished to the SEC, any other Governmental Authority, or holders of any securities of NCR or any of its Affiliates, in each case, prior to the Distribution and in connection with the registration, sale, or distribution of securities or disclosure related thereto (including periodic disclosure obligations).

(142) "**Property Policies**" has the meaning assigned to such term in Section 9.1(b).

(143) "**Privilege**" has the meaning assigned to such term in Section 7.6(a).

(144) "**Privileged Information**" has the meaning assigned to such term in Section 7.6(a).

(145) "**Proceeding**" means any claim, charge, demand, action, cause of action, suit, countersuit, arbitration, litigation, inquiry, subpoena, proceeding, or investigation of any kind by or before any court, grand jury, Governmental Authority, or any arbitral or mediation authority.

(146) "**Processing**" (and its cognates) has the meaning set forth in the Data Protection Laws.

(147) "**Prohibited ATMCo Business**" has the meaning assigned to such term in Section 5.3(a).

(148) "**Prohibited NCR Business**" has the meaning assigned to such term in Section 5.3(b).

(149) "**Property Policies**" has the meaning assigned to such term in Section 9.1(b).

(150) "**Record Date**" means the date to be determined by the NCR Board in its sole discretion as the record date for the Distribution.

(151) "**Records**" means all books, records and other documents, books of account, stock records and ledgers, financial, accounting and personnel records, files, invoices, customers' and suppliers' lists, other distribution lists, operating, production and other manuals and sales and promotional literature, in all cases, in any form or medium.

(152) "**Registration Statement**" means the Registration Statement on Form 10 of ATMCo (which includes the Information Statement) relating to the registration under the Exchange Act of ATMCo Common Stock, including all amendments or supplements thereto.

(153) "**Remedial Action**" means all actions to: (i) cleanup, remove, treat, monitor, assess, contain or remediate Hazardous Substances in the indoor or outdoor environment; (ii) prevent the release of Hazardous Substances so that they do not migrate, endanger or threaten to endanger public or ecological health, safety or welfare or the indoor or outdoor environment; (iii) perform pre-remedial studies and investigations and post-remedial monitoring and care; (iv) respond to any government requests or third-party subpoenas or similar process for information or documents regarding any Hazardous Substances; or (v) otherwise address or respond to a release of Hazardous Substances.

(154) "**Remediation Costs and Expenses**" means, in the aggregate, the portion of Shared Environmental Liabilities arising out of, relating to or resulting from any Remedial Action (including the aggregate amount of all cash payments (including any costs, expenses, attorneys' fees, disbursements and expense of counsel, expert and consulting fees and fees of Third-Party administrators incurred by NCR in connection with a Remedial Action in respect of Shared Environmental Liabilities), the fair market value of all non-cash payments and the incremental costs of providing any goods or services made or provided (including allocated costs of in-house counsel and other personnel)) net of (i) any insurance proceeds received with respect to any Remedial Action in respect of any Shared Environmental Liabilities, and (ii) any other payments made by Third Parties to NCR with respect to any Remedial Action in respect of any Shared Environmental Liabilities (but in each case, subject to the receipt thereof).

(155) "**Rules**" has the meaning assigned to such term in Section 8.3(a).

(156) "**SEC**" means the United States Securities and Exchange Commission or any successor agency thereto.

(157) "**Security Interest**" means any mortgage, security interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction, right-of-way, condition, easement, encroachment, restriction on transfer, or other encumbrance of any nature whatsoever, excluding restrictions on transfer under securities Laws.

(158) "**Separation**" has the meaning assigned to such term in the Recitals hereto.

(159) "**Shared ATMCo Policies**" has the meaning assigned to such term in Section 9.2(b).

(160) "**Shared Contract**" means any Contract of any member of the ATMCo Group or NCR Group that, as of the Distribution, relates in any material respect to both the ATMCo Business, on the one hand, and the NCR Business, on the other hand in respect of rights or performance obligations for periods of time after the Distribution.

(161) "**Shared Contractual Liabilities**" means Liabilities in respect of Shared Contracts.

(162) "**Shared Environmental Liabilities**" means Environmental Liabilities to the extent arising out of, relating to or resulting from: (i) any businesses, operations or real property of NCR, its Subsidiaries, former Subsidiaries (in each case, measured as of immediately prior to the Distribution) or any of their predecessors that, prior to the Distribution, had been divested, sold, discontinued, idled, or shutdown, (ii) the operation or conduct of any business conducted (including the ATMCo Business and NCR Business) by NCR or any Subsidiary or former Subsidiary thereof or any of their predecessors (measured as of immediately prior to the Distribution) at any time prior to the Distribution, (iii) the release of Hazardous Substances occurring prior to the Distribution or (iv) the Identified Shared Environmental Liabilities. For the avoidance of doubt, "Shared Environmental Liabilities" shall exclude any ATMCo Environmental Liabilities and any NCR Environmental Liabilities, and shall include any costs, expenses, attorneys' fees, disbursements and expense of counsel, expert and consulting fees and fees of Third-Party administrators incurred by NCR in connection with its rights and obligations pursuant to Section 5.4.

(163) "**Shared Environmental Matters Basket**" has the meaning assigned to such term in Section 1.1(167)(vi).

(164) "**Shared NCR Policies**" has the meaning assigned to such term in Section 9.1(c).

(165) "**Shared Permit**" has the meaning assigned to such term in Section 5.2(c).

(166) "**Specified NCR Assets**" means all of NCR's or any of its Subsidiaries' (including the members of the NCR Group and the members of the ATMCo Group) right, title and interest in and to, immediately prior to the Distribution, the following Assets, without duplication (except "Specified NCR Assets" shall not include any Assets relating to Taxes or any Assets allocated pursuant to the Employee Matters Agreement, which shall be governed exclusively by the Tax Matters Agreement and Employee Matters Agreement, respectively):

(i) all interests in the capital stock of, or other equity interests in, each member of the NCR Group (other than NCR) and all other equity, partnership, membership, joint venture and similar interests set forth on Schedule 1.1(166)(i) under the captions "Joint Ventures Interests" or "Other Equity Interests";

(ii) all accounts and notes receivable to the extent related to goods or services sold or provided by the NCR Business (including, for the avoidance of doubt, such portion of any accounts and notes receivable of the NCR Group attributable to goods or services sold or provided by the NCR Business);

(iii) all credits, prepaid expenses, rebates, deferred charges, advance payments, security deposits and prepaid items, in each case to the extent they are used or held for use in, or arise out of, the operation or conduct of the NCR Business or the ownership or operation of the NCR Assets (including, for the avoidance of doubt, such portion of any credits, prepaid expenses, rebates, deferred charges, advance payments, security deposits and prepaid items of the NCR Group to the extent they are used or held for use in, or arise out of, the operation or conduct of the NCR Business or the ownership or operation of the NCR Assets), including those set forth on Schedule 1.1(166)(iii);

(iv) all rights, claims, causes of action and credits to the extent relating to any NCR Asset or NCR Liability, including those arising under any guaranty, warranty, indemnity, right of recovery, right of set-off or similar right, including those set forth on Schedule 1.1(166)(iv); *provided*, for the avoidance of doubt, that nothing in this Section 1.1(166)(iv) shall alter the ownership, as between the Parties, of any Intellectual Property underlying or providing any such rights, claims, causes of action or credits;

(v) other than the ATMCo Contracts, all other Contracts (including those set forth on Schedule 1.1(166)(v)) to which NCR, ATMCo or any of their Affiliates is a party or by which they or any of their respective Affiliates or any of their respective Assets are bound and, subject to Section 2.8, any rights or claims (whether accrued or contingent) of NCR, ATMCo, or any of their respective Affiliates arising under all Contracts to which NCR, ATMCo or any of their Affiliates is a party or by which they or any of their respective Affiliates or any of their respective Assets are bound, to the extent related to the NCR Business;

(vi) subject to Article IX, any and all rights of any member of the NCR Group under any NCR Insurance Policies and Shared ATMCo Policies;

(vii) the Assets listed or described on Schedule 1.1(166)(vii) and any and all Assets that are expressly contemplated by this Agreement or any Ancillary Agreement as Assets to be retained by, or assigned or transferred to, any member of the NCR Group;

(viii) all Intellectual Property owned by NCR, ATMCo, or any of their respective Affiliates immediately prior to the Distribution that is not used primarily in, held for use primarily in or primarily relevant to the ATMCo Business, including (a) the Technology set forth on Schedule 1.1(166)(viii)(a), and (b) the Registered IPR set forth on Schedule 1.1(166)(viii)(b);

(ix) (A) all Cash Equivalents in any ATMCo Accounts, or otherwise in the control of a member of the ATMCo Group, as of the Measurement Time that are in excess of the ATMCo Cash Target Amount (if any), (B) all Cash Equivalents in any NCR Accounts, or otherwise in the control of a member of the NCR Group, as of the Measurement Time, (C) any Voyix Custodian Amounts and (D) any amounts to be paid to NCR or a member of the NCR Group pursuant to Section 4.1(b);

(x) (1) the owned real property set forth on Schedule 1.1(166)(x)(1), including all land and land improvements, structures, buildings, fixtures, audiovisual, telecommunications and other electronic equipment, components and systems attached to or within the walls of, or otherwise integrated into the structure of, a building, building improvements, and all easements, rights of way and other appurtenances pertaining thereto or accruing to the benefit thereof; and (2) the leases or subleases of the real property set forth on Schedule 1.1(166)(x)(2) including, to the extent provided for in such leases, any land and land improvements, structures, buildings, fixtures, audiovisual, telecommunications and other electronic equipment, components and systems attached to or within the walls of, or otherwise integrated into the structure of, a building, building improvements, and all easements, rights of way and other appurtenances pertaining thereto or accruing to the benefit of the lessee thereunder; and

(xi) any collateral securing any NCR Liability immediately prior to the Distribution.

(167) "**Specified NCR Liabilities**" means:

(i) any and all Liabilities expressly assumed or retained by the NCR Group pursuant to this Agreement or any Ancillary Agreement, including any obligations and Liabilities of any member of the NCR Group under this Agreement or the Ancillary Agreements;

(ii) any and all Liabilities of NCR, ATMCo, or any of their respective Affiliates, to the extent relating to, arising out of or resulting from:

(A) the operation or conduct of the NCR Business, as conducted at any time prior to, on or after the Distribution (including any Liability to the extent relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative of NCR, ATMCo, or any of their respective Affiliates (whether or not such act or failure to act is or was within such Person's authority) with respect to the NCR Business);

(B) the operation or conduct of any business conducted by any member of the NCR Group at any time after the Distribution (including any Liability to the extent relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative of NCR or any of its Affiliates after the Distribution (whether or not such act or failure to act is or was within such Person's authority) with respect to the NCR Business); or

(C) any NCR Assets, whether arising before, on or after the Distribution (other than, with respect to any Contract that is an NCR Asset or any Shared Contracts, any Liabilities to the extent related to the operation or conduct of the ATMCo Business);

In the event of any conflict between this Section 1.1(167)(ii) and any other subsection of this Section 1.1(167), such subsection which specifically addresses any Liability shall control with respect thereto; *provided* that nothing herein shall be construed to limit NCR's liability for its own conduct following the Distribution pursuant to Section 1.1(167)(ii)(B); *provided, further*, that, in respect of any lease or sublease for real property, only those Liabilities relating to, arising out of or resulting from the leases or subleases of the real property set forth on Schedule 1.1(166)(x)(2) shall be Specified NCR Liabilities.

(iii) any and all Liabilities relating to, arising out of or resulting from any (x) indemnification obligations to any current or former director or officer of NCR Group (other than any Liability of any current or former director or officer of NCR Group under the securities laws with respect to the Distribution Disclosure Documents or the Financing Disclosure Documents) and (y) the ownership of the equity, partnership, membership, joint venture and similar interests set forth on Schedule 1.1(166)(i) under the captions "Joint Ventures Interests" or "Other Equity Interests";

(iv) any and all Liabilities (including under applicable federal and state securities Laws) relating to, arising out of or resulting from any NCR Disclosure or any claims by stockholders related to the Separation or Distribution (other than any Liability under the securities laws with respect to the Distribution Disclosure Documents or the Financing Disclosure Documents) and fifty percent (50%) of any and all Liabilities (including under applicable federal and state securities Laws) relating to, arising out of or resulting from Pre-Separation Disclosure;

(v) any and all Liabilities relating to, arising out of or resulting from any (x) NCR Indebtedness (including any Series A Convertible Preferred Stock of NCR) or (y) any other Indebtedness outstanding as of immediately prior to the Distribution to the extent related to the operation or conduct of the NCR Business and any Indebtedness incurred by any member of the NCR Group following the Distribution, other than any Liabilities for Indebtedness for borrowed money or other Liabilities relating to the ATMCo Financing Arrangements (excluding any fees, costs and expenses that are specifically attributable to preparing for or consummating any Debt-for-Debt Exchange);

(vi) any and all Shared Environmental Liabilities (including Remediation Costs and Expenses) incurred in any calendar year up to $15 million in the aggregate (the "**Shared Environmental Matters Basket**") and then fifty percent (50%) of all such Shared Environmental Liabilities (including Remediation Costs and Expenses) incurred thereafter in any such calendar year;

(vii) any and all Liabilities relating to, arising out of or resulting from (y) the Proceedings set forth on Schedule 1.1(167)(vii)(y) and (z) the Proceedings set forth on Schedule 1.1(167)(vii)(z), but in the case of this clause (z), solely to the extent related to the NCR Business or the NCR Assets (or as specified therein);

(viii) fifty percent (50%) of any and all Discontinued and/or Divested Operations and Business Liabilities;

(ix) one hundred percent (100%) of all direct and indirect Third-Party costs and expenses of any member of the ATMCo Group or NCR Group incurred on or prior to the Distribution, in connection with the Separation and Distribution and remaining unpaid as of the Distribution other than any and all fees, costs and expenses, including legal fees and costs, associated with ATMCo Financing Arrangements or with the raising of funds or incurrence of Indebtedness for borrowed money in connection therewith (other than any such fees, costs and expenses that are specifically attributable to preparing for or consummating any Debt-for-Debt Exchange which shall be a Specified NCR Liability);

(x) any NCR Environmental Liabilities;

(xi) any and all accounts payable to the extent related to or arising out of the NCR Business or any other NCR Liability; and

(xii) notwithstanding anything to the contrary set forth in subsections (i)-(xi) hereof, the Liabilities listed or described on Schedule 1.1(167)(xii).

(168) "**Stub Period**" has the meaning assigned to such term in Section 5.4(d)(i).

(169) "**Subsidiary**" means with respect to any Person (i) a corporation, fifty percent (50%) or more of the voting or capital stock of which is, as of the time in question, directly or indirectly owned by such Person and (ii) any other partnership, joint venture, association, joint stock company, trust, unincorporated organization or other entity in which such Person, directly or indirectly, owns fifty percent (50%) or more of the equity or economic interest thereof or has the power to elect or direct the election of fifty percent (50%) or more of the members of the governing body of such entity or otherwise has control over such entity (e.g., as the managing partner of a partnership).

(170) "**Tax**" or "**Taxes**" has the meaning assigned to such term in the Tax Matters Agreement.

(171) "**Tax Contest**" has the meaning assigned to such term in the Tax Matters Agreement.

(172) "**Tax Matters Agreement**" means the tax matters agreement by and between NCR and ATMCo, substantially in the form attached as Exhibit B hereto.

(173) "**Tax Return**" has the meaning assigned to such term in the Tax Matters Agreement.

(174) "**Technology**" means, on a worldwide basis, in whatever form or medium (including in writing, electronic or any other tangible or intangible form or medium), all discoveries, ideas, concepts, creations, inventions, invention disclosures, innovations, developments, research and development (including plans, studies, data, results, and associated notes and notebooks), Improvements, trade secrets and other confidential information, know-how, designs, plans, specifications, schematics, diagrams, charts (including flow charts), drawings, blueprints, manuals, mask works, protocols, methods, processes, techniques, methodologies, algorithms, formulae, features, functions, interfaces (including APIs and GUIs), software (whether in source code, object code or any other form) and related databases and documentation, arrangements, structures and appearances (including of non-copyrightable elements, features, functions and interfaces), data and data works, and other works of authorship, technology and intellectual or industrial property (including information, data, documentation and materials), whether proprietary or not.

(175) "**Third Party**" means any Person other than the Parties or any of their respective Subsidiaries.

(176) "**Third-Party Claim**" has the meaning assigned to such term in Section 6.4(a).

(177) "**Third-Party Failure True-Up Amount**" has the meaning assigned to such term in Section 5.4(d)(vi).

(178) "**Third-Party Sharing Amounts**" has the meaning assigned to such term in Section 5.4(d)(ii)(1).

(179) "**Trademark License and Use Agreement**" means the trademark license and use agreement by and between NCR and ATMCo, dated as of the Distribution and substantially in the form attached as Exhibit E hereto.

(180) "**Transfer**" has the meaning assigned to such term in Section 2.2(c)(i) and the term "Transferred" shall have its correlative meaning.

(181) "**Transfer Documents**" means, collectively, the various instruments, assignments, agreements, Contracts and other documents entered into and to be entered into to effect the transfer and (if applicable) recordation of Assets and the assumption of Liabilities in the manner contemplated by this Agreement (including as contemplated by the Internal Reorganization Plan) or otherwise relating to, arising out of or resulting from the transactions contemplated by this Agreement (other than the Ancillary Agreements), each of which shall be in such form and dated as of such date as NCR shall determine in its sole discretion.

(182) "**Transition Services Agreement**" means the transition services agreement by and between NCR and ATMCo, dated as of the date hereof and substantially in the form attached as Exhibit C hereto.

(183) "**UK GDPR**" means the UK General Data Protection Regulation as defined by the Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments, etc.) (EU Exit) Regulations 2019.

(184) "**Voyix ATMCo Cash Floor True-Up Amount**" has the meaning assigned to such term in Section 2.4(g).

(185) "**Voyix Cash True-Up Statement**" has the meaning assigned to such term in Section 2.4(h).

(186) "**Voyix Final Cash Balance Amount**" has the meaning assigned to such term in Section 2.4(h).

(187) "**Voyix Custodian Amounts**" means any cash amounts (i) held on behalf of any Third-Party, including in respect of restricted cash settlement activity related thereto, and exclusively related to the operation of the NCR Business or (ii) identified on Schedule 1.1(187).

(188) "**Voyix Cash Balance True-Up Amount**" has the meaning assigned to such term in Section 2.4(h).

Section 1.2 References; Interpretation. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Any action to be taken by the board of directors of a Party may be taken by a committee of the board of directors of such Party if properly delegated by the board of directors of a Party to such committee. Unless the context otherwise requires:

(a) the words "include," "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation";

(b) references in this Agreement to Articles, Sections, Annexes, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Agreement;

(c) the words "hereof," "hereby" and "herein" and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement;

(d) the word "or" shall have the inclusive meaning represented by the phrase "and/or";

(e) any reference to any agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and by this Agreement;

(f) any reference to any Law (including statutes and ordinances) means such law (including all rules and regulations promulgated thereunder) as amended, modified, codified or reenacted, in whole or in part, and in effect at the time of determining compliance or applicability;

(g) unless the context requires otherwise, any references in this Agreement to "NCR" shall also be deemed to refer to the applicable member of the NCR Group, references to "ATMCo" shall also be deemed to refer to the applicable member of the ATMCo Group and, in connection therewith, any references to actions or omissions to be taken, or refrained from being taken, as the case may be, by NCR or ATMCo shall be deemed to require NCR or ATMCo, as the case may be, to cause the applicable members of the NCR Group or the ATMCo Group, respectively, to take, or refrain from taking, any such action;

(h) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or thing extends, and such phrase shall not mean simply "if";

(i) all references to "$" or dollar amounts are to the lawful currency of the United States of America;

(j) any capitalized terms used in any Schedule to this Agreement or to any Ancillary Agreement but not otherwise defined therein shall have the meaning as defined in this Agreement or the Ancillary Agreement to which such Schedule is attached, as applicable;

(k) references in this Agreement to any time shall be to Atlanta, Georgia time unless otherwise expressly provided herein;

(l) as described in Section 10.24, to the extent that the terms and conditions of any Schedule hereto conflicts with the express terms of the body of this Agreement or any Ancillary Agreement, the terms of such Schedule shall control; it being understood that the Parties intend to include in the Schedules hereto any exceptions to the general rules described in the body of this Agreement and to give full effect to such exceptions, with respect to the matters expressly set forth therein; and

(m) with respect to Environmental Liabilities, (x) any Environmental Liabilities arising out of, relating to or resulting from any business actively operated as of the Distribution (excluding any operations solely related to remediation) shall only be considered "Shared Environmental Liabilities" hereunder with respect to any conduct or operation thereof prior to the Distribution, such that Environmental Liabilities shall be allocated between the Parties such that Liabilities for conduct or operations prior to the Distribution are Shared Environmental Liabilities and Liabilities related to conduct or operations following the Distribution (including releases of Hazardous Substances occurring following the Distribution) are either NCR Environmental Liabilities or ATMCo Environmental Liabilities based on the terms hereof and (y) in the event any Environmental Liability relates to conduct or operations during periods prior to and after the Distribution, such Environmental Liability shall be allocated between the Parties consistent with clause (x) above notwithstanding the conduct or operations relates to both periods (i.e., Environmental Liabilities for periods prior to the Distribution are shared, once the Shared Environmental Matters Basket is exceeded in a calendar year, fifty percent (50%) by each Party for the remainder of such calendar year and for periods following the Distribution borne one hundred percent (100%) by the Party responsible therefore pursuant to this Agreement).

Section 1.3 Effective Time. This Agreement shall be effective as of the Effective Time.

Section 1.4 Certain Matters Governed Exclusively by Ancillary Agreements. As described in more detail in, but subject to the terms and conditions of, Section 10.24, the Tax Matters Agreement, the Employee Matters Agreement, the Patent and Technology Cross-License Agreement, the Trademark License and Use Agreement and the Transition Services Agreement will govern NCR's and ATMCo's respective rights, responsibilities and obligations after the Distribution with respect to the matters set forth in such Ancillary Agreement, except as expressly set forth in this Agreement or any other Ancillary Agreement.

ARTICLE II

THE SEPARATION

Section 2.1 General. Subject to the terms and conditions of this Agreement, including Section 4.4 and Section 4.5, the Parties shall use, and shall cause their respective Affiliates to use, their respective commercially reasonable efforts to consummate the transactions contemplated hereby, a portion of which have already been implemented prior to the date hereof, including the Internal Reorganization Plan.

Section 2.2 The Separation.

(a) It is the intent of the Parties that prior to consummation of the Distribution, NCR, ATMCo and their respective Subsidiaries shall complete the Separation and NCR, ATMCo and their respective Subsidiaries shall be reorganized, to the extent necessary, such that as of immediately prior to the Distribution, subject to Section 2.6 and the provisions of any Ancillary Agreement, (i) all of NCR's and its Subsidiaries' right, title and interest in and to the ATMCo Assets will be owned or held by a member or members of the ATMCo Group, the ATMCo Business will be conducted by the members of the ATMCo Group and the ATMCo Liabilities will be assumed directly or indirectly by (or retained by) a member of the ATMCo Group; and (ii) all of NCR's and its Subsidiaries' right, title and interest in and to the NCR Assets will be owned or held by a member or members of the NCR Group, the NCR Business will be conducted by the members of the NCR Group and the NCR Liabilities will be assumed directly or indirectly by (or retained by) a member of the NCR Group.

(b) Prior to the Distribution, except for Transfers contemplated expressly by the Internal Reorganization Plan, this Agreement (including Section 2.6 or Section 2.8 hereof) or the Ancillary Agreements to occur after the Distribution, the Parties shall and shall cause the other members of their Group and their respective then-Affiliates to complete the transactions set forth in the Internal Reorganization Plan (certain of which transactions shall have already been completed prior to the date hereof).

(c) Prior to the Distribution and, in each case, in accordance with the Internal Reorganization Plan and pursuant to the Transfer Documents (as applicable) and, in connection with the Separation:

(i) NCR shall and hereby does (if not effected pursuant to a Transfer Document and effective as of immediately prior to the Distribution), on behalf of itself and the other members of the NCR Group (and as required shall and hereby does cause such members) as applicable, transfer, contribute, assign, distribute, and convey, or cause to be transferred, contributed, assigned, distributed and conveyed ("**Transfer**"), to ATMCo or another applicable member of the ATMCo Group, and ATMCo or such member of the ATMCo Group shall and hereby does (effective as of immediately prior to the Distribution) accept from NCR and the applicable members of the NCR Group, all of NCR's and the other NCR Group members' respective direct or indirect rights, title and interest in and to the ATMCo Assets, including all of the outstanding shares of capital stock or other ownership interests in the entities listed on Schedule 1.1(12)(i) (the "**NCR Transferred Entities**");

(ii) ATMCo shall and hereby does (if not effected pursuant to a Transfer Document and effective as of immediately prior to the Distribution), on behalf of itself and the other members of the ATMCo Group (and as required shall and hereby does cause such members), as applicable, Transfer to NCR or another applicable member of the NCR Group, and NCR or such member of the NCR Group shall and hereby does accept (effective as of immediately prior to the Distribution) from ATMCo and the applicable members of the ATMCo Group, all of ATMCo's and the other ATMCo Group members' respective direct or indirect rights, title and interest in and to the NCR Assets held by ATMCo or a member of the ATMCo Group, including all of the outstanding shares of capital stock or other ownership interests in the entities listed on Schedule 1.1(166)(i) (the "**ATMCo Transferred Entities**"); and

(iii) (A) NCR shall, or shall cause another member of the NCR Group to, accept, assume (or, as applicable, retain) and perform, discharge and fulfill, in accordance with their respective terms, all of the NCR Liabilities and to the extent not effected pursuant to a Transfer Document, NCR or the applicable member of the NCR Group does hereby assume such liabilities and (B) ATMCo shall, or shall cause another member of the ATMCo Group to, accept, assume (or, as applicable, retain) and perform, discharge and fulfill, in accordance with their respective terms, all of the ATMCo Liabilities and to the extent not effected pursuant to a Transfer Document, ATMCo or the applicable member of the ATMCo Group does hereby assume such liabilities, in each case regardless of (1) when or where such Liabilities arose or arise, (2) where or against whom such Liabilities are asserted or determined, (3) whether arising from or alleged to arise from negligence, gross negligence, recklessness, violation of law, willful misconduct, bad faith, fraud or misrepresentation by any member of the NCR Group or the ATMCo Group, as the case may be, or any of their past or present respective directors, officers, employees, or agents, (4) which entity is named in any Proceeding associated with any Liability and (5) whether the facts on which they are based occurred prior to, on or after the date hereof.

(d) Following the Distribution, (i) NCR shall, or shall cause another member of the NCR Group to perform, discharge and fulfill, in accordance with their respective terms, all of the NCR Liabilities and (ii) ATMCo shall, or shall cause another member of the ATMCo Group to perform, discharge and fulfill, in accordance with their respective terms, all of the ATMCo Liabilities.

(e) It is understood and agreed by the Parties that certain of the Transfers referenced in Section 2.2(b) or assumptions referenced in Section 2.2(c)(i) and Section 2.2(c)(ii) have occurred prior to the date hereof and, as a result, no additional Transfers by any member of the NCR Group or the ATMCo Group, as applicable, shall be deemed to occur upon the execution of this Agreement with respect thereto.

Section 2.3 Settlement of Intergroup Indebtedness. Each of NCR or any member of the NCR Group, on the one hand, and ATMCo or any member of the ATMCo Group, on the other hand, will repay, defease, capitalize, cancel, forgive, discharge, extinguish, assign, discontinue or otherwise cause to be satisfied, with respect to the other Party, as the case may be, all Intergroup Indebtedness owed or owed by the other Party on or prior to the Distribution, except (x) for any Debt-for-Debt Indebtedness, (y) as otherwise agreed to in good faith by the Parties in writing on or after the date hereof or (z) as set forth on Schedule 2.3, it being understood and agreed by the Parties that the foregoing shall be subject to Section 2.11. No such terminated Intergroup Indebtedness shall be of any further force or effect after the Distribution. Each Party and the members of each Party's respective Group shall, and shall cause the members of its respective Group to, after the Distribution, at the reasonable request of the other Party, take, or cause to be taken, such other actions as may be necessary to effect the foregoing.

Section 2.4 Bank Accounts; Cash Balances.

(a) The Parties agree to take, or cause the members of their respective Groups to take, at the Distribution (or such earlier time as NCR may determine), all actions necessary to amend all Contracts governing each bank and brokerage account owned by ATMCo or any other member of the ATMCo Group (the "**ATMCo Accounts**") so that such ATMCo Accounts, if currently linked (whether by automatic withdrawal, automatic deposit, or any other authorization to transfer funds from or to, hereinafter "linked") to any bank or brokerage account owned by NCR or any other member of the NCR Group (the "**NCR Accounts**") are de-linked from the NCR Accounts. From and after the Distribution, no NCR Group Employee shall have any authority to access or control any ATMCo Account, except as provided for through the Transition Services Agreement.

(b) The Parties agree to take, or cause the members of their respective Groups to take, at the Distribution (or such earlier time as NCR may determine), all actions necessary to amend all Contracts governing the NCR Accounts so that such NCR Accounts, if currently linked to an ATMCo Account, are de-linked from the ATMCo Accounts. From and after the Distribution, no ATMCo Group Employee shall have any authority to access or control any NCR Account, except as may be provided for through the Transition Services Agreement (if applicable).

(c) The Parties intend that, following consummation of the actions contemplated by Section 2.4(a) and Section 2.4(b), there will continue to be in place a centralized cash management system pursuant to which the ATMCo Accounts will be managed centrally and funds collected will be transferred into one or more centralized accounts maintained by members of the ATMCo Group.

(d) The Parties intend that, following consummation of the actions contemplated by Section 2.4(a) and Section 2.4(b), there will continue to be in place a centralized cash management system pursuant to which the NCR Accounts will be managed centrally and funds collected will be transferred into one or more centralized accounts maintained by members of the NCR Group.

(e) With respect to any outstanding checks issued by NCR, ATMCo, or any of their respective Subsidiaries prior to the Distribution, such outstanding checks shall be honored following the Distribution by the member of the applicable Group owning the account on which the check is drawn.

(f) As between the Parties hereto and the members of their respective Groups, all payments and reimbursements received after the Measurement Time (for the avoidance of doubt, this provision shall also apply to relevant payments and reimbursements received after the Distribution) by either Party (or member of its Group) that relate to a Business, Asset or Liability of the other Party (or member of its Group), shall be held by such Party in trust for the use and benefit of the Party entitled thereto and, promptly upon receipt by such Party of any such payment or reimbursement, such Party shall pay over, or shall cause the applicable member of its Group to pay over to the other Party the amount of such payment or reimbursement without right of set-off. The Parties shall have a monthly reconciliation, whereby all such payments received by each Party are calculated and the net amount owed to NCR or ATMCo, as applicable, and taking into account any payments made by either of them or members of their Group previously during such month, shall be paid over with a mutual right of set-off solely with respect to the remittance of amounts pursuant to this Section 2.4(f). If at any time the net amount owed to either Party exceeds $5,000,000, an interim payment of such net amount owed shall be made to the Party entitled thereto within five (5) Business Days of such amount exceeding $5,000,000. Notwithstanding the foregoing, neither NCR nor ATMCo, or any member of their respective Groups, shall act as collection agent for the other Party, nor shall either Party, or any member of their respective Groups, act as surety or endorser with respect to non-sufficient funds checks or funds to be returned in a bankruptcy or fraudulent conveyance action. In order to facilitate the monthly reconciliation, each Party shall have a representative, set forth on Schedule 2.4(f), and such individuals shall be required to communicate with each other (whether by email or other form of telephonic or video communication that is mutually agreeable) to facilitate the monthly reconciliation. Each Party shall be entitled to change its representative after the Distribution at any time by written notice to the other. The foregoing in this Section 2.4(f) shall not apply to any proceeds received in connection with the ATMCo Financing Arrangements and is subject to any exceptions expressly set forth in Schedule 2.6(i).

(g) The Parties agree that, prior to the Distribution, NCR or any other member of the NCR Group may withdraw any and all Cash Equivalents from the ATMCo Accounts for the benefit of NCR or any other member of the NCR Group. Notwithstanding the foregoing, it is the intention of NCR and ATMCo that, at the Measurement Time, ATMCo shall have a minimum Cash Equivalents balance of no more than $436,300,000 (the "**ATMCo Cash Target Amount"**). Within thirty (30) days of the Distribution Date, ATMCo shall deliver to NCR a written statement (the "**ATMCo Cash True-Up Statement**") setting forth, based on the books and records of ATMCo and in reasonable detail and attaching supporting documentation, its good faith calculation of the total amount of Cash Equivalents held in the ATMCo Accounts or otherwise within the control of a member of the ATMCo Group (including the Cash Equivalents held by or in the control of the legal entities set forth in Schedule 2.4(g), even if ownership thereof has not transferred to ATMCo), as of the Measurement Time, excluding any ATMCo Custodian Amounts and any restricted cash, as determined by NCR's accounting policies and procedures as of immediately prior to the Distribution (such amount, the "**Final ATMCo Cash Balance Amount**"). The ATMCo Cash True-Up Statement shall set forth whether the Final ATMCo Cash Balance Amount was in excess of the ATMCo Cash Target Amount or less than the Fixed ATMCo Cash Floor Amount (as defined below). In the event the Final ATMCo Cash Balance Amount was in excess of the ATMCo Cash Target Amount (the amount of such excess, the "**ATMCo Cash Balance True-Up Amount**"), ATMCo shall make a cash payment to NCR (to an account designated in writing by NCR) of the ATMCo Cash Balance True-Up Amount within five (5) Business Days of the delivery of the ATMCo Cash True-Up Statement. In the event the Final ATMCo Cash Balance Amount is less than $386,300,000 (the "**Fixed ATMCo Cash Floor Amount**"), NCR shall make a cash payment to ATMCo (to an account designated in writing by ATMCo) in an amount equal to the difference between the Fixed ATMCo Cash Floor Amount and the Final ATMCo Cash Balance Amount (the "**Voyix ATMCo Cash Floor True-Up Amount**") within five (5) Business Days of the delivery of the ATMCo Cash True-Up Statement. For the avoidance of doubt, any Dispute that may arise from the ATMCo Cash Balance True-Up Amount shall be resolved in accordance with Article VIII hereof. Any conversion from foreign currency to U.S. dollars shall be on the basis as provided in the applicable system of ATMCo at the Measurement Time.

(h) Within thirty (30) days of the Distribution Date, NCR shall deliver to ATMCo a written statement (the "**Voyix Cash True-Up Statement**") setting forth, based on the books and records of NCR and in reasonable detail and attaching supporting documentation, its good faith calculation of the sum of the total amount of Cash Equivalents held in the NCR Accounts, or otherwise within the control of a member of the NCR Group, as of the Measurement Time, excluding (x) the amount of any Voyix ATMCo Cash Floor True-Up Amount, (y) any restricted cash, as determined by NCR's accounting policies and procedures as of immediately prior to the Distribution and (z) the Cash Equivalents held by or in the control of the legal entities set forth in Schedule 2.4(g) (such calculated amount of NCR's Cash Equivalents, the "**Voyix Final Cash Balance Amount**"). The Voyix Cash True-Up Statement shall set forth whether the Voyix Final Cash Balance Amount was in excess of $250,000,000 (the "**Voyix Cash Target Amount**"). If the Voyix Final Cash Balance Amount was in excess of the Voyix Cash Target Amount, NCR shall make a cash payment to ATMCo (to an account designated in writing by ATMCo) equal to the amount that is fifty percent (50%) of such excess (such amount, the "**Voyix Cash Balance True-Up Amount**") within five (5) Business Days of the delivery of the ATMCo Cash True-Up Statement; *provided*, *that*, the Voyix Cash Balance

True-Up Amount shall be capped at, and cannot be greater than $25,000,000; *provided, further, that* in the event Final ATMCo Cash Balance Amount is equal to or greater than the Fixed ATMCo Cash Floor Amount, the Voyix Cash Balance True-Up Amount shall be capped at an amount equal to $411,300,000 *minus* the Final ATMCo Cash Balance Amount (which amount determined pursuant to this proviso, for the avoidance of doubt, may be zero, and if a negative number would be deemed zero and in which case would result in no further payment to ATMCo). For the avoidance of doubt, any Dispute that may arise from this section shall be resolved in accordance with Article VIII hereof. Any conversion from foreign currency to U.S. dollars shall be on the basis as provided in the applicable system of NCR at the Measurement Time.

Section 2.5 Limitation of Liability; Termination of Agreements.

(a) Except as provided in Section 2.3, Section 2.11 or as set forth in subsection (b) below, no Party or any member of such Party's Group shall have any Liability to any other Party or any member of such other Party's Group based upon, arising out of or resulting from any Contract, arrangement, course of dealing or understanding, whether or not in writing, entered into or existing at or prior to the Distribution, and each Party hereby terminates, and shall cause all members in its Group to terminate, any and all Contracts, arrangements, course of dealings or understandings between it or any members in its Group, on the one hand, and the other Party, or any members of its Group, on the other hand, effective as of immediately prior to the Distribution, and any such Liability, whether or not in writing, is hereby irrevocably canceled, released and waived effective as of the Distribution. No such terminated Contract, arrangement, course of dealing or understanding (including any provision thereof which purports to survive termination) shall be of any further force or effect after the Distribution. Each Party shall, following the Distribution, at the reasonable request of the other Party, take, or cause to be taken, any reasonably requested actions necessary to affect the foregoing if not complete as of the Distribution.

(b) The provisions of Section 2.5(a) shall not apply to any of the following Contracts, arrangements, course of dealings or understandings (or to any of the provisions thereof):

(i) this Agreement, the Ancillary Agreements, the Transfer Documents, the Continuing Arrangements and any Contract entered into in connection herewith or in order to consummate the transactions contemplated hereby or thereby, except that, with respect to any Transfer Documents, Liability shall exist thereunder only to the extent necessary to obtain the remedy of specific performance solely to enforce the Transfer of title or assumption of Liabilities by a Party or member of its Group that has otherwise been provided for by this Agreement or any Ancillary Agreement, and no Party hereto, or any member of its Group, shall be liable for any monetary Liabilities in connection therewith, other than set forth on Schedule 6.1(c)(vi);

(ii) any Contracts, arrangements, course of dealings or understandings to which any Third Party is a party (it being understood that to the extent that the rights and obligations of the Parties and the members of their respective Groups under any such Contracts, arrangements, course of dealings or understandings constitute NCR Assets, ATMCo Assets, NCR Liabilities, or ATMCo Liabilities, such Contracts, arrangements, course of dealings or understandings shall be assigned or retained pursuant to this Article II); and

(iii) any Contracts, arrangements, commitments or understandings to which any non-wholly owned Subsidiary of NCR or ATMCo is a party.

(c) If any Contract, arrangement, course of dealing or understanding is terminated pursuant to Section 2.5(a) and, but for the mistake or oversight of either Party, would have been listed on Schedule 1.1(46) as a Continuing Arrangement as it is reasonably necessary for such affected Party to be able to continue to operate its businesses in substantially the same manner in which such businesses were operated prior to the Distribution and is not otherwise covered under an Ancillary Agreement, then, at the request of such affected Party made within twelve (12) months following the Distribution, the Parties shall negotiate in good faith to determine whether and to what extent (including the terms and conditions relating thereto), if any, notwithstanding such termination, such Contract, arrangement, course of dealing or understanding should continue following the Distribution; *provided, however*, any Party may determine, in its sole discretion, not to re-instate or otherwise continue any such Contract, arrangement, course of dealing or understanding.

Section 2.6 Delayed Transfer of Assets or Liabilities; Wrong Pockets; Mail and Other Packages.

(a) Nothing herein or in any Ancillary Agreement shall be deemed to require or constitute the Transfer of any Assets or the assumption of any Liabilities which by their terms or operation of Law cannot be Transferred or assumed. Other than with respect to Shared Contracts (which shall be governed by Section 2.8), to the extent that any Transfers or assumptions contemplated by this Article II (including Section 2.2(a)) or any Ancillary Agreement shall not have been consummated at or prior to the Distribution either as a result of (i) being a transaction expressly identified in the Internal Reorganization Plan as taking place following the Distribution or (ii) an absence or non-satisfaction of any required Consent, Governmental Approval and/or other condition, the Parties shall cooperate and use commercially reasonable efforts to effect such Transfers or assumptions, and any transaction set forth on Schedule 2.6(b), in accordance with the Internal Reorganization Plan or as otherwise contemplated by this Article II (including Section 2.2(a)) or any Ancillary Agreement, as promptly following the Distribution as shall be practicable and the Parties shall, and shall cause the respective members of their Groups to, cooperate and use commercially reasonable efforts to seek to obtain any necessary Consents or Governmental Approvals for the Transfer of all such Assets and assumption of all Liabilities; *provided, further*, that in no event shall any member of a Group have any Liability whatsoever to any member of the other Group for any failure to obtain any such Consent or Governmental Approval and neither Party nor any member of its Group shall be required to commence any litigation, contribute capital, pay or grant any consideration or concession in any form (including providing any letter of credit, guaranty (other than pursuant to Section 2.11) or other financial accommodation) to any Third Party in order to cause such Governmental Approval or other Consent to be obtained (other than reasonable out-of-pocket

expenses, outside attorneys' fees and recording or similar Third-Party fees, all of which shall be reimbursed by the Party or the member of the Party's Group entitled to such Asset or intended to assume such Liability, as applicable, as promptly as reasonably practicable and the costs of salaries and benefits of a Party's employees and other costs of employing such employees which would have been incurred by a Party regardless of the employees' service with respect to a Party's compliance with its obligations under this Section 2.6 which shall borne by the Party incurring such costs). Notwithstanding the foregoing in this Section 2.6(a), in the event of any conflict between this Section 2.6(a) and any of Section 2.6(i), Section 5.4 or Section 6.11, such section shall control.

(b) Subject to Section 2.4(g), in the event that any Transfer of Assets or assumption of Liabilities contemplated by this Article II (including Section 2.2(a)) or any Ancillary Agreement has not been consummated as of the Distribution either as a result of (w) being a transaction expressly identified in the Internal Reorganization Plan as taking place following the Distribution or (x) an absence or non-satisfaction of any required Consent, Governmental Approval and/or other condition (any such Asset or Liability, including any set forth on Schedule 2.6(b), a "**Delayed Transfer Asset or Liability**"), then from and after the Distribution, to the extent the Parties are reasonably aware of such Delayed Transfer Asset or Liability or it is set forth on Schedule 2.6(b), (y) the Party (or relevant member in its Group) retaining such Asset shall thereafter hold (or shall cause such member in its Group to hold) such Asset for the use and benefit of the Party (or relevant member in its Group) entitled thereto (at the expense of the Person entitled thereto) and (z) the Party intended to assume such Liability shall, or shall cause the applicable member of its Group to, pay or reimburse the Party (or the relevant member of its Group) retaining such Liability for all amounts paid or incurred in connection with the retention of such Liability. In addition, the Party retaining such Asset or Liability (or relevant member of its Group) shall (or shall cause such member in its Group to) to the extent the Parties are reasonably aware of such Delayed Transfer Asset or Liability or it is set forth on Schedule 2.6(b)), subject to Section 6.4 treat, insofar as reasonably possible and to the extent permitted by applicable Law, such Delayed Transfer Asset or Liability in the ordinary course of business in accordance with past practice and take such other actions as may be reasonably requested by the Party to which such Delayed Transfer Asset or Liability is to be transferred or assumed in order to place such Party, insofar as reasonably possible, in the same position as if such Asset or Liability had been transferred or assumed as contemplated hereby and so that all the benefits and burdens relating to such Asset or Liability, including possession, use, risk of loss, potential for income and gain, and dominion, control and command over such Asset or Liability, are to inure from and after the Distribution to the relevant member of the NCR Group or the ATMCo Group, as the case may be, entitled to the receipt of such Asset or Liability. In furtherance of the foregoing, the Parties agree that (i) as of the Distribution, each Party shall be deemed to have acquired complete and sole beneficial ownership over all of such delayed Assets, together with all rights, powers and privileges incident thereto, and shall be deemed to have assumed in accordance with the terms of this Agreement all of the Liabilities, and all duties, obligations and responsibilities incident thereto, which such Party is entitled to acquire or required to assume pursuant to the terms of this Agreement and (ii) subject to Section 6.4, the Party (or relevant member of its Group) retaining any Delayed Transfer Asset or Liability shall (A) enforce at the other Party's request, in a commercially reasonable manner, any rights of the other Party (or relevant member of its Group) with respect to such Delayed Transfer Asset or Liability against the other party or parties thereto; (B) not waive any rights related to

such Delayed Transfer Asset or Liability that it is reasonably aware (including by being set forth on Schedule 2.6(b)) constitutes a Delayed Transfer Asset or Liability to the extent related to the other Party (or relevant member of its Group) pursuant to this Agreement or any Ancillary Agreement; (C) not terminate (or consent to be terminated by the counterparty) any Contract that it is reasonably aware (including by being set forth on Schedule 2.6(b)) constitutes a Delayed Transfer Asset or Liability except in connection with the expiration of such Contract in accordance with its terms; (D) not amend, modify or supplement any Contract that it is reasonably aware (including by being set forth on Schedule 2.6(b)) constitutes a Delayed Transfer Asset or Liability; and (E) provide written notice to the other Party as soon as reasonably practicable or as necessary to permit the other Party to have sufficient time to exercise any express right to cure under such Contract (and in no event later than five (5) Business Days following receipt) after receipt of any formal notice of breach received from a counterparty to any Contract that it is reasonably aware (including by being set forth on Schedule 2.6(b)) constitutes a Delayed Transfer Asset or Liability; *provided* that the costs, expenses and other Liabilities arising out of any actions (or omissions to act) of such retaining Party taken at the direction of the other Party (or relevant member of its Group) in connection with and relating to such retained Asset or Liability under this Section 2.6(b) shall be borne solely by the Party not in possession thereof to the extent not related to or arising out of the gross negligence, fraud or willful misconduct of the Party (or relevant member of its Group) retaining any Delayed Transfer Asset or Liability. Notwithstanding the foregoing in this Section 2.6(b), in the event of any conflict between this Section 2.6(b) and any of Section 2.6(i), Section 5.4 or Section 6.11, such section shall control.

(c) If and when such Consents, Governmental Approvals and/or conditions, the absence or non-satisfaction of which had caused the deferral of transfer or assumption of any Delayed Transfer Asset or Liability pursuant to this Section 2.6, are obtained or satisfied, the Transfer or assumption (and related novation) of the applicable Delayed Transfer Asset or Liability shall be effected without further consideration in accordance with and subject to the terms of this Agreement (including Section 2.2) and/or the applicable Ancillary Agreement as promptly as practicable after the receipt of such Consents, Governmental Approvals and/or absence or satisfaction of conditions and with any costs associated therewith allocated in the same manner as described in Section 2.6(a). Notwithstanding the foregoing in this Section 2.6(c), in the event of any conflict between this Section 2.6(c) and any of Section 2.6(i), Section 5.4 or Section 6.11, such section shall control.

(d) The Party (or relevant member of its Group) retaining any Delayed Transfer Asset or Liability shall (i) not be obligated, in connection with the foregoing, to expend any money unless the necessary funds are advanced, or agreed in advance to be reimbursed by the Party (or relevant member of its Group) entitled to such Asset, other than reasonable outside attorneys' fees and recording or similar Third-Party fees, all of which shall be promptly reimbursed by the Party (or relevant member of its Group) entitled to such Asset; *provided* that the Party in possession of a Delayed Transfer Asset or Liability shall bear any of the costs of salaries and benefits of its employees and other costs of employing such employees which would have been incurred by them regardless of the employees' service with respect to a Party's compliance with its obligations under this Section 2.6 and (ii) be indemnified for all Indemnifiable Losses or other Liabilities arising out of any actions (or omissions to act) of such retaining Party taken at the direction of the other Party (or relevant member of its Group) in

connection with and relating to such retained Asset or Liability, as the case may be (other than in the event of its gross negligence, fraud or willful misconduct). Notwithstanding the foregoing in this Section 2.6(d), in the event of any conflict between this Section 2.6(d) and any of Section 2.6(i), Section 5.4 or Section 6.11, such section shall control.

(e)

(i) Subject to Section 2.6(a), Section 2.6(b) and Section 2.6(c), if at any time within twenty-four (24) months after the Distribution Date any Party discovers that any ATMCo Asset is held by any member of the NCR Group or any of its Affiliates, NCR shall, and shall cause the members of its Group and its Affiliates to, use their respective reasonable best efforts to promptly procure the transfer of the relevant ATMCo Asset to ATMCo or an Affiliate of ATMCo designated by ATMCo for no additional consideration. Subject to Section 2.6(a), Section 2.6(b) and Section 2.6(c), if at any time within twenty-four (24) months after the Distribution Date any Party discovers that any NCR Asset is held by any member of the ATMCo Group or any of its Affiliates, ATMCo shall, and shall cause the members of its Group and its Affiliates to, use their respective reasonable best efforts to promptly procure the transfer of the relevant NCR Asset to NCR or an Affiliate of NCR designated by NCR for no additional consideration. Notwithstanding the preceding sentence, (1) no Party or any member of its Group or their Affiliates shall be required in connection with this Section 2.6(e)(i) to commence any litigation or offer or pay any money or otherwise grant any accommodation (financial or otherwise) to any Third Party, except that the transferring Party shall bear any and all reasonable costs related to procuring or filing any documentation with any Governmental Authority necessary to effectuate such transfer (other than in the case of Intellectual Property) and each Party shall bear its own attorney's fees and (2) while ATMCo is entitled to copies of certain physical Records as ATMCo Assets hereunder, NCR shall be under no obligation to copy or transfer in bulk any such physical Records; *provided* that this clause shall not limit any other rights to Information ATMCo is entitled to pursuant to this Agreement or any Ancillary Agreement.

(ii) On and prior to the twenty-four (24) month anniversary of the Distribution Date, if any Party or any member of its Group or (or any of its or their respective then-Affiliates) owns any Asset, that, although not Transferred pursuant to this Agreement or any Transfer Document, is agreed by the Parties in their good faith judgment to be an Asset (x) that more properly belongs to the other Party or a member of its Group than which presently owns it and is otherwise entitled to own it pursuant to this Agreement, or (y) a Party or a member of its Group was intended to have the right to continue to use even when not the owner thereof, then the Party or a member of its Group (or applicable then-Affiliate) owning such Asset shall, as applicable (A) Transfer any such Asset to the Party or a member of its Group identified as the appropriate transferee and following such Transfer, such Asset shall be an ATMCo Asset or NCR Asset, as the case may be, or (B) grant such mutually agreeable rights with respect to such Asset to permit such continued use, subject to, and consistent with this Agreement and the Ancillary Agreements, including with respect to assumption of associated Liabilities and the terms and limitations of any licenses in the Patent and Technology Cross-License Agreement.

(f) After the Distribution, each Party (or any member of its Group) may receive mail, packages and other communications properly belonging to the other Party (or any member of its Group). Accordingly, at all times after the Distribution, each Party authorizes the other Party (or any member of its Group) to, subject to Section 7.5, receive and open all mail, packages and other communications received by such Party (or any member of its Group) and not unambiguously intended for such first Party, any member of such first Party's Group or any of their respective officers, directors, employees or other agents, and to the extent that they do not relate to the business of the receiving Party, the receiving Party shall promptly deliver such mail, telegrams, packages or other communications (or, in case the same relate to both businesses, copies thereof) to the other Party as provided for in Section 10.3. The provisions of this Section 2.6(f) are not intended to, and shall not, be deemed to constitute an authorization by any Party (or any member of its Group) to permit the other to accept service of process on its (or such Group's members') behalf and no Party (or any member of its Group) is or shall be deemed to be the agent of the other Party (or any member of its Group) for service of process purposes.

(g) Each of NCR and ATMCo shall, and shall cause the members of their respective Group to, (i) treat for all Tax purposes any Delayed Transfer Asset or Liability as an Asset owned by the Party entitled thereto or a Liability of the Party intended to assume such Liability, as applicable, not later than the Distribution, and (ii) neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment (unless required by applicable Law or a good faith resolution of a Tax Contest).

(h) For the avoidance of doubt, nothing in this Section 2.6 shall apply to Shared Contracts, which shall be governed by Section 2.8.

(i) Notwithstanding anything to the contrary in this Agreement, those transactions expressly identified on Schedule 2.6(i) shall be consummated following the Distribution, in accordance with the Internal Reorganization Plan, and subject to and in accordance with such further terms set forth on Schedule 2.6(i). The Parties shall, and shall cause the members of their respective Groups to, comply with the terms set forth in Schedule 2.6(i), if any, related to the period following the Distribution as it relates to the treatment of any Assets to be transferred in such transactions (including with respect to any Liabilities arising therefrom).

Section 2.7 Transfer Documents. In connection with, and in furtherance of, the Transfers of Assets and the acceptance and assumptions of Liabilities contemplated by this Agreement (including the Internal Reorganization Plan), the Parties shall execute or cause to be executed, at or prior to the Distribution, or after the Distribution with respect to Section 2.6, by the appropriate entities, the Transfer Documents necessary to evidence the valid and effective assumption by the applicable Party (or any member of its Group) of its assumed Liabilities, and the valid Transfer to the applicable Party (or any member of its Group) of all rights, titles and interests in and to its accepted Assets, including the transfer of real property with quit claim deeds and execution of recordable form confirmatory assignments of Intellectual Property, as may be appropriate. The Transfer of capital stock shall be effected by means of executed stock

powers and notation on the stock record books of the corporation or other legal entities involved, or by such other means as may be required in any non-U.S. jurisdiction to Transfer title to stock and, only to the extent required by applicable Law, by notation on public registries. The Transfer Documents shall serve purely to effect (i) the legal transfer of Assets and (ii) the acceptance and assumption of Liabilities, and notwithstanding anything in any Transfer Document to the contrary, NCR shall not and shall not permit any other member of the NCR Group to, and ATMCo shall not and shall not permit any other member of the ATMCo Group to commence, bring or otherwise initiate any Proceeding under any Transfer Document, including to (x) challenge the legal sufficiency of such Transfer Document, (y) for damages for the breach of any Transfer Document or (z) to specifically enforce any provision of any Transfer Document, other than to enforce any provision consistent with this sentence. The Parties acknowledge and agree that certain Transfer Documents identified on Schedule 2.7 require the potential adjustment of the schedules thereto following the Distribution to appropriately reflect the Assets Transferred or Liabilities assumed as of the applicable dates set forth therein. The Parties shall, and shall cause the applicable members of their Groups to, complete such adjustments in a reasonably timely manner, in good faith, and in accordance with the terms of this Agreement and the Ancillary Agreements.

Section 2.8 Shared Contracts.

(a) With respect to Shared Contractual Liabilities pursuant to, under or relating to a given Shared Contract, such Shared Contractual Liabilities shall be allocated, unless otherwise allocated pursuant to this Agreement or an Ancillary Agreement, between the Parties as follows:

(i) first, if a Liability is incurred exclusively in respect of a benefit received by one Party or its Group, the Party or Group receiving such benefit shall be responsible for such Liability;

(ii) second, if a Liability cannot be exclusively allocated to one Party or its Group under clause (i) above, such Liability shall be allocated among both Parties and their respective Groups based on the relative proportions of total benefit to be received over the remaining term of the Shared Contract, measured starting as of the date of the Distribution under the relevant Shared Contract. Notwithstanding the foregoing, each Party and its Group shall be responsible for any or all Liabilities arising out of or resulting from such Party's or Group's breach of the relevant Shared Contract (including any breach committed by the other Party or its Group at the instruction of a Party or its Group).

(b) Except as otherwise expressly contemplated in this Agreement or an Ancillary Agreement, if NCR or any member of the NCR Group, on the one hand, or ATMCo or any member of the ATMCo Group, on the other hand, receives any benefit or payment under any Shared Contract which was intended for the other Party or its Group, NCR, on the one hand, or ATMCo, on the other hand, as applicable, will use its respective commercially reasonable efforts, or will cause any member of its Group to use its commercially reasonable efforts, to deliver, Transfer or otherwise afford such benefit or payment to the other Party, subject to Section 2.4(f). With respect to any Shared Contract that remains in existence following the

Distribution and has not been separated pursuant to Section 2.8(d), the Parties shall use commercially reasonable efforts to seek mutually acceptable alternative arrangements for purposes of allocating rights and liabilities and obligations under such Shared Contract (*provided* that such arrangements shall not result in a breach or violation of such Shared Contract) (an "**Acceptable Alternative Arrangement**"). Such Acceptable Alternative Arrangements may include a subcontracting, sublicensing or subleasing arrangement under which NCR or ATMCo, as applicable, and their applicable Subsidiaries would, in compliance with Law, obtain the benefits under, and assume the Liabilities associated with, such Shared Contract solely to the extent related to their respective Business (or applicable portion thereof) and in accordance with the terms of this Agreement or any Ancillary Agreement.

(c) With respect to any Shared Contract, from and after the Distribution, each Party shall, and/or shall cause the applicable members of its Group party to such Shared Contract to, upon the request of the other Party, use its commercially reasonable efforts to enforce for the benefit of the other Party (or the applicable member of the other Party's Group) any and all rights under such Shared Contract related to such other Party's business and such other Party shall bear the reasonable and documented out-of-pocket costs and expenses of such enforcement to the extent related to the rights being enforced for the benefit of such other Party. The Party (or relevant member of its Group) retaining any Shared Contract shall (i) not be obligated, in connection with the foregoing in this Section 2.8(c), to expend any money unless the necessary funds are advanced, or agreed in advance to be reimbursed by the Party (or relevant member of its Group), other than reasonable attorneys' fees and recording or similar fees, all of which shall be promptly reimbursed by the other Party (or relevant member of its Group); *provided*, *however*, that each Party shall bear its own expenses in connection with the separation of such Shared Contract or the establishment of any Acceptable Alternative Arrangement and (ii) be indemnified for all Indemnifiable Losses or other Liabilities arising out of any actions (or omissions to act) of such retaining Party taken at the direction of the other Party (or relevant member of its Group) in connection with and relating to such Shared Contract, as the case may be (other than in the event of its gross negligence, fraud or willful misconduct). From and after the Distribution, the Party whose Group holds a Shared Contract shall not (and shall cause the other members of its Group not to), without the consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed), and subject to Section 6.4, (w) waive any rights under such Shared Contract to the extent related to business of the other Party, (y) terminate (or consent to be terminated by the counterparty) such Shared Contract except in connection with (1) the expiration of such Shared Contract in accordance with its terms (it being understood, for the avoidance of doubt, that sending a notice of non-renewal to the counterparty to such Shared Contract in accordance with the terms of such Shared Contract is expressly permitted; *provided*, *however*, that notice of the non-renewal shall be provided to the other Party within five (5) Business Days of informing the counterparty that the Shared Contract will not be renewed) or (2) a partial termination of such Shared Contract that would not reasonably be expected to impact any rights or obligations under such Shared Contract related to the business of the other Party, or (z) amend, modify or supplement such Shared Contract in a manner material and adverse to the Group of the other Party. From and after the Distribution, if either Party (or any member of such Party's Group) (the "**Notice Recipient**") receives from a counterparty to a Shared Contract a formal notice of breach of such Shared Contract that could reasonably be expected to impact the other Party (or any member of such Party's Group), the Notice Recipient shall provide written notice to the other Party as soon as reasonably practicable (and in no event later than five (5)

Business Days following receipt of such notice) and the Parties shall consult with respect to the actions proposed to be taken regarding the alleged breach. If either Group (the "**Notifying Party**") sends to a counterparty to a Shared Contract a formal notice of breach of such Shared Contract that could reasonably be expected to impact the other Group, the Notifying Party shall provide written notice to the other Party as soon as reasonably practicable (and in no event later than five (5) Business Days after sending such notice of breach to the counterparty), and the Parties shall consult with each other regarding such alleged breach. From and after the Distribution, neither Party shall (and shall cause the other members of its Group not to) breach any Shared Contract to the extent such breach would reasonably be expected to result in a loss of rights, or acceleration or increase of obligations, of any member of the other Party's Group pursuant to (X) such Shared Contract, (Y) any partial assignment related to such Shared Contract or (Z) any other Contract with the counterparty to such Shared Contract (or any of its Affiliates) in existence at the time of the Distribution that contains cross-default or similar provisions related to such Shared Contract.

(d) Notwithstanding anything to the contrary herein, the Parties have determined that it is advisable that certain Shared Contracts, or portions thereof, will be separated or assigned to a member of the NCR Group or the ATMCo Group, as applicable. The Parties shall, following the Distribution, use their commercially reasonable efforts to separate the Shared Contracts, including those identified on Schedule 2.8(d), into separate Contracts between the appropriate Third Party and either (i) ATMCo or a member of the ATMCo Group or (ii) NCR or a member of the NCR Group. Separation of Shared Contracts may be accomplished by any of entrance into new Contracts or through assignments (in whole or in part) consistent with the foregoing requirements.

(e) To the extent in order to separate a Shared Contract or take any other action required by this Section 2.8 it is necessary to obtain any Consents or Governmental Approvals the Parties shall, and shall cause the respective members of their Groups to, cooperate and use commercially reasonable efforts to seek to obtain such Consents or Governmental Approvals as promptly as practicable after the date hereof; *provided* that in no event shall any member of a Group have any Liability whatsoever to any member of the other Group for any failure to obtain any such Consent or Governmental Approval and neither Party nor any member of its Group shall be required to commence any litigation, contribute capital, pay or grant any consideration or concession in any form (including providing any letter of credit, guaranty (other than pursuant to Section 2.11) or other financial accommodation) to any Third Party in order to cause such Governmental Approval or other Consent to be obtained; *provided*, *further*, that each Party shall be required to bear any reasonable out-of-pocket expenses, outside attorneys' fees and recording or similar Third-Party fees and the costs of salaries and benefits of its employees incurred in connection with its performance of its obligations under this Section 2.8(e).

(f) Each of NCR and ATMCo shall, and shall cause the members of their respective Group to, (i) treat for all Tax purposes the portion of each Shared Contract inuring to their respective Business as an Asset owned by, and/or a Liability of, as applicable, such Party, or the members of such Party's Group, as applicable, not later than the Distribution, and (ii) neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment (unless required by applicable Law or a good faith resolution of a Tax Contest).

Section 2.9 Further Assurances.

(a) In addition to and without limiting the actions specifically provided for elsewhere in this Agreement, but subject to any specific limitations set forth in this Agreement, each of the Parties shall cooperate with each other and use (and will cause the relevant member of its Group to use) commercially reasonable efforts, prior to, on and after the Distribution, to take, or to cause to be taken, all actions, and to do, or to cause to be done, all things reasonably necessary on its part under applicable Law or contractual obligations to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) Without limiting the foregoing, but subject to any specific limitations set forth in this Agreement, each Party shall cooperate with the other Party, from and after the Distribution, to execute and deliver, or use commercially reasonable efforts to cause to be executed and delivered, all instruments, including instruments of conveyance, assignment and transfer, and to make all filings with, and to obtain all Consents and/or Governmental Approvals, and to take all such other actions as such Party may reasonably be requested to take by any other Party from time to time, consistent with the terms of this Agreement and the Ancillary Agreements, and at the cost and expense of the requesting Party, in order to effectuate the provisions and purposes of this Agreement and the Ancillary Agreements and the Transfers of the applicable Assets and the assignment and assumption of the applicable Liabilities and the other transactions contemplated hereby and thereby. Without limiting the foregoing, but subject to any specific provisions set forth in this Agreement, each Party will, at the reasonable request of the other Party, and at the cost and expense of such other Party, take such other actions as may be reasonably necessary to vest in such other Party good and marketable title to the Assets allocated to such Party under this Agreement or any of the Ancillary Agreements, free and clear of any Security Interest, if and to the extent it is practicable to do so. Where the cooperation of third parties, such as insurers or trustees, would be necessary in order for a Party to completely fulfill its obligations under this Agreement, such Party shall use commercially reasonable efforts to cause such third parties to provide such cooperation; *provided* that in no event shall any member of a Group have any Liability whatsoever to any member of the other Group for any failure to obtain any such Consent or Governmental Approval.

(c) On or prior to the Distribution Date, NCR and ATMCo in their respective capacities as direct or indirect stockholders of their respective Subsidiaries, shall each approve or ratify any actions that are reasonably necessary or desirable to be taken by any Subsidiary of NCR or Subsidiary of ATMCo, as applicable, to effectuate the transactions contemplated by this Agreement and the Ancillary Agreements.

(d) Notwithstanding anything in this Section 2.9 to the contrary, neither Party nor any member of its Group shall be required to (i) commence any litigation, contribute capital, pay or grant any consideration or concession in any form (including providing any letter of credit, guaranty (other than pursuant to Section 2.11) or other financial accommodation) to any Third Party in order to cause such Governmental Approval or other Consent to be obtained (other than reasonable out-of-pocket expenses, attorneys' fees and recording or similar fees, all of which shall be reimbursed by the Party or the member of the Party's Group entitled to such Asset or intended to assume such Liability, as applicable, as promptly as reasonably practicable) or (ii) Transfer any Asset (if not otherwise the property of the other Party pursuant to this

Agreement or any Ancillary Agreement) or incur any Liability, in each case, in order to (x) cause any Asset conveyed hereunder or under any Ancillary Agreement to function or be utilized in any manner differently than how it functioned or was utilized as of the Distribution, or (y) other than the vesting of legal title, to cause any Asset to be integrated with the other Assets or systems of a Party.

Section 2.10 Novation of Liabilities; Consents. Each of the Parties shall, and shall cause each of the members of their respective Groups to, at the request of the other, use its commercially reasonable efforts to obtain, or cause to be obtained, any Governmental Approval, Consent or substitution required to novate or assign all obligations under Contracts and other Liabilities of any nature whatsoever that constitute material NCR Liabilities or ATMCo Liabilities, as the case may be, or to obtain in writing the unconditional release of all parties to such arrangements other than any member of either the NCR Group or the ATMCo Group, as the case may be, so that, in any such case, the NCR Group will be solely responsible for all NCR Liabilities and the ATMCo Group will be solely responsible for all ATMCo Liabilities; *provided, however*, that (x) this Section 2.10 shall not apply to Delayed Transfer Assets or Liabilities, Shared Contract or guaranty obligations (which, for the avoidance of doubt, are governed by Section 2.6, Section 2.8 and Section 2.11 respectively) or any Environmental Liabilities and (y), except as otherwise expressly provided herein, neither NCR or any member of its Group nor ATMCo or any member of its Group shall be required to commence any litigation, contribute capital, pay or grant any consideration or concession in any form (including providing any letter of credit, guaranty or other financial accommodation) to any Third Party with respect to any such Governmental Approval, Consent, substitution, novation, assignment or release (other than reasonable out-of-pocket expenses, outside attorneys' fees and recording or similar Third-Party fees, all of which shall be reimbursed by the Party or the member of the Party's Group entitled to such Asset or intended to assume such Liability, as applicable, as promptly as reasonably practicable and the costs of salaries and benefits of a Party's employees and other costs of employing such employees which would have been incurred by a Party regardless of the employees' service with respect to a Party's compliance with its obligations under this Section 2.10 which shall borne by the Party incurring such costs).

Section 2.11 Guarantees and Letters of Credit.

(a) If not otherwise completed prior to the Distribution, NCR shall (with the commercially reasonable cooperation of ATMCo and the other members of the ATMCo Group) use its commercially reasonable efforts, if so requested by ATMCo following the Distribution, to have any member of the ATMCo Group removed as guarantor of, or obligor for, any NCR Liability, including with respect to those guarantees and obligations listed or described on Schedule 2.11(a), to the extent that they relate to NCR Liabilities.

(b) If not otherwise completed prior to the Distribution, ATMCo shall (with the commercially reasonable cooperation of NCR and the other members of the NCR Group) use its commercially reasonable efforts, if so requested by NCR following the Distribution, to have any member of the NCR Group removed as guarantor of, or obligor for, any ATMCo Liability, including with respect to those guarantees listed or described on Schedule 2.11(b), to the extent that they relate to the ATMCo Liabilities (each of the releases referred to in clauses (a) and (b) of this Section 2.11, a "**Guaranty Release**").

(c) If NCR or ATMCo is unable to obtain, or to cause to be obtained, any removal of any guarantee or other obligation as set forth in clauses (a) and (b) of this Section 2.11, (i) the relevant beneficiary of such guarantee or obligation shall indemnify and defend the guarantor or obligor for any Indemnifiable Loss arising from or relating thereto (in accordance with the provisions of Article VI) and shall or shall cause one of its Subsidiaries, as agent or subcontractor for such guarantor or obligor to pay, perform and discharge fully all the obligations or other Liabilities of such guarantor or obligor thereunder, (ii) the relevant beneficiary of such guarantee or obligation shall pay to the guarantor or obligor a fee payable at the end of each calendar quarter based on a rate of 4.5% per annum on the average outstanding amount of the obligation underlying such guarantee or obligation during such quarter and (iii) each of NCR and ATMCo shall not renew or extend the term of, increase its obligations under, or transfer to a Third Party, any loan, guarantee, lease, contract or other obligation for which the other Party is or may be liable unless all obligations of such other Party and the other members of such Party's Group with respect thereto are thereupon terminated by documentation reasonably satisfactory in form and substance to such other Party; *provided*, *however*, with respect to leases, in the event a Guaranty Release is not obtained and such Party benefitting thereunder wishes to extend the term of such guaranteed lease then such Party benefitting thereunder shall have the option of extending the term if it provides such security as is reasonably satisfactory to the guarantor under such guaranteed lease.

(d) If not otherwise completed prior to the Distribution, NCR and ATMCo shall cooperate and ATMCo shall use commercially reasonable efforts to replace all letters of credit issued by NCR or other members of the NCR Group on behalf of or in favor of any member of the ATMCo Group or the ATMCo Business (the "**NCR LCs**") as promptly as practicable following the Distribution with letters of credit from ATMCo or a member of the ATMCo Group. With respect to any NCR LCs that remain outstanding after the Distribution (i) ATMCo shall, and shall cause the members of the ATMCo Group to, indemnify and defend any NCR Indemnified Party for any Liabilities arising from or relating to the such letters of credit to the extent relating to any member of the ATMCo Group or the ATMCo Business, including, without limitation, fees in connection with the issuance and maintenance thereof and any funds drawn by (or for the benefit of), or disbursements made to, the beneficiaries of such NCR LCs to the extent relating to any member of the ATMCo Group or the ATMCo Business in accordance with the terms thereof, (ii) ATMCo shall pay to NCR a fee payable at the end of each calendar quarter based on a rate of 4.5% per annum on the average outstanding balance relating to any member of the ATMCo Group or the ATMCo Business during such quarter of any outstanding NCR LCs and (iii) without the prior written consent of NCR, ATMCo shall not, and shall not permit any member of the ATMCo Group to, enter into, renew or extend the term of, increase its obligations under, or transfer to a Third Party, any loan, lease, Contract or other obligation in connection with which NCR or any member of the NCR Group has issued any letters of credit which remain outstanding. Neither NCR nor any member of the NCR Group will have any obligation to renew any letters of credit issued on behalf of or in favor of any member of the ATMCo Group or the ATMCo Business after the expiration of any such letter of credit.

(e) If not otherwise completed prior to the Distribution, NCR and ATMCo shall cooperate and NCR shall use commercially reasonable efforts to replace all letters of credit issued by ATMCo or other members of the ATMCo Group on behalf of or in favor of any member of the NCR Group or the NCR Business (the "**ATMCo LCs**") as promptly as

practicable following the Distribution with letters of credit from NCR or a member of the NCR Group. With respect to any ATMCo LCs that remain outstanding after the Distribution (i) NCR shall, and shall cause the members of the NCR Group to, indemnify and defend any ATMCo Indemnified Party for any Liabilities arising from or relating to the such letters of credit to the extent relating to any member of the NCR Group or the NCR Business, including, without limitation, fees in connection with the issuance and maintenance thereof and any funds drawn by (or for the benefit of), or disbursements made to, the beneficiaries of such ATMCo LCs to the extent relating to any member of the NCR Group or the NCR Business in accordance with the terms thereof, (ii) NCR shall pay to ATMCo a fee payable at the end of each calendar quarter based on a rate of 4.5% per annum on the average outstanding balance relating to any member of the NCR Group or the NCR Business during such quarter of any outstanding ATMCo LCs and (iii) without the prior written consent of ATMCo, NCR shall not, and shall not permit any member of the NCR Group to, enter into, renew or extend the term of, increase its obligations under, or transfer to a Third Party, any loan, lease, Contract or other obligation in connection with which ATMCo or any member of the ATMCo Group has issued any letters of credit which remain outstanding. Neither ATMCo nor any member of the ATMCo Group will have any obligation to renew any letters of credit issued on behalf of or in favor of any member of the NCR Group or the NCR Business after the expiration of any such letter of credit.

Section 2.12 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.

(a) EACH OF NCR (ON BEHALF OF ITSELF AND EACH OTHER MEMBER OF THE NCR GROUP), AND ATMCO (ON BEHALF OF ITSELF AND EACH OTHER MEMBER OF THE ATMCO GROUP) UNDERSTANDS AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10.20 OF THIS AGREEMENT, IN ANY ANCILLARY AGREEMENT, OR IN ANY CONTINUING ARRANGEMENT, NO PARTY TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT, TRANSFER DOCUMENT, OR ANY OTHER AGREEMENT OR DOCUMENT CONTEMPLATED HEREBY OR THEREBY, IS REPRESENTING OR WARRANTING IN ANY WAY, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, AS TO THE ASSETS, BUSINESSES OR LIABILITIES CONTRIBUTED, TRANSFERRED, DISTRIBUTED, OR ASSUMED AS CONTEMPLATED HEREBY OR THEREBY, AS TO ANY CONSENTS OR GOVERNMENTAL APPROVALS REQUIRED IN CONNECTION HEREWITH OR THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS OF, AS TO NO INFRINGEMENT, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING, ANY ASSETS OR BUSINESS OF SUCH PARTY, OR AS TO THE ABSENCE OF ANY DEFENSES OR RIGHT OF SETOFF OR FREEDOM FROM COUNTERCLAIM WITH RESPECT TO ANY ACTION OR OTHER ASSET, INCLUDING ANY ACCOUNTS RECEIVABLE, OF ANY PARTY, OR AS TO THE LEGAL SUFFICIENCY OF ANY CONTRIBUTION, DISTRIBUTION, ASSIGNMENT, DOCUMENT, CERTIFICATE OR INSTRUMENT DELIVERED HEREUNDER TO CONVEY TITLE TO ANY ASSET OR THING OF VALUE UPON THE EXECUTION, DELIVERY AND FILING HEREOF OR THEREOF. EXCEPT AS MAY EXPRESSLY BE SET FORTH HEREIN, IN ANY TRANSFER DOCUMENT OR IN ANY ANCILLARY AGREEMENT, ALL ASSETS ARE BEING TRANSFERRED ON AN “AS IS,” “WHERE IS” BASIS (AND, IN THE CASE OF ANY REAL PROPERTY, BY MEANS OF A QUITCLAIM) AND THE RESPECTIVE TRANSFEREES SHALL (SUBJECT TO

SECTION 2.9) BEAR ALL ECONOMIC AND LEGAL RISKS THAT (I) ANY CONVEYANCE SHALL PROVE TO BE INSUFFICIENT TO VEST IN THE TRANSFEREE GOOD AND MARKETABLE TITLE, FREE AND CLEAR OF ANY SECURITY INTEREST, AND (II) ANY NECESSARY CONSENTS OR GOVERNMENTAL APPROVALS ARE NOT OBTAINED OR THAT ANY REQUIREMENTS OF LAWS, CONTRACTS, OR JUDGMENTS ARE NOT COMPLIED WITH. ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARISING UNDER THE UNIFORM COMMERCIAL CODE (OR SIMILAR FOREIGN LAWS), ARE HEREBY DISCLAIMED.

(b) Each of NCR (on behalf of itself and each member of the NCR Group) and ATMCo (on behalf of itself and each member of the ATMCo Group) further understands and agrees that if the disclaimer of express or implied representations and warranties contained in Section 2.12(a) is held unenforceable or is unavailable for any reason under the Laws of any jurisdiction outside the United States or if, under the Laws of a jurisdiction outside the United States, both NCR or any member of the NCR Group, on the one hand, and ATMCo or any member of the ATMCo Group, on the other hand, are jointly or severally liable for any NCR Liability or any ATMCo Liability, respectively, then, the Parties intend that, notwithstanding any provision to the contrary under the Laws of such foreign jurisdictions, the provisions of this Agreement and the Ancillary Agreements (including the disclaimer of all representations and warranties, allocation of Liabilities among the Parties and their respective Subsidiaries, releases, indemnification and contribution of Liabilities) shall prevail for any and all purposes among the Parties and their respective Subsidiaries.

(c) Each of NCR (on behalf of itself and each member of the NCR Group) and ATMCo (on behalf of itself and each member of the ATMCo Group) further understands and agrees that none of NCR, the NCR Group, ATMCo or the ATMCo Group has relied on any express or implied representation or warranty with respect to NCR, the NCR Group, ATMCo or the ATMCo Group or any of their respective businesses, operations, properties, assets, liabilities or otherwise in connection with this Agreement or the transactions contemplated hereby, including as to the accuracy or completeness of any information.

(d) NCR hereby waives compliance by itself and each and every member of the NCR Group with the requirements and provisions of any "bulk-sale" or "bulk transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the Transfer or sale of any or all of the NCR Assets to NCR or any member of the NCR Group.

(e) ATMCo hereby waives compliance by itself and each and every member of the ATMCo Group with the requirements and provisions of any "bulk-sale" or "bulk transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the Transfer or sale of any or all of the ATMCo Assets to ATMCo or any member of the ATMCo Group.

ARTICLE III

CERTAIN ACTIONS PRIOR TO THE DISTRIBUTION

Section 3.1 Charter; Bylaws. At or prior to the Distribution, all necessary actions shall be taken to effect the conversion of ATMCo from a limited liability company organized under the laws of the State of Delaware to a corporation organized under the laws of the State of Maryland and to adopt the form of charter and bylaws filed by ATMCo with the SEC as exhibits to the Registration Statement, subject to any changes thereto determined to be made by NCR prior to the Distribution in its sole discretion.

Section 3.2 Directors. At or prior to the Distribution, NCR shall take all necessary action to cause the board of directors of ATMCo to consist of the individuals who are identified as such in the Distribution Disclosure Documents as being directors of ATMCo as of the time of the Distribution.

Section 3.3 Resignations.

(a) Subject to Section 3.3(b), at or prior to the Distribution, (i) NCR shall cause all its employees and any employees of its Affiliates who will not become an ATMCo Group Employee immediately following the Distribution to resign, effective as of the Distribution, from all positions as officers or directors of any member of the ATMCo Group in which they serve, and (ii) ATMCo shall cause all ATMCo Group Employees to resign, effective as of the Distribution, from all positions as officers or directors of any member of the NCR Group in which they serve.

(b) No Person shall be required by any Party to resign from any position or office with another Party if such Person is disclosed in the Information Statement as the Person who is to hold such position or office following the Distribution.

Section 3.4 Ancillary Agreements. At or prior to the Distribution, NCR and ATMCo shall enter into, and, if applicable, shall cause a member or members of their respective Groups to enter into, the Ancillary Agreements.

Section 3.5 ATMCo Financing Arrangements. On or prior to the Distribution Date, ATMCo shall enter into the ATMCo Financing Arrangements, on such terms and conditions as agreed by NCR (including the minimum amount that shall be borrowed pursuant to the ATMCo Financing Arrangements and the interest rates for such borrowings). NCR and ATMCo shall each participate in the preparation of all Financing Disclosure Documents, materials and presentations as may be reasonably necessary or reasonably advisable to secure the funding pursuant to the ATMCo Financing Arrangements, including, without limitation, rating agency presentations, lender presentations and confidential information memoranda. The Parties agree that ATMCo, and not NCR, shall be ultimately responsible for all costs and expenses incurred by, and for reimbursement of such costs and expenses to, any member of the NCR Group or ATMCo Group associated with the ATMCo Financing Arrangements, to the extent unpaid as of the Distribution.

ARTICLE IV

THE DISTRIBUTION

Section 4.1 The Distribution; Debt-for-Debt Exchange.

(a) NCR shall, in its sole discretion, determine the Distribution Date and all terms of the Distribution and any Debt-for-Debt Exchange, including the timing of the consummation of all or part of the Distribution and any Debt-for-Debt Exchange. NCR may, at any time and from time to time until the consummation of the Distribution and any Debt-for-Debt Exchange, modify or change the terms of the Distribution including by accelerating or delaying the timing of the consummation of all or part of the Distribution or the timing of the consummation of any Debt-for-Debt Exchange or modifying the number of shares or ATMCo Common Stock to be distributed.

(b) Subject to the satisfaction or waiver of the conditions, covenants and other terms set forth in this Agreement and the Ancillary Agreements, on or prior to the Distribution Date, in connection with the Separation, in exchange for the Transfer of the ATMCo Assets to ATMCo in the Separation whenever made, (i) ATMCo shall issue to NCR either in connection with the conversion of ATMCo from a Delaware limited liability company to a Maryland corporation or as a stock issuance (or a combination of both) such number of shares of ATMCo Common Stock (or NCR and ATMCo shall take or cause to be taken such other appropriate actions to ensure that NCR has the requisite number of shares of ATMCo Common Stock) as may be requested by NCR in order to effect the Distribution, which shares as of the date of issuance shall represent (together with such shares previously held by NCR) all of the issued and outstanding shares of ATMCo Common Stock, (ii) ATMCo shall make the Debt Proceeds Distribution, (iii) ATMCo shall issue to NCR the Debt-for-Debt Indebtedness (if any) and (iv) ATMCo shall assume the ATMCo Liabilities.

(c) Concurrently with or following the Distribution, NCR may conduct one or more Debt-for-Debt Exchanges. ATMCo shall, if the Debt-for-Debt Exchange has not been completed as of the Distribution, cooperate with NCR following the Distribution to accomplish a Debt-for-Debt Exchange and shall, at the direction of NCR, use its best efforts to promptly take any and all actions reasonably necessary, customary or advisable to effect a Debt-for-Debt Exchange, as applicable, including any Customary Offering Actions. NCR shall be entitled in its sole and absolute discretion to select any investment bank, manager or advisor in connection with a Debt-for-Debt Exchange as well as any financial printer, solicitation, exchange, information or distribution agent and financial, legal, accounting, tax and other advisors for NCR in connection with a Debt-for-Debt Exchange.

(d) Subject to conditions and other terms in this Article IV, NCR will cause the Agent on the Distribution Date to make the Distribution, including by crediting the appropriate number of shares of ATMCo Common Stock to book-entry accounts for each holder of record of NCR Common Stock as of the Record Date (or their designated transferee). For stockholders of NCR who own NCR Common Stock through a broker or other nominee, their shares of ATMCo Common Stock will be credited to their respective accounts by such broker or nominee. No action by any holder of NCR Common Stock on the Record Date shall be necessary

for such stockholder (or such stockholder's designated transferee or transferees) to receive the applicable number of shares of ATMCo Common Stock (and, if applicable, cash in lieu of any fractional shares) such stockholder is entitled to in the Distribution. ATMCo will not issue paper stock certificates in respect of the ATMCo Common Stock. Following the Distribution Date, ATMCo agrees to provide all book-entry transfer authorizations for shares of ATMCo Common Stock that NCR or the Agent shall require (after giving effect to Section 4.2) in order to effect the Distribution.

(e) Until the ATMCo Common Stock is duly transferred in accordance with this Article IV and applicable Law, from and after the Distribution, ATMCo will regard the Persons entitled to receive such ATMCo Common Stock as record holders of ATMCo Common Stock in accordance with the terms of the Distribution without requiring any action on the part of such Persons. ATMCo agrees that, subject to any transfers of such shares, from and after the Distribution (i) each such holder will be entitled to receive all dividends, if any, payable on, and exercise voting rights and all other rights and privileges with respect to, the shares of ATMCo Common Stock then held by such holder, and (ii) each such holder will be entitled, without any action on the part of such holder, to receive evidence of ownership of the shares of ATMCo Common Stock then held by such holder.

Section 4.2 Fractional Shares. NCR stockholders who, after aggregating the number of shares of ATMCo Common Stock (or fractions thereof) to which such stockholder would be entitled on the Record Date, would be entitled to receive a fraction of a share of ATMCo Common Stock in the Distribution, will receive cash in lieu of fractional shares. Fractional shares of ATMCo Common Stock will not be distributed in the Distribution nor credited to book-entry accounts. The Agent shall, as soon as practicable after the Distribution Date (a) determine the number of whole shares and fractional shares of ATMCo Common Stock allocable to each other holder of record or beneficial owner of NCR Common Stock as of the close of business on the Record Date, (b) aggregate all such fractional shares into whole shares and sell the whole shares obtained thereby in open market transactions at then prevailing trading prices on behalf of holders who would otherwise be entitled to fractional share interests, and (c) distribute to each such holder, or for the benefit of each such beneficial owner, such holder's or owner's ratable share of the net proceeds of such sale, based upon the average gross selling price per share of ATMCo Common Stock after making appropriate deductions for any amount required to be withheld for United States federal income tax purposes. ATMCo shall bear the cost of brokerage fees and transfer taxes incurred in connection with these sales of fractional shares, which such sales shall occur as soon after the Distribution Date as practicable and as determined by the Agent. None of NCR, ATMCo or the applicable Agent will guarantee any minimum sale price for the fractional shares of ATMCo Common Stock. Neither NCR nor ATMCo will pay any interest on the proceeds from the sale of fractional shares. The Agent will have the sole discretion to select the broker-dealers through which to sell the aggregated fractional shares and to determine when, how and at what price to sell such shares. Neither the Agent nor the selected broker-dealers will be Affiliates of NCR or ATMCo.

Section 4.3 Actions in Connection with the Distribution.

(a) ATMCo shall file such amendments and supplements to the Registration Statement as NCR may reasonably request, and such amendments as may be necessary in order to cause the same to become and remain effective as required by Law, including filing such amendments and supplements to the Registration Statement and Information Statement as may be required by the SEC or federal, state or foreign securities Laws. NCR shall mail to the holders of NCR Common Stock, at such time on or prior to the Distribution Date as NCR shall determine, the Information Statement included in the Registration Statement (or, alternatively, NCR shall make available the Information Statement to the applicable holders of NCR Common Stock and cause to be mailed to the holders of NCR Common Stock, at such time on or prior to the Distribution Date as NCR shall determine, a notice of internet availability of the Information Statement and post such notice on its website, in each case in compliance with Rule 14a-16 promulgated by the SEC pursuant to the Exchange Act, as such rule may be amended from time to time).

(b) ATMCo shall also prepare, file with the SEC and cause to become effective, as of the Distribution or as promptly as practicable thereafter, any registration statements or amendments thereof required to effect the establishment of, or amendments to, any employee benefit and other plans or as otherwise necessary or appropriate in connection with the transactions contemplated by this Agreement, or any of the Ancillary Agreements, including any transactions related to financings or other credit facilities. Promptly after receiving a request from NCR, ATMCo shall prepare and, in accordance with applicable Law, file with the SEC any such documentation that NCR determines is necessary or desirable to effectuate the Distribution, and NCR and ATMCo shall each use commercially reasonable efforts to obtain all necessary approvals from the SEC with respect thereto as soon as practicable.

(c) Prior to the Distribution, ATMCo shall prepare and file, and shall use commercially reasonable efforts to have approved and made effective, an application for the original listing on the NYSE of the ATMCo Common Stock to be distributed in the Distribution, subject to official notice of distribution.

(d) Nothing in this Section 4.3 shall be deemed, by itself, to create a Liability of NCR for any portion of, or action with respect to, the Registration Statement.

Section 4.4 Sole Discretion of NCR. Notwithstanding anything to the contrary in this Agreement or any Ancillary Agreement, NCR may, at its sole and absolute discretion, as determined by the NCR Board, (i) in accordance with Section 10.7, at any time prior to the Distribution Date and from time to time until the completion of the Distribution decide to abandon the Distribution or modify or change the terms of the Distribution, including by accelerating or delaying the timing of the consummation of all or part of the Distribution, including all transactions contemplated by this Agreement and (ii) determine whether to proceed with all or part of the Distribution. None of ATMCo, any other member of the ATMCo Group, any ATMCo Group Employee or any Third Party shall have any right or claim to require the consummation of the Separation or the Distribution, the consummation of which shall be at the sole discretion of NCR, as determined by the NCR Board.

Section 4.5 Conditions.

(a) Subject to Section 4.4, the following are conditions to the consummation of the Distribution (which, to the extent permitted by applicable Law, may be waived, in whole or in part, by NCR in its sole discretion and with the completion of the Distribution by NCR deemed the satisfaction or waiver thereof):

(i) The Registration Statement shall have been declared effective by the SEC and shall be subject to no further comment, no stop order suspending the effectiveness of the Registration Statement shall be in effect, and no Proceedings for that purpose will be pending before or threatened by the SEC;

(ii) The ATMCo Common Stock to be delivered to the NCR stockholders in the Distribution shall have been accepted for listing on the NYSE, subject to official notice of distribution;

(iii) NCR shall have obtained an opinion from each of Skadden, Arps, Slate, Meagher & Flom LLP, tax counsel to NCR, and Ernst & Young, LLP, tax advisor to NCR, in form and substance satisfactory to NCR (in its sole discretion), substantially to the effect that, among other things, the Distribution, together with certain related transactions, will qualify as a transaction that is generally tax-free for U.S. federal income tax purposes under Sections 368(a)(1)(D), 361 and 355 of the Code;

(iv) An independent appraisal firm acceptable to NCR shall have delivered one (1) or more opinions to the NCR Board confirming that, immediately following the Distribution (A) each of NCR and ATMCo will be able to pay its indebtedness as its indebtedness becomes due in the ordinary course of business and (B) the fair value of each of NCR's and ATMCo's respective assets will be greater than the sum of, as applicable, NCR's or ATMCo's respective stated liabilities and certain identified contingent liabilities (plus, with regard to NCR, the amount, if any, that would be needed, if NCR was dissolved at the time of Distribution, to satisfy the preferential rights upon dissolution of the holders of shares of Series A Convertible Preferred Stock of NCR, $0.01 par value per share), and such opinions shall be acceptable to the NCR Board in form and substance in the NCR Board's sole discretion and such opinions shall not have been withdrawn or rescinded;

(v) Each of NCR and ATMCo shall have received any necessary permits, registrations and consents under the securities or "blue sky" Laws of states or other political subdivisions of the United States (and any comparable Laws under any foreign jurisdiction) in connection with the Distribution and all such permits and authorizations shall be in effect;

(vi) No order, injunction or decree issued by any court or arbitral authority of competent jurisdiction shall have been entered and shall continue to be in effect and no other Law or other legal restraint or prohibition shall have been adopted or be effective preventing the consummation of the Separation, Distribution or any of the related transactions contemplated herein;

(vii) The portion of the Internal Reorganization Plan to be effectuated prior to the Distribution shall have been effectuated, including the execution of all such instruments, assignments, documents and other agreements necessary to effect such portion of the Internal Reorganization Plan;

(viii) The NCR Board shall have declared the Distribution and approved all related transactions (and such declaration or approval shall not have been withdrawn);

(ix) Any material Governmental Approvals and Consents from Governmental Authorities, in each case, necessary to effect the transactions contemplated by the Internal Reorganization Plan or the Distribution shall have been obtained and be in full force and effect;

(x) The financing for the ATMCo Financing Arrangements shall be available on terms acceptable to NCR and ATMCo shall have completed the ATMCo Financing Arrangements and received the proceeds in respect thereof and ATMCo shall have (A) issued to NCR the Debt-for-Debt Indebtedness (if any) and (B) completed the Debt Proceeds Distribution;

(xi) The Information Statement or notice of internet availability of the Information Statement shall have been mailed to the holders of record of NCR Common Stock as of the close of business on the Record Date;

(xii) Each Ancillary Agreement shall have been executed by each party to such agreement; and

(xiii) No event or development shall have occurred or exist that, in the judgment of the NCR Board, in its sole discretion, makes it inadvisable to effect the Separation, the Distribution or the other related transactions (including with respect to the incurrence of Indebtedness necessary to complete the Separation and Distribution).

(b) The conditions set forth in this Section 4.5 are for the sole benefit of NCR and shall not give rise to or create any duty on the part of NCR or the NCR Board to waive or not waive any such condition. Any determination made by NCR prior to the Distribution concerning the satisfaction or waiver of any or all of the conditions set forth in this Section 4.5 shall be conclusive and binding on the Parties hereto.

ARTICLE V

COVENANTS

Section 5.1 No Restrictions on Business Opportunities.

(a) In the event that NCR or any other member of the NCR Group, or any director, officer or employee of NCR or any other member of the NCR Group, acquires knowledge of a potential transaction or matter that may be a business opportunity for both NCR or any other member of the NCR Group and ATMCo or any other member of the ATMCo Group, ATMCo renounces, on its behalf and on behalf of every member of the ATMCo Group, any potential interest or expectation in, or right to be offered or to participate in, such business opportunity. Neither NCR nor any other member of the NCR Group, nor any director, officer or employee of NCR or any other member of the NCR Group, shall have any duty to communicate or present such business opportunity to ATMCo or any other member of the ATMCo Group and shall not be liable to ATMCo or any other member of the ATMCo Group or to ATMCo's stockholders by reason of the fact that NCR or any other member of the NCR Group pursues or acquires such business opportunity for itself, directs such business opportunity to another person or entity, or does not present such business opportunity to ATMCo or any other member of the ATMCo Group. ATMCo, on behalf of itself and every member of the ATMCo Group, hereby waives any right to be presented any such business opportunity.

(b) In the event that ATMCo or any other member of the ATMCo Group, or any director, officer or employee of ATMCo or any other member of the ATMCo Group, acquires knowledge of a potential transaction or matter that may be a business opportunity for both NCR or any other member of the NCR Group and ATMCo or any other member of the ATMCo Group, NCR renounces, on its behalf and on behalf of every member of the NCR Group, any potential interest or expectation in, or right to be offered or to participate in, such business opportunity. Neither ATMCo nor any other member of the ATMCo Group, nor any director, officer or employee of ATMCo or any other member of the ATMCo Group, shall have any duty to communicate or present such business opportunity to NCR or any other member of the NCR Group and shall not be liable to NCR or any other member of the NCR Group or to NCR's stockholders by reason of the fact that ATMCo or any other member of the ATMCo Group pursues or acquires such business opportunity for itself, directs such business opportunity to another person or entity, or does not present such business opportunity to NCR or any other member of the NCR Group. NCR, on behalf of itself and every member of the NCR Group, hereby waives any right to be presented any such business opportunity.

(c) For the purposes of this Section 5.1, "business opportunities" of ATMCo or any other member of the ATMCo Group shall include, but not be limited to, business opportunities that are, by their nature, in a line of business of ATMCo or any other member of the ATMCo Group, including the ATMCo Business, are of practical advantage to them and are ones in which ATMCo or any other member of the ATMCo Group have an interest or a reasonable expectancy, and in which, by embracing the opportunities, the self-interest of NCR or any other member of the NCR Group or any of their officers or directors will be brought into conflict with that of ATMCo or any other member of the ATMCo Group, and "business opportunities" of NCR or any other member of the NCR Group shall include, but not be limited to, business opportunities that are, by their nature, in a line of business of NCR or any other member of the NCR Group, including the NCR Business, are of practical advantage to them and are ones in which NCR or any other member of the NCR Group have an interest or a reasonable expectancy, and in which, by embracing the opportunities, the self-interest of ATMCo or any other member of the ATMCo Group or any of their officers or directors will be brought into conflict with that of NCR or any other member of the NCR Group.

(d) For the avoidance of doubt, (x) none of the foregoing shall be construed to limit any of the restrictions set forth in Section 5.3 and (y) shall not be construed to suggest that either Party or its directors, officers or employees would have had any obligation to communicate business opportunities to the other Party.

Section 5.2 Permits.

(a) Following the Distribution, notwithstanding Section 2.6, to the extent the Transfer to the applicable Permit Transferee of any permits, including Environmental Permits, that constitute Assets that are allocated to the Permit Transferee's Group pursuant to this Agreement, have not been completed (such permit, a "**Non-Transferred Permit**"), the Permit Transferor shall, and shall cause the other members of its Group to, use commercially reasonable efforts to (A) assist the Permit Transferee by providing any information necessary to allow the Permit Transferee to apply to the applicable Governmental Authority for the Transfer of such Non-Transferred Permit or the issuance of a new permit applicable to the same subject matter of the Non-Transferred Permit, to the extent that such application was not submitted prior to the Distribution, (B) maintain each existing permit, including any Environmental Permit, related to such Non-Transferred Permit, in full force and effect in all material respects, until such time as the Permit Transferee has otherwise received the Non-Transferred Permit or a new permit applicable to the same subject matter as such Non-Transferred Permit, (C) cooperate in any reasonable and lawful arrangement designed to provide to the Permit Transferee the benefits arising under any Non-Transferred Permit, including accepting such reasonable direction as the Permit Transferee shall request of the Permit Transferor, and (D) enforce at the Permit Transferee's reasonable request, or allow the Permit Transferee to enforce in a commercially reasonable manner, any rights of the Permit Transferor under such Non-Transferred Permit (to the extent related to the Business of the Permit Transferee). The costs and expenses incurred by the Permit Transferor related to the foregoing clauses (A)-(B) shall be borne solely by the Permit Transferor and the costs and expenses incurred by the Permit Transferor related to the foregoing clauses (C)-(D) shall be borne solely by the Permit Transferee. Following the Distribution, to the extent the issuance of any permits, including Environmental Permits, necessary for the conduct of the Business of a Party's Group as it is conducted as of the time of the Distribution (after giving effect to the Ancillary Agreements) has not been completed as of the Distribution, each of the Parties shall reasonably cooperate with each other to provide such information and take such actions as reasonably requested by each other to facilitate the issuance of such permit. Notwithstanding the foregoing in this Section 5.2(a), a Party's obligation hereunder is conditioned on the planned recipient of such permit undertaking prompt action to apply for and prosecute the reissuance or a transfer of permit.

(b) Following the Distribution, the Permit Transferee shall be responsible for compliance by the Business of its Group with all of the terms and conditions of any permit, including any Environmental Permit, which is a Non-Transferred Permit. The Permit Transferee shall be responsible for all Liabilities related thereto and shall indemnify the Permit Transferor pursuant to Article VI for all Indemnifiable Losses to the extent relating to or arising in connection with or resulting from a permit, including any Environmental Permit, which is a Non-Transferred Permit due to the Business of its Group, including fines or penalties arising from violations by its Group of any terms and/or conditions of the Non-Transferred Permit.

(c) Notwithstanding Section 2.6 or Section 2.8, but in furtherance of the foregoing, in the case of any permits (including Environmental Permits) which are related to both the NCR Business and the ATMCo Business (a "**Shared Permit**") and which have not been separated (or a new permit otherwise procured for a Party) prior to the Distribution, the Parties shall cooperate following the Distribution to, at the election of the holder of such Shared Permit following the Distribution (whether or not allocated such permit pursuant to the allocation of Assets in this Agreement), either (i) Transfer the applicable Shared Permit to a member of the other Party's Group (as designated by such Party) and procure for the holding Party's Group any new permits required to operate its Business as it is conducted as of the time of the Distribution after giving effect to the Ancillary Agreements or (ii) procure the issuance for the other Party of such new permits, including Environmental Permits, related to the existing Shared Permits (to the extent necessary for the conduct of the Business of such other Party's Group as it is conducted as of the time of the Distribution after giving effect to the Ancillary Agreements); *provided* that, in each case, and for the avoidance of doubt, if there is any delay in the Transfer or procurement of such permit, clauses (A)-(D) of Section 5.2(a) and the indemnity obligations in Section 5.2(b) shall continue to apply.

(d) No Party shall have any obligations under this Section 5.2 if it is provided notice, or otherwise becomes aware, of a Non-Transferred Permit or Shared Permit at any time after the twenty-four (24) month anniversary of the Distribution Date; *provided*, that nothing shall limit the obligations of the Parties under this Section 5.2 with respect to any Non-Transferred Permit or Shared Permit it had been provided notice of, or was otherwise aware of, prior to such date.

Section 5.3 Certain Non-Competition Provisions.

(a) As an essential consideration for the obligations of the Parties under this Agreement, and in contemplation of the consummation of the Separation and the Distribution, ATMCo hereby agrees that, (i) from the date hereof until the third (3rd) anniversary of the Distribution Date (the "**Non-Compete Period**"), other than as set forth on Schedule 5.3(a)(i), it shall not, and it shall cause each other member of its Group not to, on a worldwide basis, directly or indirectly own, invest in, operate, manage, control, participate or engage in any Prohibited ATMCo Business and (ii) from the date hereof until the fifth (5th) anniversary of the Distribution Date, it shall not, and it shall cause each other member of its Group not to, on a worldwide basis, directly or indirectly participate or engage in the business of providing services with respect to (and shall not otherwise provide services for) installations, break-fix, or maintenance work in respect of any new or existing category of product produced, provided, or supported by the NCR Business as of the Distribution Date (even if such product is not produced itself by NCR or any member of the NCR Group and is produced by a Third-Party) (such activities prohibited by this clause (ii) the "**Prohibited Maintenance Business**"). "**Prohibited ATMCo Business**" means the NCR Business and the activities set forth on Schedule 5.3(a)(ii); *provided* that nothing in this Section 5.3 shall prohibit the ownership by ATMCo or any member of its Group, of debt, equity or other class of securities of any Person that owns, invests in, operates, manages, controls, participates or engages directly or indirectly in a Prohibited ATMCo Business or Prohibited Maintenances Business, provided ownership of such securities (either directly, indirectly or upon conversion) is less than ten percent (10%) of such class of securities of such Person; *provided, further*, that "Prohibited ATMCo Business" or "Prohibited Maintenance Business" shall not include ATMCo's performance of its obligations under any of the Continuing Arrangements set forth on Schedule 1.1(46) or under any of the Ancillary Agreements, solely to the extent in accordance therewith.

(b) As an essential consideration for the obligations of the Parties under this Agreement, and in contemplation of the consummation of the Separation and the Distribution, NCR hereby agrees that, during the Non-Compete Period, other than as set forth on Schedule 5.3(b)(i), it shall not, and it shall cause each other member of its Group not to, on a worldwide basis, directly or indirectly own, invest in, operate, manage, control, participate or engage in any Prohibited NCR Business. "**Prohibited NCR Business**" means the ATMCo Business and the activities set forth on Schedule 5.3(b)(ii); *provided* that nothing in this Section 5.3 shall prohibit the ownership by NCR or any member of its Group, of debt, equity or other class of securities of any Person that owns, invests in, operates, manages, controls, participates or engages directly or indirectly in a Prohibited NCR Business, provided ownership of such securities (either directly, indirectly or upon conversion) is less than ten percent (10%) of such class of securities of such Person; *provided, further*, that "Prohibited NCR Business" shall not include NCR's performance of its obligations under any of the Continuing Arrangements set forth on Schedule 1.1(46) or under any of the Ancillary Agreements, solely to the extent in accordance therewith.

(c) Certain Strategic Transactions.

(i) ATMCo Acquisitions: In the event that a merger, acquisition, consolidation or other business combination with another Person that directly or indirectly owns, invests in, operates, manages, controls, participates or engages in a Prohibited ATMCo Business or Prohibited Maintenance Business results in ATMCo or any member of its Group, as the case may be, directly or indirectly owning, investing in, operating, managing, controlling, participating or engaging in a Prohibited ATMCo Business or Prohibited Maintenance Business in breach of Section 5.3(a) at the time of such transaction, but does not result in a change of control of ATMCo or any member of its Group, ATMCo shall either (x) have a period of 365 days from the date of the closing or consummation of such transaction to cure (by divestiture or otherwise, including, for the avoidance of doubt, in the event that such 365-day cure period extends beyond the expiration of the Non-Compete Period or five year term of its obligation with respect to the Prohibited Maintenance Business, as applicable) such failure before the parties are deemed to be in breach of this Section 5.3 or (y) solely with respect tot he Prohibited ATMCo Business (and not the Prohibited Maintenance Business) obtain the written consent of NCR to consummate such transaction and to own, invest in, operate, manage, control, participate or engage in the Prohibited ATMCo Business acquired therein (such consent not to be unreasonably withheld, conditioned or delayed).

(ii) NCR Acquisitions: In the event that a merger, acquisition, consolidation or other business combination with another Person that directly or indirectly owns, invests in, operates, manages, controls, participates or engages in a Prohibited NCR Business results in NCR or any member of its Group, as the case may be, directly or indirectly owning, investing in, operating, managing,

controlling, participating or engaging in a Prohibited NCR Business in breach of Section 5.3(a) at the time of such transaction, but does not result in a change of control of NCR or any member of its Group, NCR shall either (x) have a period of 365 days from the date of the closing or consummation of such transaction to cure (by divestiture or otherwise, including, for the avoidance of doubt, in the event that such 365-day cure period extends beyond the expiration of the Non-Compete Period) such failure before the parties are deemed to be in breach of this Section 5.3 or (y) obtain the written consent of ATMCo to consummate such transaction and to own, invest in, operate, manage, control, participate or engage in the Prohibited NCR Business acquired therein (such consent not to be unreasonably withheld, conditioned or delayed).

(iii) Spin-Offs: During the Non-Compete Period, other than with respect to any Pre-Approved Transaction, in the event that NCR or ATMCo ceases to control any member of its Group following the Distribution and prior to the expiration of the Non-Compete Period (and in the case of ATMCo, prior to the expiration of the five year term with respect to the Prohibited Maintenance Business), NCR or ATMCo, as applicable, shall cause such member of its Group, prior to the consummation of such transaction, to execute a joinder to this Agreement agreeing to be bound directly by the terms of this Section 5.3 unless the other Party provides written consent to such transaction being consummated without such joinder (such consent not to be unreasonably withheld, conditioned or delayed).

(iv) Divestitures to Third Parties: During the Non-Compete Period (and in the case of ATMCo, prior to the expiration of the five year term with respect to the Prohibited Maintenance Business), other than with respect to any Pre-Approved Transaction, to the extent that any Third Party acquires, directly or indirectly, any Assets of NCR or Assets of ATMCo that constitute a specific business unit, product line or distinct business operation (and, for the avoidance of doubt, excluding sales of inventory in the ordinary course of business), as applicable, such Third-Party acquiror and its Affiliates (collectively, the "**Non-Compete Acquirors**") shall agree in writing, upon the consummation of such transaction, to be bound by, and shall be bound by, the terms of this Section 5.3 as if they are ATMCo in the case of any transaction involving Assets of ATMCo or NCR in the case of any transaction involving Assets of NCR, including with respect to any business or activity of such Non-Compete Acquirors that were initiated before or independently of such acquisition and they shall cease, as applicable, owning, investing in, operating, managing, controlling, participating or engaging in any Prohibited ATMCo Business, Prohibited Maintenance Business or Prohibited NCR Business (as applicable) as of the consummation of such transaction; *provided* that such Non-Compete Acquiror shall have a period of 365 days from the date of the closing or consummation of such transaction to cure (by divestiture or otherwise, including, for the avoidance of doubt, in the event that such 365-day cure period extends beyond the expiration of the Non-Compete Period) such failure before the parties are deemed to be in breach of this Section 5.3*; provided, further,* that any Non-Compete Acquirors

shall be permitted, with the written consent of ATMCo (such consent not to be unreasonably withheld, conditioned or delayed), to own, invest in, operate, manage, control, participate or engage in a Prohibited NCR Business, or, with the written consent of NCR (such consent not to be unreasonably withheld, conditioned or delayed), to own, invest in, operate, manage, control, participate or engage in a Prohibited ATMCo Business (but not a Prohibited Maintenance Business which shall not be subject to this proviso).

(v) Changes of Control: Notwithstanding anything to the contrary contained herein (including Section 5.3(c)(iv)), during the Non-Compete Period (and in the case of ATMCo, prior to the expiration of the five year term with respect to the Prohibited Maintenance Business), other than with respect to any Pre-Approved Transaction, to the extent any Non-Compete Acquiror acquires, directly or indirectly, (i) greater than fifty percent (50%) of both the voting power and equity interests of NCR or ATMCo or (ii) a majority of the Assets of NCR or Assets of ATMCo, such Non-Compete Acquirors shall agree in writing, upon the consummation of such transaction, to be bound by, and shall be bound by, the provision of this Section 5.3 are ATMCo in the case of any transaction involving ATMCo or NCR in the case of any transaction involving NCR, and shall cease, as applicable, owning, investing in, operating, managing, controlling, participating or engaging in any Prohibited ATMCo Business, Prohibited Maintenance Business or Prohibited NCR Business (as applicable) as of the consummation of such transaction, including if initiated before or independently of such transaction; *provided* that such Non-Compete Acquiror shall have a period of 365 days from the date of the closing or consummation of such transaction to cure (by divestiture or otherwise, including, for the avoidance of doubt, in the event that such 365-day cure period extends beyond the expiration of the Non-Compete Period) such failure before the parties are deemed to be in breach of this Section 5.3*; provided, further,* that any Non-Compete Acquirors shall be permitted, with the written consent of ATMCo (such consent not to be unreasonably withheld, conditioned or delayed), to own, invest in, operate, manage, control, participate or engage in a Prohibited NCR Business, or, with the written consent of NCR (such consent not to be unreasonably withheld, conditioned or delayed), to own, invest in, operate, manage, control, participate or engage in a Prohibited ATMCo Business (but not a Prohibited Maintenance Business which shall not be subject to this proviso).

(d) If any covenant in this Section 5.3 is found to be invalid, void or unenforceable in any situation in any jurisdiction by a court, arbitral authority or Governmental Authority of competent jurisdiction, each of NCR and ATMCo agrees that: (i) such determination shall not affect the validity or enforceability of (x) the offending term or provision in any other situation or in any other jurisdiction, (y) the remaining terms and provisions of this Section 5.3 in any situation in any jurisdiction or (z) permit any conduct otherwise prohibited hereby until such decision is final and non-appealable; (ii) the offending term or provision shall be reformed rather than voided and the court, arbitral authority or Governmental Authority of competent jurisdiction making such determination shall have the power to reduce the scope, duration or geographical area of any invalid or unenforceable term or provision, to delete

specific words or phrases, or to replace any invalid or enforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable provision, in order to render the restrictive covenants set forth in this Section 5.3 enforceable to the fullest extent permitted by applicable Law (or if such court, arbitral authority or Governmental Authority of competent jurisdiction doesn't expressly change the terms hereof, the offending term or provision shall be deemed reformed in accordance with any non-appealable decision on the terms hereof rendered thereby); and (iii) the restrictive covenants set forth in this Section 5.3 shall be enforceable as so modified. Each of ATMCo and NCR acknowledges that any breach of the terms, conditions or covenants set forth in this Section 5.3 shall be competitively unfair and may cause irreparable damage to the other Party because of the special, unique, unusual and extraordinary character of the business of the NCR Group and the ATMCo Group, respectively, and the recovery of damages at Law will not be an adequate remedy. Accordingly, each of the Parties agrees that for any breach of the terms, covenants or agreements of this Section 5.3, a restraining order or an injunction or both may be issued against the breaching Party, in addition to any other rights or remedies a non-breaching Party may have, including pursuant to Section 10.17.

(e) Each of NCR and ATMCo (on behalf of itself and each member of its respective Group) acknowledges and agrees that this Section 5.3 constitutes an independent covenant and shall not be effected by performance or nonperformance of any other provision of this Agreement by either ATMCo or NCR.

Section 5.4 Environmental Liabilities.

(a) Following the Distribution, (i) ATMCo shall be solely responsible, as an ATMCo Liability, for all ATMCo Environmental Liabilities; (ii) NCR shall be solely responsible, as an NCR Liability, for all NCR Environmental Liabilities; and (iii) ATMCo and NCR shall be responsible for their respective portions of the Shared Environmental Liabilities as set forth in this Agreement in the definitions of ATMCo Liability and NCR Liability, respectively. The Parties acknowledge and agree that indemnification provided by each of them pursuant to Section 6.2 and Section 6.3 of this Agreement with respect ATMCo Liabilities and NCR Liabilities shall apply to Environmental Liabilities, in accordance with and subject to the terms of Article VI of this Agreement, but otherwise subject to any specific terms contained in this Section 5.4.

(b) Notwithstanding the last sentence of Section 5.4(a), the Parties desire to establish certain specific terms and procedures herein with respect to Shared Environmental Liabilities and the payment of Remediation Costs and Expenses that shall apply in lieu of any conflicting terms in Article VI of this Agreement.

(c) Administration and Control of Shared Environmental Liabilities and Remedial Actions. Notwithstanding Section 6.4 or Section 6.11 of this Agreement or ATMCo's obligations to, once the Shared Environmental Matters Basket is exceeded in any calendar year, pay the ATMCo Portion of the Shared Environmental Liabilities for any Shared Environmental Liabilities, the following terms shall apply following the Distribution with respect to Shared Environmental Liabilities.

(i) NCR shall assume defense of, and be responsible for, performing all Remedial Action required with respect to, the Shared Environmental Liabilities.

(ii) NCR shall have the authority and right to, in its sole and absolute discretion and without any notice or consultation to ATMCo to, in respect of any Shared Environmental Liabilities: (i) retain environmental consultants, attorneys and other advisors to assist in the performance of any Remedial Action; (ii) communicate, negotiate and enter into settlements and other agreements, with any Governmental Authority or other Person asserting an Environmental Claim with respect to the Shared Environmental Liabilities; (iii) manage and determine the strategy of any Proceeding against any Third Party for contribution, indemnification or reimbursement in respect of any Shared Environmental Liabilities, including the settlement of any such Proceedings and determining the acceptable amount of any such settlement; (iv) select the Remedial Action to be performed in connection with any Shared Environmental Liabilities; and (v) prepare all work plans, investigation and remediation reports, and other documents required with respect to the Shared Environmental Liabilities. To the extent any Environmental Liability that is the subject of any Proceeding is a Shared Environmental Liability and either a NCR Environmental Liability or ATMCo Environmental Liability, NCR shall control with respect to the entirety of such matter in accordance with the preceding sentence; *provided* that NCR shall not be permitted to agree to the entry of any judgment or settlement in respect of an ATMCo Environmental Liability without the prior written consent of ATMCo (not to be unreasonably withheld, conditioned or delayed).

(iii) NCR shall conduct all Remedial Action with respect to Shared Environmental Liabilities at a pace that is consistent with the requirements for such Remedial Action, without taking into consideration the Shared Environmental Matters Basket. ATMCo shall cooperate with NCR in NCR's defense of such matters, including, as necessary, providing access to ATMCo's properties, records and employees. NCR shall update ATMCo from time to time with respect to any events in connection with the foregoing at such times and in such manner as it shall reasonably determine. ATMCo shall have no right to review, prior to submission, or comment on any submissions to any Governmental Authorities or other Persons asserting an Environmental Claim with respect to any Shared Environmental Liabilities or object to any settlement or other agreement (even where it may increase any Shared Environmental Liabilities).

(iv) Notwithstanding anything in Article VI of this Agreement to the contrary, in the event ATMCo or a member of the ATMCo Group is named in any Proceeding with respect to a Shared Environmental Liability or otherwise becomes directly liable therefore, the Parties shall take such actions as are reasonably necessary to facilitate NCR's control of such Proceeding consistent with the terms of this Section 5.4.

(d) Payments for Remediation Costs and Expenses for the Shared Environmental Liabilities. Notwithstanding any terms of Article VI of this Agreement to the contrary, and without the need for providing any notice as required under Article VI of this Agreement, ATMCo shall be required, following the Distribution, to make certain payments to NCR (or a designee thereof) in respect of Remediation Costs and Expenses as set forth below.

(i) With respect to Remediation Costs and Expenses to be incurred through the end of the current calendar year following the Distribution (the "**Stub Period**") with respect to the Identified Shared Environmental Liabilities, the Parties shall take such actions as are set forth on Schedule 5.4(d)(i).

(ii) Beginning with the first full calendar year following the Distribution Date, payments for Remediation Costs and Expenses shall be made by ATMCo to NCR (or a designee thereof) pursuant to this Section 5.4(d)(ii).

(1) No later than December 1st of each calendar year (beginning December 1, 2023), NCR shall provide ATMCo with an estimate of the total Remediation Costs and Expenses expected to be incurred in the next calendar year, and shall specifically set forth the Remediation Costs and Expenses expected to be incurred in each of the upcoming four quarters of such calendar year (each such quarterly amount, as it may be adjusted by NCR hereunder, the "**Estimated Quarterly Remediation Costs**") and, based on such Estimated Quarterly Remediation Costs and Section 1.1(31)(vi) of this Agreement, the amount to be paid by ATMCo in each such quarter of the upcoming calendar year (each such amount, as it may be adjusted by NCR hereunder, the "**ATMCo Quarterly Remediation Amount**"). Estimated Quarterly Remediation Costs shall be calculated net of the maximum amount of any payments reasonably expected to be received from Third Parties with respect to Remediation Costs and Expenses expected to be incurred in the relevant quarter (the "**Third-Party Sharing Amounts**"), but shall exclude any estimate of insurance proceeds to be received unless an insurer has otherwise already acknowledged in writing that it will provide coverage for such Remediation Costs and Expenses.

(2) No later than December 31st of each calendar year (beginning December 31, 2023), ATMCo shall pay to NCR (or its designee) an amount equal to the ATMCo Quarterly Remediation Amount for the first quarter of the upcoming calendar year as provided by NCR and thereafter ATMCo shall pay an amount to NCR (or its designee) equal to the ATMCo Quarterly Remediation Amount for the next quarter of such calendar year as provided by NCR (as they may be adjusted) no later than March 31st for the upcoming second quarter of such calendar year, June 30th for the upcoming third quarter of such calendar year and September 30th for the upcoming fourth quarter of such calendar year (or if any of such days is not a Business Day, the Business Day immediately preceding such date), respectively (each payment, once made, an "**ATMCo Quarterly Remediation Payment**").

(3) Within sixty (60) days after each of March 31st, June 30th, September 30th and December 31st, NCR shall provide an accounting to ATMCo of the actual Remediation Costs and Expenses incurred in the previous quarter (the "**Actual Quarterly Remediation Costs**") and at such time NCR shall be permitted to make and deliver any updates to the Estimated Quarterly Remediation Costs and resulting ATMCo Quarterly Remediation Amounts for the remainder of such calendar year. The Actual Quarterly Remediation Costs shall continue to assume the receipt of Third-Party Sharing Amounts as originally estimated for such quarter, even if not received, and any adjustment with respect to the failure of any Third-Party Sharing Amounts reflected in Estimated Quarterly Remediation Costs for any calendar year to be received shall occur in accordance with Section 5.4(d)(vi) below.

(iii) To the extent that the difference between the Actual Quarterly Remediation Costs for a quarter and the Estimated Quarterly Remediation Costs for such quarter resulted in an ATMCo Quarterly Remediation Payment by ATMCo for such quarter that was an overpayment by ATMCo based on Section 1.1(31)(vi) of this Agreement, the ATMCo Quarterly Remediation Amount for the next quarter shall be adjusted downward in an amount equal to such overpayment (the "**ATMCo Credit Amount**"). If the ATMCo Credit Amount is greater than the ATMCo Quarterly Remediation Amount for the next quarter, the ATMCo Quarterly Remediation Amount for such quarter shall be zero and the portion of the ATMCo Credit Amount remaining unused shall be applied to the next ATMCo Quarterly Remediation Amount and thereafter if any portion of the ATMCo Credit Amount remains unused it shall be applied as a reduction in future quarters until utilized entirely.

(iv) To the extent that the difference between the Actual Quarterly Remediation Costs for a quarter and the Estimated Quarterly Remediation Costs for such quarter resulted in an ATMCo Quarterly Remediation Payment by ATMCo for such quarter that was an underpayment (or no payment) by ATMCo based on Section 1.1(31)(vi) of this Agreement, the ATMCo Quarterly Remediation Amount for the next quarter shall be adjusted upward in an amount equal to such underpayment (or, if no payment was made, the amount that would have otherwise been made) (the "**ATMCo Underpayment Amount**").

(v) Any adjustment to an ATMCo Quarterly Remediation Amount with respect to the Stub Period shall be as set forth on Schedule 5.4(d)(i).

(vi) Within sixty (60) days after December 31st of each calendar year beginning December 31, 2024, NCR shall notify ATMCo whether all or a portion of the Third-Party Sharing Amounts reflected in any calculation of the Estimated Quarterly Remediation Costs in any of the quarters for the calendar year just ended were actually received by it. To the extent that NCR received less than the full amount of the Third-Party Sharing Amounts reflected in any calculation of the Estimated Quarterly Remediation Costs in any of the quarters for the calendar year just ended, NCR shall provide a calculation to ATMCo

demonstrating the aggregate amount by which, if any, ATMCo underpaid NCR for Remediation Costs and Expenses in the entire calendar year just ended based on Section 1.1(31)(vi) of this Agreement (such amount, the "**Third-Party Failure True-Up Amount**"). ATMCo shall make payment to an account designated by NCR in amount equal to the Third-Party Failure True-Up Amount, if any, within five (5) Business Days of receiving notice thereof from NCR.

(vii) Notwithstanding anything in Section 6.7 of this Agreement to the contrary, in the event that at any time following the Distribution NCR or any member of the NCR Group recovers any insurance proceeds or other amounts (other than Third-Party Sharing Amounts) with respect to Remediation Costs and Expenses that identifiably relate to a specific period in which an ATMCo Quarterly Remediation Payment was made (and, for the avoidance of doubt, not any pre-Distribution period) and that were not taken into account in full in calculating the relevant ATMCo Quarterly Remediation Payment for such period or which would have resulted, in accordance with this Agreement, in a lower amount being paid by ATMCo hereunder, the ATMCo Quarterly Remediation Amount for the next ATMCo Quarterly Remediation Payment due from ATMCo shall be reduced in an amount equal to the degree to which ATMCo overpaid hereunder; *provided* that, to the extent such credit is not fully utilized in the next period, any remaining amount of the credit shall be applied to future ATMCo Quarterly Remediation Amounts. If at the time of receipt of any proceeds described under this Section 5.4(d)(vii) which would otherwise result in a credit to ATMCo (x) NCR concludes in its reasonable determination that all Remedial Actions in respect of Shared Environmental Liabilities have been completed and that no additional Remedial Actions are likely in respect of the Shared Environmental Liabilities and (y) NCR reasonably expects there will not be further Remediation Costs and Expenses, NCR shall use commercially reasonable efforts to calculate the degree to which, if any, the receipt of such proceeds would have previously reduced ATMCo's payments hereunder and, to the extent reasonably determinable, shall make payment to ATMCo in an amount equal thereto.

(viii) If at any time (x) NCR concludes in its reasonable determination that all Remedial Actions in respect of Shared Environmental Liabilities have been completed and that no additional Remedial Actions are likely in respect of the Shared Environmental Liabilities, (y) NCR reasonably expects there will not be further Remediation Costs and Expenses and (z) there exists any ATMCo Credit Amount (or portion thereof) that was not utilized in full, NCR shall make payment of such unused amount to ATMCo at a time and in a manner as reasonably determined by it and net of any ATMCo Underpayment Amount it has not received. For the avoidance of doubt, the procedures in this Section 5.4(d) shall continue to apply should additional Remedial Actions with respect to Shared Environmental Liabilities nonetheless arise thereafter.

(ix) The foregoing is not intended, and shall not be construed to, alter the Liability of ATMCo for Shared Environmental Liabilities under this Agreement. At all times ATMCo's Liability for Shared Environmental Liabilities shall be subject to Section 1.1(31)(vi) of this Agreement. For the avoidance of doubt, (x) the Shared Environmental Matters Basket as calculated in any calendar year and applied hereunder shall be based on total Shared Environmental Liabilities incurred or expected to be incurred in such year, and payment for Remediation Costs and Expenses as calculated hereunder shall take into account the degree to which the Shared Environmental Matters Basket may be exceeded as a result thereof (and not based solely on Remediation Costs and Expenses) and (y) ATMCo may be liable to make payment to NCR for other Shared Environmental Liabilities in accordance with the terms of this Agreement pursuant to Article VI of this Agreement notwithstanding funding of Remediation Costs and Expenses hereunder.

(e) It shall not be a defense to the obligation of ATMCo to pay any amount of the ATMCo Portion of the Shared Environmental Liabilities with respect to any Remediation Costs and Expenses or Environmental Liabilities relating to any Shared Environmental Liabilities that ATMCo was not consulted in the defense thereof, that ATMCo's views or opinions as to the conduct of the defense of the Shared Environmental Liabilities, including the implementation of any Remedial Action, were not accepted or adopted, that ATMCo does not approve of the quality or manner of the defense or implementation of the Remedial Action, or that the Shared Environmental Liabilities were settled or compromised in a manner with which ATMCo did not agree.

(f) In the event that ATMCo or any of its successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger; or (ii) transfers or conveys all or substantially all of its properties and assets (in one or a series of related transactions) to any Person, then, and in each such case, proper provision shall be made, and ATMCo or its successor or assignees shall cause, prior to the consummation of any such transaction, the applicable successor, assign or transferee in such transaction to expressly assume in writing all of the obligations of ATMCo hereunder, with a creditworthy entity capable of satisfying such obligations.

(g) Insurance; Rights Against Third Persons Exclusively for NCR and Other Matters.

(i) From and after the Distribution, NCR shall have sole and absolute authority to determine whether to assert claims under any insurance policies in respect of Shared Environmental Liabilities and to control any Proceeding related thereto, including the settlement thereof.

(ii) In the event that ATMCo or any member of the ATMCo Group recovers any insurance proceeds or other amounts with respect to the Shared Environmental Liabilities, such amounts (net of any out-of-pocket costs or expenses incurred in the collection thereof) shall be paid to NCR within thirty (30) days of receipt.

(iii) The Parties hereby agree that an insurer or other Third Party that would otherwise be obligated to pay any amount shall not be relieved of any such obligation with respect thereto or have any subrogation rights with respect thereto by virtue of any provision contained in this Agreement or any Ancillary Agreement, and that no insurer or any other Third Party shall be entitled to a "windfall" (e.g., a benefit they would not be entitled to receive in the absence of the indemnification or release provisions of this Agreement) by virtue of any provision contained in this Agreement or any Ancillary Agreement. Neither NCR nor ATMCo may delay making any payment required under the terms of this Agreement with respect to the Shared Environmental Liabilities (including pursuant to this Section 5.4), pending the outcome of any Proceeding to collect or recover insurance proceeds or any other amounts claimed to be due from any Third Party with respect to the Shared Environmental Liability, and neither Party need attempt to collect any insurance proceeds or any other amounts claimed to be due from any Third Party with respect to the Shared Environmental Liability prior to asserting a claim for a payment required to be made under this Section 5.4.

(iv) Notwithstanding anything in this Agreement to the contrary, including pursuant to Section 2.8, no member of the ATMCo Group shall have any right to, and no member of the NCR Group shall have any obligation to any member of the ATMCo Group to, exercise any rights or enforce any obligations with respect to any Third Party under any Contract relating to any Shared Environmental Liability, including by commencing or maintaining any Proceeding against any Third Party to enforce (or to allow any member of the ATMCo Group to enforce) any rights or obligations NCR may have against any Third Party related to the Shared Environmental Liabilities thereunder. ATMCo shall not, and shall cause the members of its Group not to, take or assert any action or initiate any Proceeding, whether under this Agreement, any Ancillary Agreement or under any Contract with a Third Party relating to any Shared Environmental Liabilities, inconsistent with the preceding sentence.

ARTICLE VI

MUTUAL RELEASES; SURVIVAL AND INDEMNIFICATION; MANAGEMENT OF EXISTING PROCEEDINGS

Section 6.1 Release of Pre-Distribution Claims.

(a) Except (i) as provided in Section 6.1(c), (ii) as may otherwise be provided in this Agreement or any Ancillary Agreement and (iii) for any matter for which any NCR Indemnified Party is entitled to indemnification pursuant to this Article VI, effective as of the Distribution, NCR does hereby, for itself and each other member of the NCR Group, their respective Affiliates, and their respective successors and assigns, and, to the extent NCR legally may, all Persons that at any time on or prior to the Distribution have been stockholders, directors, officers, members, agents or employees of NCR or any other member of the NCR Group (in each case, in their respective capacities as such), remise, release and forever discharge ATMCo and

each member of the ATMCo Group, their respective Affiliates, and their respective successors and assigns and all Persons who at any time on or prior to the Distribution have been stockholders, directors, officers, members, agents or employees of ATMCo or any member of the ATMCo Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns (collectively, the "**ATMCo Released Parties**") from any and all Liabilities whatsoever, whether at Law or in equity, whether arising under any Contract or agreement, by operation of Law or otherwise, including for fraud, existing as a result of, or arising from or relating to, any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Distribution, whether or not known as of the Distribution, including in connection with the transactions and all other activities to implement the Separation or the Distribution. NCR shall not make, and shall not permit any other member of the NCR Group to make, any claim or demand, or commence any Proceedings asserting any claim or demand, including any claim for indemnification, against any ATMCo Released Party with respect to any Liabilities released pursuant to this Section 6.1(a).

(b) Except (i) as provided in Section 6.1(c), (ii) as may be otherwise provided in this Agreement or any Ancillary Agreement and (iii) for any matter for which any ATMCo Indemnified Party is entitled to indemnification pursuant to this Article VI, effective as of the Distribution, ATMCo does hereby, for itself and each other member of the ATMCo Group, their respective Affiliates, and their respective successors and assigns, and, to the extent ATMCo legally may, all Persons that at any time on or prior to the Distribution have been stockholders, directors, officers, members, agents or employees of ATMCo or any other member of the ATMCo Group (in each case, in their respective capacities as such), remise, release and forever discharge NCR and each member of the NCR Group, their respective Affiliates, and their respective successors and assigns and all Persons who at any time on or prior to the Distribution have been stockholders, directors, officers, members, agents or employees of NCR or any member of the NCR Group (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns (collectively, the "**NCR Released Parties**") from any and all Liabilities whatsoever, whether at Law or in equity, whether arising under any Contract or agreement, by operation of Law or otherwise, including for fraud, existing as a result of, or arising from or relating to, any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Distribution, whether or not known as of the Distribution, including in connection with the transactions and all other activities to implement the Separation or the Distribution. ATMCo shall not, and shall not permit any other member of the ATMCo Group to, make any claim or demand, or commence any Proceedings asserting any claim or demand, including any claim for indemnification, against any NCR Released Party with respect to any Liabilities released pursuant to this Section 6.1(b).

(c) Nothing contained in Sections 6.1(a) or (b) shall impair any right of any Person to enforce or otherwise receive payments under this Agreement, any Ancillary Agreement or any arrangement that is not to terminate as of the Distribution. Nothing contained in Sections 6.1(a) or (b) shall release any Person from:

(i) any Liability provided in or resulting from any agreement among any member of the NCR Group and any member of the ATMCo Group that is not to terminate as of the Distribution, or any other liability that is not to terminate as of the Distribution;

(ii) any Liability provided in or resulting from any other Contract or transaction that is entered into after the Distribution between one Party (and/or a member of such Party's Group), on the one hand, and the other Party (and/or a member of such Party's Group), on the other hand;

(iii) any Liability that the Parties may have with respect to (A) indemnification or contribution pursuant to this Agreement or any Ancillary Agreement, including in respect of claims brought against the Parties (or members of their respective Groups) by any Third Party, which Liability shall be governed by the provisions of this Article VI and, if applicable, the appropriate provisions of the Ancillary Agreements or (B) any breach of this Agreement or any Ancillary Agreement following the Distribution, subject to the terms of such agreement;

(iv) any Liability with respect to any Continuing Arrangements or any Intergroup Indebtedness that survive the Distribution (including the Debt-for-Debt Indebtedness, which shall survive the Distribution);

(v) if such Person is a current or former director, officer or employee of either Party or any member of its Group, any Liabilities to the Party or members of its Group it has been allocated (or to whom its Liabilities are allocated) pursuant to the Employee Matters Agreement;

(vi) any Liability for payment of amounts arising following the Distribution under those agreements set forth on Schedule 6.1(c)(vi);

(vii) any Liability, contingent or otherwise, assumed, transferred, assigned or allocated to the Group of which such Person is a member in accordance with this Agreement; or

(viii) any Liability the release of which would result in the release of any Person other than a Person released pursuant to this Section 6.1; *provided* that the parties agree not to bring suit or permit any of their Subsidiaries to bring suit against any Person with respect to any Liability to the extent that such Person would be released with respect to such Liability by this Section 6.1 but for the provisions of this clause (viii).

In addition, nothing contained in Section 6.1(a) shall release any member of the NCR Group or ATMCo Group from honoring its existing obligations to indemnify any director, officer or employee of ATMCo or NCR Group, respectively, who was a director, officer or employee of NCR or ATMCo or any of their Affiliates at or prior to the Distribution, to the extent such director, officer or employee is or becomes a named defendant in any Proceeding with respect to which he or she was entitled to such indemnification pursuant to obligations existing prior to the Distribution; it being understood that if the underlying obligation giving rise to such Proceedings is an ATMCo Liability, ATMCo shall indemnify NCR for such Liability (including NCR's costs to indemnify the director, officer or employee), and if the underlying obligation giving rise to such Proceedings is an NCR Liability, NCR shall indemnify ATMCo for such Liability (including ATMCo's costs to indemnify the director, officer or employee), in each case in accordance with the provisions set forth in this Article VI.

(d) At any time, at the request of any other Party, each Party shall cause each member of its respective Group to execute and deliver releases in form reasonably satisfactory to the other Party reflecting the provisions of this Section 6.1.

Section 6.2 Indemnification by NCR. In addition to any other provision of this Agreement or any Ancillary Agreement requiring indemnification, and subject to Section 6.10, from and after the Distribution, NCR shall indemnify, defend and hold harmless ATMCo and its Affiliates and their respective current and former directors, officers, employees and agents (solely in their respective capacities as current and former directors, officers, employees or agents thereof) and each of the heirs, executors, successors and permitted assigns of any of the foregoing (collectively, the "**ATMCo Indemnified Parties**," and, together with NCR Indemnified Parties, the "**Indemnified Parties**"), from and against any and all Indemnifiable Losses of the ATMCo Indemnified Parties to the extent relating to, arising out of or resulting from any of the following items:

(a) the failure of NCR, any other member of the NCR Group or any other Person to pay, perform or otherwise promptly discharge any NCR Liability in accordance with their respective terms, whether arising prior to, on or after the Distribution;

(b) any NCR Liability; and

(c) any breach by NCR or any other member of the NCR Group of any covenants or obligations to be performed by such Persons pursuant to this Agreement or the Ancillary Agreements on or subsequent to the Distribution, unless, subject to Section 6.10 hereof, such Ancillary Agreement expressly provides for separate indemnification therein, in which case any such indemnification claims will be made thereunder, or such Ancillary Agreement is expressly identified as an exception on Schedule 10.24(b).

Section 6.3 Indemnification by ATMCo. In addition to any other provision of this Agreement or any Ancillary Agreement requiring indemnification, and subject to Section 6.10, from and after the Distribution, ATMCo shall indemnify, defend and hold harmless NCR and its Affiliates and their respective current and former directors, officers, employees and agents (solely in their respective capacities as current and former directors, officers, employees or agents thereof) and each of the heirs, executors, successors and permitted assigns of any of the foregoing (collectively, the "**NCR Indemnified Parties**"), from and against any and all Indemnifiable Losses of the NCR Indemnified Parties to the extent relating to, arising out of or resulting from any of the following:

(a) the failure of ATMCo, any other member of the ATMCo Group or any other Person to pay, perform or otherwise promptly discharge any ATMCo Liability in accordance with their respective terms, whether arising prior to, on or after the Distribution;

(b) any ATMCo Liability; and

(c) any breach by ATMCo or any other member of the ATMCo Group of any covenants or obligations to be performed by such Persons pursuant to this Agreement or the Ancillary Agreements on or subsequent to the Distribution, unless, subject to Section 6.10 hereof, such Ancillary Agreement expressly provides for separate indemnification therein, in which case any such indemnification claims will be made thereunder, or such Ancillary Agreement is expressly identified as an exception on Schedule 10.24(b).

Section 6.4 Procedures for Indemnification; Third-Party Claims.

(a) If an Indemnified Party shall receive notice or otherwise learn of the assertion by any Person who is not a member of the NCR Group or the ATMCo Group, as the case may be, of any claim, or of the commencement by any such Person of any Proceedings, with respect to which an Indemnifying Party may be obligated to provide indemnification to such Indemnified Party pursuant to Section 6.2 or Section 6.3, or any other Section of this Agreement or any Ancillary Agreement (collectively, a "**Third-Party Claim**"), such Indemnified Party shall promptly give such Indemnifying Party written notice thereof, but no later than thirty (30) days after such Indemnified Party received notice or otherwise learned of such Third-Party Claim. Any such notice shall describe the Third-Party Claim in reasonable detail and shall include: (i) the basis for, and nature of, such Third-Party Claim, including the facts constituting the basis for such Third-Party Claim; (ii) the estimated amount of losses (to the extent so estimable) that have been or may be sustained by the indemnitee in connection with such Third-Party Claim; and (iii) copies of all notices and documents (including court papers) received by the indemnitee relating to the Third-Party Claim; *provided*, *however*, that any such notice need only specify such information to the knowledge of the indemnitee as of the date of such notice and shall not limit or prejudice any of the rights or remedies of any indemnitee on the basis of any limitations on the information included in such notice, including any such limitations made in good faith to preserve the attorney-client privilege, work product doctrine or any other similar privilege or doctrine. Notwithstanding the foregoing, the failure of any Indemnified Party or other Person to give notice as provided in this Section 6.4 shall not relieve the related Indemnifying Party of its obligations under this Article VI, except to the extent that such Indemnifying Party is actually materially prejudiced by such failure to give notice.

(b) Promptly after tender for indemnification of a Third-Party Claim pursuant to Section 6.4(a), but in no event more than fifteen (15) days or such shorter time that the Indemnified Party determines in good faith that the proper defense of the Third-Party Claim requires that the election to assume the defense of such claim be made in fewer than fifteen (15) days, an Indemnifying Party shall elect and notify the Indemnified Party whether it intends to defend such Third-Party Claim at its expense and through counsel of its choice; *provided, however*, that the Indemnifying Party shall not be entitled to assume the defense of any Third-Party Claim to the extent such Third-Party Claim (x) is a Proceeding by a Governmental Authority, or (y) involves an allegation of a criminal violation. In the event that the Indemnifying Party elects to defend the Third-Party Claim, the Indemnified Party shall grant the Indemnifying Party sole control of the defense, including the selection of counsel, and settlement of the Third-Party Claim, subject to the limitations of Section 6.4(c). In the event the Indemnifying Party is controlling the defense of a Third-Party Claim and there is a conflict of interest between the Indemnifying Party and the Indemnified Party with respect to such Third-Party Claim, the Indemnified Party shall be entitled to retain, at its own expense, separate counsel reasonably

acceptable to the Indemnifying Party as required by the applicable rules of professional conduct with respect to such matter. If the Indemnifying Party elects (and is permitted) to undertake any such defense, it shall do so at its own expense and the Indemnified Party shall cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party all witnesses, pertinent Records, materials and information in the Indemnified Party's possession or under the Indemnified Party's control relating thereto as are reasonably required by the Indemnifying Party. Similarly, if the Indemnified Party is conducting the defense against any such Third-Party Claim, the Indemnifying Party shall cooperate with the Indemnified Party in such defense and make available to the Indemnified Party, at the Indemnifying Party's expense, all witnesses, pertinent Records, materials and information in the Indemnifying Party's possession or under the Indemnifying Party's control relating thereto as are reasonably required by the Indemnified Party.

(c) If an Indemnifying Party elects, following delivery of a notice of a Third-Party Claim, not to assume responsibility for defending a Third-Party Claim, or fails to defend a properly noticed Third-Party Claim as provided in Section 6.4(a), such Indemnified Party may defend such Third-Party Claim at the cost and expense of the Indemnifying Party. If the Indemnifying Party assumes the responsibility for defending a Third-Party Claim and the nature of such Third-Party Claim changes such that the Indemnifying Party would no longer be entitled to assume the defense of such Third-Party Claim pursuant to Section 6.4(b), the Indemnified Party may, at its election, assume its own defense, and the Indemnifying Party will be liable for all reasonable costs or expenses paid or incurred in connection with such defense.

(d) The Indemnified Party may not settle or compromise any Third-Party Claim without the consent of the Indemnifying Party (such consent not to be unreasonably withheld, conditioned or delayed).

(e) The Indemnifying Party shall have the right to compromise or settle a Third-Party Claim the defense of which it shall have assumed pursuant to Section 6.4(b) and any such settlement or compromise made or caused to be made of a Third-Party Claim in accordance with this Article VI shall be binding on the Indemnified Party, in the same manner as if a final judgment or decree had been entered by a court of competent jurisdiction in the amount of such settlement or compromise. Notwithstanding the foregoing sentence, the Indemnifying Party shall not settle any such Third-Party Claim without the written consent of the Indemnified Party (not to be unreasonably withheld, conditioned or delayed) unless such settlement (A) completely and unconditionally releases the Indemnified Party from the Third-Party Claim in connection with such matter, (B) consists solely of monetary consideration the Indemnifying Party has agreed to pay in full, and (C) does not involve any admission by the Indemnified Party of any wrongdoing or violation of Law.

(f) Notwithstanding the foregoing in this Section 6.4, with respect to any Third-Party Claim that implicates both the ATMCo Group and the NCR Group in a material fashion due to the allocation of Liabilities or potential impact on the operation of the NCR Business or ATMCo Business (a "**Mixed Claim**"), the Parties agree that NCR shall control the defense of any Mixed Claim and to use reasonable best efforts to cooperate fully and, and where counsel so advises, maintain a joint defense (in a manner that will preserve for the relevant members of the ATMCo Group and NCR Group the attorney-client privilege, joint defense or

other privilege with respect thereto). ATMCo shall, upon its reasonable request, be consulted with respect to significant matters relating to any Mixed Claim and may, if necessary or helpful, retain counsel to assist in the defense of such claims (at its own expense). NCR may settle any Mixed Claim without the consent of ATMCo (and subjecting ATMCo to Liability to any portion thereof that is an ATMCo Liability), where (x) such settlement provides only for monetary and no equitable or injunctive relief (at least with respect to ATMCo) and (y) NCR's out-of-pocket payments for such monetary relief would be greater than ATMCo's. Other than as set forth in the preceding sentence, NCR shall not settle any Mixed Claim without the prior written consent of ATMCo (not to be unreasonably withheld, conditioned or delayed).

(g) For the avoidance of doubt, any notice or claim delivered in accordance with this Section 6.8 shall constitute a Dispute Notice under Article VIII and should any Party dispute its obligation to provide indemnification as set forth therein it shall be entitled to assert those rights available to it by delivering a Notice of Disagreement pursuant to, and in accordance with, Article VIII.

(h) Notwithstanding the foregoing, those matters addressed in Section 5.4 shall be managed exclusively as set forth therein.

Section 6.5 Indemnification Payments. Indemnification or contribution payments in respect of any Indemnifiable Loss for which an indemnifying Person is entitled to indemnification or contribution under this Article VI or any other indemnification provision of this Agreement or any Ancillary Agreement shall be paid reasonably promptly (but in any event within thirty (30) days of notice thereof (if already suffered or incurred) or, in the case of Third-Party Claims or Mixed Claims, the final determination of the amount of Indemnifiable Losses that the indemnified Person is entitled to indemnification or contribution for under this Article VI and the terms of this Agreement or any Ancillary Agreement) by the Indemnifying Party to the Indemnified Party. In addition, any Indemnifiable Losses incurred by an Indemnified Party during the course of the investigation or defense of a matter for which indemnification is available hereunder shall be paid periodically by the Indemnifying Party to the Indemnified Party as and when bills are received and upon demand by the Indemnified Party. The indemnity and contribution provisions contained in this Article VI shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Indemnified Party and (ii) the knowledge by the Indemnified Party of Liabilities for which it might be entitled to indemnification hereunder.

Section 6.6 Survival of Indemnities. The rights and obligations of each of NCR and ATMCo and their respective Indemnified Parties under this Article VI shall survive (i) the sale or other transfer by any Group of any of its Assets or Businesses or the assignment by it of any Liabilities, and (ii) any merger, consolidation, business combination, sale of all or substantially all of the Assets, restructuring, recapitalization, reorganization or similar transaction involving either Party or any of its Subsidiaries. The rights and obligations of each of NCR and ATMCo and their respective Indemnified Parties under this Article VI shall survive the Distribution indefinitely, unless a specific survival or other applicable period is expressly set forth herein or in any Ancillary Agreement (solely with respect thereto).

Section 6.7 Indemnification Obligations Net of Insurance Proceeds and Other Amounts; Contribution.

(a) Insurance Proceeds and Other Amounts. The Parties intend that any Liability subject to indemnification or contribution pursuant to this Agreement or any Ancillary Agreement shall be reduced by any insurance proceeds or other amounts actually recovered (net of any out-of-pocket costs or expenses incurred in the collection thereof) from any Person by or on behalf of the Indemnified Party in respect of any indemnifiable Liability. Accordingly, the amount which an Indemnifying Party is required to pay to any Indemnified Party shall be reduced by any insurance proceeds or any other amounts theretofore actually recovered (net of any out-of-pocket costs or expenses incurred in the collection thereof) by or on behalf of the Indemnified Party in respect of the related Liability. If an Indemnified Party receives a payment required by this Agreement from an Indemnifying Party in respect of any Liability (an "**Indemnity Payment**") and subsequently receives insurance proceeds or any other amounts in respect of the related Liability, then the Indemnified Party shall pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the insurance proceeds or such other amounts (net of any out-of-pocket costs or expenses incurred in the collection thereof) had been received, realized or recovered before the Indemnity Payment was made.

(b) Insurers and Other Third Parties Not Relieved. The Parties hereby agree that an insurer or other Third Party that would otherwise be obligated to pay any amount shall not be relieved of the responsibility with respect thereto or have any subrogation rights with respect thereto by virtue of any provision contained in this Agreement or any Ancillary Agreement, and that no insurer or any other Third Party shall be entitled to a "windfall" (e.g., a benefit they would not be entitled to receive in the absence of the indemnification or release provisions) by virtue of any provision contained in this Agreement or any Ancillary Agreement. Each Party shall, and shall cause its Subsidiaries to, use commercially reasonable efforts to collect or recover, or allow the Indemnifying Party to collect or recover, any insurance proceeds that may be collectible or recoverable respecting the Liabilities for which indemnification may be available under this Article VI. Notwithstanding the foregoing, an Indemnifying Party may not delay making any indemnification payment required under the terms of this Agreement, or otherwise satisfying any indemnification obligation, pending the outcome of any Proceeding to collect or recover insurance proceeds, and an Indemnified Party need not attempt to collect any insurance proceeds prior to making a claim for indemnification or receiving any Indemnity Payment otherwise owed to it under this Agreement or any Ancillary Agreement.

(c) Contribution. If the indemnification provided for in this Article VI is unavailable to an Indemnified Party for any reason outside of the Parties' control in respect of any Indemnifiable Loss, then the Indemnifying Party shall, in accordance with this Section 6.7(c), contribute to the Indemnifiable Losses incurred, paid or payable by such Indemnified Party as a result of such Indemnifiable Loss based on the relative economic benefits of the Parties under this Agreement or any Ancillary Agreement (as applicable), with such relative economic benefits construed in a manner as would result in the same amount being paid by the Indemnifying Party as if the indemnification provided by this Article VI was otherwise available in connection with the circumstances which resulted in such Indemnifiable Loss (and if prohibited by a non-appealable decision under applicable Law, with such relative economic benefit construed in a manner as would result in a payment by the Indemnifying Party as close as possible thereto).

Section 6.8 Direct Claims. An Indemnified Party shall give the Indemnifying Party notice of any matter that an Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement (other than a Third-Party Claim which shall be governed by Section 6.4) within thirty (30) days of such determination, stating the claimed or asserted amount of the Indemnifiable Loss and method of computation thereof, if known, and containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed by such Indemnified Party or arises; *provided*, *however*, that the failure to provide such notice shall not release the Indemnifying Party from any of its obligations except and solely to the extent the Indemnifying Party shall have been actually materially prejudiced as a result of such failure. Payment with respect to any such claim shall be made in accordance with the terms of this Agreement, including this Article VI and Section 6.5 hereof; *provided* that should any Party dispute its obligation to provide indemnification as set forth in any claim delivered hereunder, it shall be entitled to assert those rights available to it by delivering a Notice of Disagreement pursuant to, and in accordance with, Article VIII. For the avoidance of doubt, any claim delivered in accordance with this Section 6.8 shall constitute a Dispute Notice under Article VIII.

Section 6.9 No Punitive Damages. EXCEPT AS MAY BE AWARDED TO A THIRD PARTY IN CONNECTION WITH ANY THIRD-PARTY CLAIM THAT IS SUBJECT TO THE INDEMNIFICATION OBLIGATIONS IN THIS ARTICLE VI OR AS OTHERWISE PROVIDED FOR IN ANY ANCILLARY AGREEMENT, IN NO EVENT SHALL NCR, ATMCO OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR OTHER AGENTS BE LIABLE UNDER THIS AGREEMENT FOR ANY PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES OF ANY KIND OR NATURE, AND IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR OTHER AGENTS BE LIABLE UNDER THIS AGREEMENT FOR DAMAGES BASED UPON A MULTIPLE OF EARNINGS OR SIMILAR FINANCIAL MEASURE.

Section 6.10 Ancillary Agreements. Notwithstanding anything in this Agreement to the contrary, to the extent any Ancillary Agreement contains any specific, express indemnification obligation or contribution obligation relating to any NCR Liability, NCR Asset, ATMCo Liability or ATMCo Asset contributed, assumed, retained, transferred, delivered or conveyed pursuant to such Ancillary Agreement, or relating to any other specific matter, the indemnification obligations contained herein shall not apply to such NCR Liability, NCR Asset, ATMCo Liability or ATMCo Asset, or such other specific matter, and instead the indemnification and/or contribution obligations set forth in such Ancillary Agreement shall govern with regard to such NCR Asset, NCR Liability, ATMCo Asset or ATMCo Liability or any such other specific matter. Silence in any Ancillary Agreement with respect to indemnification shall be deemed submission to the indemnification provided hereunder with respect to Ancillary Agreements, and subject to the procedures herein; *provided*, that, in any conflict between Section 6.9 and any similar provision of an Ancillary Agreement, such term in the Ancillary Agreement shall control.

Section 6.11 Management of Existing Actions and Investigations.

(a) Notwithstanding the procedures set forth in Section 6.4, the Parties desire to set forth certain terms with respect to the management of certain Proceedings known to them as of the Distribution, and accordingly this Section 6.11 shall govern the management and direction (including settlement) of certain pending Proceedings as set forth in subsections Section 6.11(b), Section 6.11(c) and Section 6.11(d), but shall not alter the allocation of Liabilities otherwise set forth in this Agreement.

(b) From and after the Distribution, subject to the terms of this Section 6.11, the ATMCo Group shall direct the defense or prosecution of those Proceedings which are entirely ATMCo Liabilities, including if they have NCR or any member of the NCR Group as a named party thereunder, and are described on Schedule 6.11(b) (the "**ATMCo Controlled Existing Actions**"), including the development and implementation of the legal strategy for each ATMCo Controlled Existing Action, the filing of any motions, pleadings or briefs, the conduct of discovery and related fact finding, the conduct of any trial, any decision to appeal or not to appeal any decisions, judgment or order, and any decision or consent to a settlement, compromise or discharge of any ATMCo Controlled Existing Action or any aspect thereof. ATMCo (or the applicable member of its Group) shall be responsible for selecting its own counsel in connection with the conduct and control of the ATMCo Controlled Existing Actions. Notwithstanding anything to the contrary in this Section 6.11(b), none of ATMCo or any member of its Group shall consent to entry of any judgment or enter into any settlement of any ATMCo Controlled Existing Action without the prior written consent of NCR (not to be unreasonably withheld, conditioned or delayed); *provided* that such consent shall not be required if (i) none of NCR or any member of its Group is presently a named party in such Proceeding or (ii) if (A) in connection with such entry of judgment or settlement NCR and the members of its Group are completely and unconditionally released, (B) such entry of judgment or settlement involves only monetary relief ATMCo has agreed to pay in full, and (C) does not involve any admission by NCR or any member of its Group of any wrongdoing or violation of Law.

(c) From and after the Distribution, subject to the terms of this Section 6.11, the NCR Group shall direct the defense or prosecution of those Proceedings which are entirely NCR Liabilities, including if they have ATMCo or any member of the ATMCo Group as a named party thereunder, and are described on Schedule 6.11(c) (the "**NCR Controlled Existing Actions**"), including the development and implementation of the legal strategy for each NCR Controlled Existing Action, the filing of any motions, pleadings or briefs, the conduct of discovery and related fact finding, the conduct of any trial, any decision to appeal or not to appeal any decisions, judgment or order, and any decision or consent to a settlement, compromise or discharge of any NCR Controlled Existing Actions or any aspect thereof. Notwithstanding anything to the contrary in this Section 6.11(c), none of NCR or any member of its Group shall consent to entry of any judgment or enter into any settlement of any NCR Controlled Existing Action without the prior written consent of ATMCo (not to be unreasonably withheld, conditioned or delayed); *provided* that such consent shall not be required if (i) none of ATMCo or any member of its Group is presently a named party in such Proceeding or (ii) if (A) in connection with such entry of judgment or settlement ATMCo and the members of its Group are completely and unconditionally released, (B) such entry of judgment or settlement involves only monetary relief NCR has agreed to pay in full, and (C) does not involve any admission by ATMCo or any member of its Group of any wrongdoing or violation of Law.

(d) From and after the Distribution, with respect to the Proceedings set forth on Schedule 6.11(d) ("**Joint Actions**"), the Party specified on Schedule 6.11(d) shall be solely responsible for controlling and directing the defense and prosecution of any such Proceeding (the "**Managing Party**") and the Parties shall, and shall cause members of their Group to, cooperate in good faith and take all reasonable actions to permit the applicable Managing Party to control and direct each such Proceeding. The Party hereunder who is, or whose member of its Group is, the Managing Party, shall consult with the other Party (the "**Non-Managing Party**") from time to time with respect to Joint Actions; *provided* that the Managing Party shall have sole authority to select counsel for any Joint Action and be reimbursed for reasonable fees and expenses of such counsel in accordance with the allocation of Liability for such Joint Action and the Non-Managing Party, if it elects to retain its own counsel, shall do so solely at its own expense. No Managing Party pursuant to this Section 6.11 shall consent to entry of any judgment or enter into any settlement of any Joint Action without the prior written consent of the Non-Managing Party (not to be unreasonably withheld, conditioned or delayed).

(e) In the case of ATMCo Controlled Existing Actions and NCR Controlled Existing Actions, if a Party or its subsidiaries is named therein and is not liable for such Proceeding hereunder, each Party shall, and shall cause the applicable members of its Group to, use commercially reasonable efforts, if at all practicable and advisable under the circumstances, to substitute the named party thereunder for either ATMCo or NCR (depending on which is responsible for the Liability hereunder), or any member of their Group designated by them. If such substitution cannot be achieved for any reason, (i) the Party not named in such Proceeding and liable for it hereunder shall seek to intervene and be added as a party to the Proceeding, and (ii) the named party shall continue to allow the relevant Party or member of its Group to which control has been allocated pursuant to this Section 6.11 to manage the Proceedings as set forth in, and subject to, this Section 6.11.

Section 6.12 Exclusive Remedy. Other than in the case of (x) fraud by an Indemnifying Party or (y) actions for specific performance or injunctive or other equitable relief in respect of this Agreement (including pursuant to Section 10.17 of this Agreement) or in respect of any Ancillary Agreement to the extent available under the terms of such Ancillary Agreement, the indemnification provisions of this Article VI and any other indemnification provisions set forth in this Agreement or in any Ancillary Agreement shall be the sole and exclusive remedy of an Indemnified Party for any breach of this Agreement or any Ancillary Agreement (other than any Ancillary Agreement expressly identified as an exception on Schedule 10.24(b)), and each Party expressly waives and relinquishes, on behalf of itself and any other Person that would be an Indemnified Party with it, any and all rights, claims or remedies such Person may have with respect to the foregoing other than under this Article VI against or any other indemnification provisions set forth in this Agreement or in any Ancillary Agreement any Indemnifying Party.

ARTICLE VII

CONFIDENTIALITY; ACCESS TO INFORMATION

Section 7.1 Preservation of Corporate Records.

(a) Except as otherwise required or agreed in writing, or as otherwise provided in any Ancillary Agreement or required pursuant to Section 7.5(d) hereunder, each Party shall use its commercially reasonable efforts, at such parties sole cost and expense, to retain all Information in its possession which could reasonably be expected to be required to be provided pursuant to this Article VII until the latest of, as applicable, (i) the date on which such Information is no longer required to be retained pursuant to NCR's applicable record retention policy as in effect immediately prior to the Distribution, including, without limitation, pursuant to any litigation hold issued by NCR or any of its Subsidiaries prior to the Distribution, (ii) the concluding date of any period as may be required by any applicable Law, (iii) the concluding date of any period during which such Information relates to a pending or threatened Proceeding which is known to the members of the NCR Group or ATMCo Group, as applicable, in possession of such Information at the time any retention obligation with regard to such Information would otherwise expire; *provided* that with respect to any pending or threatened Proceeding arising after the Distribution, clause (iii) of this sentence applies only to the extent that whichever member of the NCR Group or ATMCo Group, as applicable, is in possession of such Information has been notified in writing pursuant to a litigation hold by the other Party of the relevant pending or threatened Proceeding. The parties hereto agree that upon written request from the other that certain Information relating to the NCR Business, the ATMCo Businesses or the transactions contemplated hereby be retained in connection with a Proceeding, the Parties shall use reasonable efforts to preserve and not to destroy or dispose of such Information without the consent of the requesting Party. For clarity, nothing in this Article VII shall require a Party or its Group to prosecute or maintain any Intellectual Property Rights.

(b) NCR and ATMCo intend that any transfer of Information hereunder that would otherwise be within the attorney-client or attorney work product privileges shall not operate as a waiver of any potentially applicable privilege.

(c) Bulk Record Destruction.

(i) From the Distribution until the date that is thirty-six (36) months after the Distribution, prior to NCR destroying or disposing of any bulk physical records or archives within its control that are reasonably expected to contain or constitute (x) Information that could reasonably be expected to be provided to ATMCo pursuant to Section 7.2 or (y) Records ATMCo would be entitled to a copy thereof as an ATMCo Asset, (A) NCR shall use its commercially reasonable efforts to provide no less than thirty (30) days' prior written notice to ATMCo, specifying, to the best of its knowledge and without burdensome inquiry, the Information proposed to be destroyed or disposed of and (B) if, prior to the scheduled date for such destruction or disposal, ATMCo requests in writing that some or all such bulk physical records or archives proposed to be destroyed or disposed of be delivered to them, NCR shall promptly

arrange for the delivery of such bulk physical records or archives to a location specified by, and at the expense of, ATMCo; *provided*, *however*, that in the event that any Party reasonably determines that any such provision of Information violates any Law or Contract to which such Party or member of its Group is a party, or would waive any attorney-client or attorney work product privileges applicable to such Party or member of its Group, the Parties shall take all reasonable measures to permit the compliance with the obligations pursuant to this Section 7.1(c)(i) in a manner that avoids any such harm or consequence; *provided*, *further*, that NCR shall be entitled to remove from such records and archives (and not deliver) any Information which relates exclusively to the Business of NCR.

(ii) From the Distribution until the date that is thirty-six (36) months after the Distribution, prior to ATMCo destroying or disposing of any bulk physical records or archives within its control that are reasonably expected to contain or constitute (x) Information that could reasonably be expected to be provided to NCR pursuant to Section 7.2 or (y) Records NCR would be entitled to as an NCR Asset, (A) ATMCo shall use its commercially reasonable efforts to provide no less than thirty (30) days' prior written notice to NCR, specifying, to the best of its knowledge and without burdensome inquiry, the Information proposed to be destroyed or disposed of and (B) if, prior to the scheduled date for such destruction or disposal, NCR requests in writing that some or all such bulk physical records or archives proposed to be destroyed or disposed of be delivered to them, ATMCo shall promptly arrange for the delivery of such bulk physical records or archives to a location specified by, and at the expense of, NCR; *provided*, *however*, that in the event that any Party reasonably determines that any such provision of Information violates any Law or Contract to which such Party or member of its Group is a party, or would waive any attorney-client or attorney work product privileges applicable to such Party or member of its Group, the Parties shall take all reasonable measures to permit the compliance with the obligations pursuant to this Section 7.1(c)(ii) in a manner that avoids any such harm or consequence; *provided*, *further*, that ATMCo shall be entitled to remove from such records and archives (and not deliver) any Information which relates exclusively to the Business of ATMCo.

(iii) Notwithstanding Section 7.1(c)(i) or Section 7.1(c)(ii), after the Distribution, no Party shall destroy any Information at any time during which the destruction of such Information could interfere with a pending or threatened investigation by a Governmental Authority which is known to the members of the Group in possession of such Information until the time any retention obligation with regard to such Information has otherwise expired. The foregoing shall not apply to the purging of ATMCo Excluded Technology (as defined in the Patent and Technology Cross-License Agreement) or NCR Excluded Technology (as defined in the Patent and Technology Cross-License Agreement) as undertaken in accordance with the terms of the Patent and Technology Cross-License Agreement.

Section 7.2 Provision of Information.

(a) Other than in (x) circumstances in which indemnification is sought pursuant to Article VI (in which event the provisions of such Article will govern and without limiting the applicable provisions of Article VI) and (y) the case of an Adversarial Action or threatened Adversarial Action, and subject to any restrictions or limitations contained elsewhere in this Article VII, after the Distribution, and subject to compliance with the terms of the Ancillary Agreements (to the extent applicable), upon the prior written reasonable request by, and at the expense of, ATMCo for specific and identified Information:

(i) that (x) primarily relates to ATMCo or the ATMCo Business, as the case may be, prior to the Distribution or (y) is necessary for ATMCo to comply with the terms of, or otherwise perform under, any Ancillary Agreement to which NCR or any member of its Group and/or ATMCo or any member of its Group are parties, NCR shall provide, or cause to be provided, as soon as reasonably practicable following the receipt of such request, appropriate copies of such Information (or the originals thereof if ATMCo has a reasonable need for such originals) in the possession or control of NCR or any of its Affiliates or Subsidiaries, but only to the extent such items so relate and are not already in the possession or control of ATMCo or any of its Affiliates or Subsidiaries; *provided* that, to the extent any originals are delivered to ATMCo pursuant to this Agreement or the Ancillary Agreements, ATMCo shall, at its own expense, return them to NCR within a reasonable time after the need to retain such originals has ceased; *provided*, *further*, that such obligation to provide any requested Information shall terminate and be of no further force and effect on the date that is the second anniversary of the date of this Agreement; *provided*, *further*, that, in the event that NCR, in its reasonable discretion, determines that any such access or the provision of any such Information would be commercially detrimental in any material respect, would violate any Law or Contract with a Third Party or could reasonably result in the waiver of any attorney-client privilege, rights under the work product doctrine or other applicable privilege, NCR shall not be obligated to provide such Information requested by ATMCo; or

(ii) that (x) is required by ATMCo with regard to reasonable compliance with reporting, disclosure, filing or other requirements imposed on ATMCo (including under applicable securities laws) by a Governmental Authority having jurisdiction over ATMCo, or (y) is for use in any other judicial, regulatory, administrative or other proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation, Proceeding or other similar requirements, as applicable, NCR shall provide, or cause to be provided, as soon as reasonably practicable following the receipt of such request, appropriate copies of such Information (or the originals thereof if ATMCo has a reasonable need for such originals) in the possession or control of NCR or any member of the NCR Group, but only to the extent such items so relate and are not already in the possession or control of ATMCo or any member of the ATMCo Group; *provided* that, to the extent any originals are delivered to ATMCo pursuant to this Agreement or the Ancillary Agreements, ATMCo shall, at its own expense, return

them to NCR within a reasonable time after the need to retain such originals has ceased; *provided*, *further*, that, in the event that NCR, in its reasonable discretion, determines that any such access or the provision of any such Information would be commercially detrimental in any material respect, would violate any Law or Contract with a Third Party or could reasonably result in the waiver of any attorney-client privilege, the work product doctrine or other applicable privilege, NCR shall not be obligated to provide such Information requested by ATMCo.

(b) Other than in (x) circumstances in which indemnification is sought pursuant to Article VI (in which event the provisions of such Article will govern and without limiting the applicable provisions of Article VI) and (y) the case of an Adversarial Action or threatened Adversarial Action, and subject to any restrictions or limitations contained elsewhere in this Article VII, after the Distribution, and subject to compliance with the terms of the Ancillary Agreements (to the extent applicable), upon the prior written reasonable request by, and at the expense of, NCR for specific and identified Information:

(i) that (x) primarily relates to NCR or the NCR Business, as the case may be, prior to the Distribution or (y) is necessary for NCR to comply with the terms of, or otherwise perform under, any Ancillary Agreement to which NCR or any members of its Group and/or ATMCo or any members of its Group are parties, ATMCo shall provide, or cause to be provided, as soon as reasonably practicable following the receipt of such request, appropriate copies of such Information (or the originals thereof if NCR has a reasonable need for such originals) in the possession or control of ATMCo or any member of the ATMCo Group, but only to the extent such items so relate and are not already in the possession or control of NCR or any member of the NCR Group; *provided* that, to the extent any originals are delivered to NCR pursuant to this Agreement or the Ancillary Agreements, NCR shall, at its own expense, return them to ATMCo within a reasonable time after the need to retain such originals has ceased; *provided*, *further*, that such obligation to provide any requested information shall terminate and be of no further force and effect on the date that is the second anniversary of the date of this Agreement; *provided*, *further*, that, in the event that ATMCo, in its reasonable discretion, determines that any such access or the provision of any such Information would be commercially detrimental in any material respect, would violate any Law or Contract with a Third Party or could reasonably result in the waiver of any attorney-client privilege, the work product doctrine or other applicable privilege, ATMCo shall not be obligated to provide such Information requested by NCR; or

(ii) that (x) is required by NCR with regard to reasonable compliance with reporting, disclosure, filing or other requirements imposed on NCR (including under applicable securities laws) by a Governmental Authority having jurisdiction over NCR, or (y) is for use in any other judicial, regulatory, administrative or other proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation, Proceeding or other similar requirements, as applicable, ATMCo shall provide, or cause to be provided, as soon as reasonably practicable following the receipt of such request, appropriate copies of such Information (or

the originals thereof if NCR has a reasonable need for such originals) in the possession or control of ATMCo or any member of the ATMCo Group, but only to the extent such items so relate and are not already in the possession or control of NCR or any member of the NCR Group; *provided* that, to the extent any originals are delivered to NCR pursuant to this Agreement or the Ancillary Agreements, NCR shall, at its own expense, return them to ATMCo within a reasonable time after the need to retain such originals has ceased; *provided*, *further*, that, in the event that ATMCo, in its reasonable discretion, determines that any such access or the provision of any such Information would be commercially detrimental in any material respect, would violate any Law or Contract with a Third Party or could reasonably result in the waiver of any attorney-client privilege, the work product doctrine or other applicable privilege, ATMCo shall not be obligated to provide such Information requested by NCR.

(c) In the event that a Party determines in accordance with the foregoing to withhold any Information because the provision thereof would be commercially detrimental in any material respect, would violate any Law or Contract with a Third Party or could reasonably result in the waiver of any attorney-client privilege, the work product doctrine or other applicable privilege; the Party withholding such Information shall take commercially reasonable efforts to provide such Information in a manner that avoids any such harm, violation or consequence. Notwithstanding the preceding sentence, no Party shall be required to commence any litigation, contribute capital, pay or grant any consideration or concession in any form (including providing any letter of credit, guaranty or other financial accommodation) in connection with avoiding such harm, violation or consequence to provide Information properly requested hereunder.

(d) Each of NCR and ATMCo shall inform their respective officers, directors, employees, agents, consultants, contractors, advisors, authorized accountants, counsel and other designated representatives who have or have access to the other Party's Confidential Information or other information provided pursuant to this Article VII of their obligation to hold such information confidential in accordance with Section 7.5 of this Agreement.

Section 7.3 Financial Reporting.

(a) Until the end of the first full fiscal year occurring after the Distribution Date (and for so long as required by Law or as long as necessary for NCR to prepare consolidated financial statements or complete a financial statement audit for any period during which the financial results of the ATMCo Group were consolidated with, or otherwise referenced in, those of NCR and for the duration of any governmental audit involving financial statements), ATMCo shall:

(i) use its reasonable best efforts to, on a timely basis, provide NCR all information reasonably required to enable NCR to meet its timetable for dissemination of its financial statements and to enable NCR's auditors to timely complete their annual audit and quarterly reviews of financial statements; and

(ii) to the extent reasonably necessary for the preparation of financial statements or completing an audit or review of financial statements or an audit of internal control over financial reporting:

(1) authorize and direct its auditors to make available to NCR's auditors, within a reasonable time prior to the date of NCR's auditors' opinion or review report, both (x) the personnel who performed or will perform the annual audits and quarterly reviews of ATMCo and (y) work papers to the extent related to such annual audits and quarterly reviews, to enable NCR's auditors to perform any procedures they consider reasonably necessary to take responsibility for the work of ATMCo's auditors as it relates to NCR's auditors' opinion or report; and

(2) provide reasonable access during normal business hours for NCR's internal auditors, counsel and other designated representatives to (x) the premises of ATMCo and its Subsidiaries and all Information within the knowledge, possession or control of ATMCo and its Subsidiaries and (y) the officers and employees of ATMCo and its Subsidiaries, so that NCR may conduct reasonable audits relating to the financial statements provided by ATMCo and its Subsidiaries; *provided, however*, that such access shall not be unreasonably disruptive to the business and affairs of the ATMCo Group.

(b) Until the end of the first full fiscal year occurring after the Distribution Date (and for so long as required by Law or as long as necessary for ATMCo to prepare consolidated financial statements or complete a financial statement audit for any period during which the financial results of the NCR Group are consolidated with, or otherwise referenced in, those of ATMCo and for the duration of any governmental audit involving financial statements), NCR shall:

(i) use its reasonable best efforts to, on a timely basis, provide ATMCo all information reasonably required to enable ATMCo to meet its timetable for dissemination of its financial statements and to enable ATMCo's auditors to timely complete their annual audit and quarterly reviews of financial statements; and

(ii) to the extent reasonably necessary for the preparation of financial statements or completing an audit or review of financial statements or an audit of internal control over financial reporting:

(1) authorize and direct its auditors to make available to ATMCo's auditors, within a reasonable time prior to the date of ATMCo's auditors' opinion or review report, both (x) the personnel who performed or will perform the annual audits and quarterly reviews of NCR and (y) work papers to the extent related to such annual audits and quarterly reviews, to enable ATMCo's auditors to perform any procedures they consider reasonably necessary to take responsibility for the work of NCR's auditors as it relates to ATMCo's auditors' opinion or report; and

(2) provide reasonable access during normal business hours for ATMCo's internal auditors, counsel and other designated representatives to (x) the premises of NCR and its Subsidiaries and all Information within the knowledge, possession or control of NCR and its Subsidiaries and (y) the officers and employees of NCR and its Subsidiaries, so that ATMCo may conduct reasonable audits relating to the financial statements provided by NCR and its Subsidiaries; *provided, however*, that such access shall not be unreasonably disruptive to the business and affairs of the NCR Group.

(c) During the time periods as specified in Section 7.3(a) and Section 7.3(b), as applicable, the Parties shall cooperate with each other in such manner as is necessary to enable the principal executive officer or officers, principal financial officer or officers and controller or controllers of each of the Parties to make the certifications required of them under Sections 302, 404 and 906 of the Sarbanes-Oxley Act of 2002, including enabling each of the Party's auditors, to the extent applicable to such Party, to complete its audit of a Party's internal control over financial reporting and management's assessment thereof in accordance with Section 404 of the Sarbanes-Oxley Act of 2002, the SEC's and Public Company Accounting Oversight Board's rules and auditing standards thereunder and any other applicable Laws.

(d) If at any time any Party or member of its respective Group is required, pursuant to Rule 3-09 of Regulation S-X or otherwise, to include in its Exchange Act filings audited financial statements or other information of the other Party or member of the other Party's Group, the other Party shall use its commercially reasonable efforts (i) to provide such audited financial statements or other information, and (ii) to cause its outside auditors to consent to the inclusion of such audited financial statements or other information in the Party's Exchange Act filings.

(e) Until each of the Parties has filed its annual report on Form 10-K for the period ended December 31, 2023, each Party shall, with respect to any earnings news release, or any filing with the SEC containing financial statements, including, but not limited to, current reports on Form 8-K, quarterly reports on Form 10-Q and annual reports on Form 10-K or any other annual report purporting to fulfill the requirements of 17 CFR 240-14c-3 that, in each case, contains financial statements for any period reflected in the Information Statement, at least three (3) Business Days prior to the earlier of public dissemination or filing with the SEC thereof, deliver to the other Party, a reasonably complete draft thereof; *provided, however*, that each of the Parties may continue to revise its respective reports prior to the filing thereof, which changes will be delivered to the other Party as soon as reasonably practicable. Each Party shall notify the other Party, as soon as reasonably practicable after becoming aware thereof, of any material accounting differences between the financial statements to be included in such Party's annual report on Form 10-K for the period ended December 31, 2023 and the pro forma financial statements included in the Registration Statement. If any such differences are notified by any Party, the Parties shall confer and/or meet as soon as reasonably practicable thereafter, and in any event prior to the filing of any annual report, to consult with each other in respect of such differences and the effects thereof on the Parties' applicable annual reports.

(f) In the event a Party restates any of its financial statements for any period reflected in the financial statements contained in the Information Statement, such Party will deliver to the other Party a substantially final draft, as soon as the same is prepared, of any report to be filed by such first Party with the SEC that includes such restated audited or unaudited financial statements (the "**Amended Financial Reports**"); *provided, however*, that such first Party may continue to revise its Amended Financial Report prior to its filing thereof with the SEC, which changes will be delivered to the other Party as soon as reasonably practicable; *provided, further, however*, that such first Party's financial personnel will actively consult with the other Party's financial personnel regarding any changes which such first Party may consider making to its Amended Financial Report and related disclosures prior to the anticipated filing of such report with the SEC, with particular focus on any changes which would have an effect upon the other Party's financial statements or related disclosures. Each Party will reasonably cooperate with, and permit and make any necessary employees available to, the other Party and the other Parties' auditors, in connection with the other Party's preparation of any Amended Financial Reports.

(g) The Parties acknowledge that any Information provided under this Section 7.3(g) (i) shall be subject to the restrictions set forth in Section 7.5 hereof and (ii) may constitute material, non-public information, and trading in the securities of a Party (or the securities of its affiliates, subsidiaries or partners) while in possession of such material, non-public material information may constitute a violation of the U.S. federal securities laws.

Section 7.4 Witness Services; Cooperation.

(a) At all times from and after the Distribution, each of NCR and ATMCo shall use its commercially reasonable efforts to make available to the other, upon reasonable written request, its and its Subsidiaries' officers, directors, employees, consultants, and agents (taking into account the business demands of such individuals) as witnesses to the extent that (a) such Persons may reasonably be required to testify in connection with the prosecution or defense of any Proceeding in which the requesting Party may from time to time be involved (except for Adversarial Actions) and (b) there is no conflict in the Proceeding between the requesting Party and the other Party.

(b) Subject to Section 5.4, Section 6.4 and Section 6.11, at all times from and after the Distribution, except for any Adversarial Action or threatened Adversarial Action, or in which there is otherwise a conflict between one or more members of one Group and one or more members of the other Group (each of which shall be governed by such discovery rules as may be applicable thereto), each of NCR and ATMCo shall cooperate and consult in good faith as reasonably requested in writing by the other Party with respect to the prosecution or defense of any Proceeding (or any audit or any other legal requirement) in which the requesting Party may from time to time be involved, regardless of whether relating to events that took place prior to, on or after the date of Distribution or whether relating to this Agreement or any Ancillary Agreement or any of the transactions contemplated hereby or thereby or otherwise. Notwithstanding the foregoing, this Section 7.4 does not require a Party to take any step that would materially interfere, or that it reasonably determines could materially interfere, with its business or to disclose any Information that would otherwise be the subject of Section 7.2 or Section 7.3, such that cooperation shall not entail any provision of Information if such Information is not otherwise required to be provided under such sections.

Section 7.5 Confidentiality.

(a) Notwithstanding any termination of this Agreement, and unless and to the extent otherwise expressly permitted pursuant to an Ancillary Agreement, from and after the Distribution, the Parties shall hold, and shall cause each of their respective Affiliates to hold, and shall each cause their respective officers, directors, employees, agents, consultants, contractors and advisors to hold, in strict confidence, and not to disclose or release or use, for any ongoing or future commercial purpose or for any other purpose (subject to Section 7.5(e) and the terms of any Ancillary Agreement), without the prior written consent of the other Party, any and all Confidential Information of the other Party or its Group (including relating to its Business) that is either in its possession, accessible to it (including prior to the Distribution) or comes into its possession, becomes accessible to it or furnished to it by the other Group at any time pursuant to this Agreement or any Ancillary Agreement; *provided*, *however*, that the Parties may disclose, or may permit disclosure of, such Confidential Information (i) to their respective auditors, attorneys, financial advisors, bankers (including their attorneys) and other appropriate consultants, contractors and advisors (including, but not limited to, trustees, collateral agents, financial printers, and solicitation, exchange, information or distribution agents) who have a need to know such information and are informed of their obligation to hold such information confidential to the same extent as is applicable to the Parties and in respect of whose failure to comply with such obligations, the applicable Party will be responsible, (ii) if the Parties or any of their respective Affiliates are required or compelled to disclose any such Confidential Information by judicial or administrative process or by other requirements of Law or stock exchange rule or is advised by outside counsel in connection with a proceeding brought by a Governmental Authority that it is advisable to do so, but only to the extent thereof, (iii) as necessary in order to permit a Party to prepare and disclose its financial statements, or other required disclosures, but only to the extent thereof, (iv) as required in connection with any Proceeding by one Party against any other Party or in respect of claims by one Party against the other Party brought in a Proceeding, but only to the extent thereof, (v) as necessary in order to permit a Party to prepare and disclose its financial statements in connection with any regulatory filings or Tax Returns, but only to the extent thereof, (vi) to Governmental Authorities in accordance with applicable procurement regulations and contract requirements, but only to the extent thereof, (vii) to other Persons in connection with their evaluation of, and negotiating and consummating, a potential strategic transaction, to the extent reasonably necessary in connection therewith, provided an appropriate and customary confidentiality agreement has been entered into with the Person receiving such Confidential Information or (viii) to any nationally recognized statistical rating organization as it reasonably deems necessary, but only to the extent thereof, solely for the purpose of obtaining a rating of securities or other debt instruments upon normal terms and conditions; *provided*, *further*, that each Party (and members of its Group as necessary) may use, or may permit use of, Confidential Information of the other Party or its Group (or relating to its Business) in connection with such first Party performing its obligations, or exercising its rights, to the extent thereof, under this Agreement or any Ancillary Agreement or to the extent expressly permitted by any Ancillary Agreement. Notwithstanding the foregoing, in the event that any demand or request for disclosure of such Confidential Information is made pursuant to clause (ii) above, each Party, as applicable, shall (A) promptly notify the other Party (to the extent legally permissible) of the existence of such request or demand and shall provide the other Party a reasonable opportunity to seek an appropriate protective order or other remedy, which such Parties will cooperate in obtaining, and (B) in the event that such appropriate

protective order or other remedy is not obtained, the Party whose Confidential Information is required to be disclosed (or has been advised it should disclose by outside legal counsel) shall or shall cause the other applicable Party or Parties to furnish, or cause to be furnished, only that portion of the Confidential Information that is legally required (or if not legally required, that they have been advised is reasonable) to be disclosed and shall take commercially reasonable steps to ensure that confidential treatment is accorded such portion of such Confidential Information; *provided* that a Party may disclose Confidential Information of the other Party (or relating to its Business) in connection with routine supervisory audit or regulatory examinations (including by regulatory or self-regulatory bodies) to which they are subject in the course of their respective businesses without liability hereunder and shall not be required to provide notice to any party in the course of any such routine supervisory audit or regulatory examination; *provided* that such routine audit or examination does not specifically target the other Party or its Confidential Information. In the event of a disclosure pursuant to clause (viii) hereof, the Party whose Confidential Information is being disclosed or released to such rating organization shall be promptly notified thereof.

(b) Notwithstanding anything to the contrary set forth herein, (i) the Parties shall be deemed to have satisfied their obligations hereunder with respect to Confidential Information (other than trade secrets (including source code) which, for the avoidance of doubt, are otherwise subject to the terms of this Section 7.5) if they exercise at least the same degree of care that NCR exercises and applies to its confidential and proprietary information of a similar value and nature as of the date hereof and (ii) confidentiality obligations provided for in any Contract between each Party or its Subsidiaries and their respective employees shall remain in full force and effect.

(c) Each Party acknowledges that it and the other members of its Group may have in their possession Confidential Information of Third Parties that was received under confidentiality or non-disclosure agreements with such Third Party prior to the Distribution. Following the Distribution, such Party shall hold, and shall cause the other members of its Group and their respective representatives to hold, in confidence the Confidential Information of Third Parties to which they or any other member of their respective Groups has access, in accordance with the terms of any Contracts entered into prior to the Distribution between one or more members of such Party's Group (whether acting through, on behalf of, or in connection with, the separated Businesses) and such Third Parties as it applies to Third-Party Confidential Information.

(d) Upon the reasonable written request of a Party, and solely to the extent identified by the requesting Party with reasonable specificity, the other Party shall take commercially reasonable actions to promptly (i) deliver to such requesting Party all Confidential Information existing in physical form in its (or its Group's) possession to the extent concerning, relating or belonging to such requesting Party and/or its Subsidiaries (or its respective Business), and (ii) destroy or purge any copies of such Confidential Information concerning, relating or belonging to the requesting Party and/or its Subsidiaries (or its respective Business) from its databases, files and other systems and not retain any copy of such Confidential Information (including, if applicable, by transferring such Confidential Information to the Party to which such Confidential Information belongs); *provided, however*, if (w) the Party requested to purge or destroy Confidential Information hereunder reasonably determines such purging or destruction

would violate any Law or Contract with a Third Party or is otherwise subject to any bona fide legal hold or document retention policy such Party may retain such Confidential Information subject to compliance with the terms of this Agreement and the Ancillary Agreements applicable thereto, (x) such purging or destruction is not practicable, such Party shall (and shall cause its Affiliates to) instead encrypt or otherwise make unreadable or inaccessible such Confidential Information, (y) any Confidential Information concerning, relating or belonging to the requesting Party and/or its Subsidiaries (or its respective Business) is commingled with Information properly belonging to the Party in possession thereof, whether in current records or archives or stored with a Third Party or any member of its Group, the possessing party shall not be required to destroy, purge or encrypt such Confidential Information, which shall instead at all times be subject to the confidentiality and use restrictions set forth in this Section 7.5, or (z) a Party and its Group are expressly permitted to continue to possess and use such Confidential Information pursuant to this Agreement or an Ancillary Agreement, provided possession and use are as reasonably necessary for such purpose. Without limitation to the foregoing, the Parties acknowledge and agree that each of ATMCo Excluded Technology (as defined in the Patent and Technology Cross-License Agreement) with respect to the NCR Group, and NCR Excluded Technology (as defined in the Patent and Technology Cross-License Agreement) with respect to the ATMCo Group is to be purged and not retained by such Group, in accordance with the terms of the Patent and Technology Cross-License Agreement.

(e) Notwithstanding anything to the contrary set forth herein and subject to the terms of any license under an Ancillary Agreement related to Intellectual Property, Confidential Information of any Party or its Group in the possession of and used by any other Party or its Group as of the Distribution may continue to be used by such Party in possession of the Confidential Information in and only in the operation of the ATMCo Business (in the case of the ATMCo Group) or the NCR Business (in the case of the NCR Group); *provided* that such Confidential Information may only be used by such Party and its officers, employees, agents, consultants, contractors and advisors in the specific manner and for the specific purposes for which it is used as of the date of this Agreement and as permitted by Section 5.3; *provided, further*, that such Confidential Information may be used only so long as the Confidential Information is maintained in confidence and not disclosed in violation of this Section 7.5. This Section 7.5(e) shall not be construed to impact any license (including associated rights) a Party is entitled to under an Ancillary Agreement in accordance with its terms (including the right to use for additional purposes as provided for therein).

(f) The Parties agree that irreparable damage, for which monetary damages (even if available) would not be an adequate remedy, would occur in the event that the provisions of this Section 7.5 were not performed in accordance with their specific terms. Accordingly, it is hereby agreed that the Parties shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Section 7.5 and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which they are entitled in Law or equity.

(g) For the avoidance of doubt and notwithstanding any other provision of this Section 7.5, (i) the disclosure and sharing of Privileged Information shall be governed solely by Section 7.6, (ii) Information that is subject to any confidentiality provision or other disclosure or use restriction in any Ancillary Agreement shall be governed by the terms of such Ancillary Agreement and (iii) no new or different license (or associated rights) to any Intellectual Property is granted or provided by one Party or its Group to the other Party or its Group under this Section 7.5, and this Section 7.5 shall not be construed as granting or conferring any new or different license (or associated rights) to any Intellectual Property to any Party or its Group.

Section 7.6 Privilege Matters.

(a) Pre-Distribution Services. The Parties recognize that legal and other professional services (including services rendered by legal counsel retained or employed by any Party (or any member of such Party's respective Group), including outside counsel and in-house counsel) that have been and will be provided prior to the Distribution have been and will be rendered for the collective benefit of each of the members of the NCR Group and the ATMCo Group, and that each of the members of the NCR Group and the ATMCo Group shall be deemed to be the client with respect to such pre-Distribution services for the purposes of asserting all privileges, immunities, or other protections from disclosure which may be asserted under applicable Law, including attorney-client privilege, business strategy privilege, joint defense privilege, common interest privilege, and protection under the work-product doctrine (each a "**Privilege**") and that any Information of the Parties subject to Privilege ("**Privileged Information**") shall be shared jointly between the Parties; *provided, however*, that members of the NCR Group shall not be deemed the client, may not assert privilege, and there shall be no shared Privilege, with respect to pre-Distribution services that relate solely to the ATMCo Business and members of the ATMCo Group shall not be deemed the client, may not assert privilege, and there shall be no shared Privilege with respect to pre-Distribution services that relate solely to the NCR Business; *provided*, *further*, that the Parties acknowledge and agree that any and all Privileged Information with respect to this Agreement, the Ancillary Agreements, any other transaction involving NCR prior to the Distribution and the negotiations, structuring and transactions related thereto and possessed by the NCR Group prior to the Distribution shall be deemed to relate solely to the NCR Business. For the avoidance of doubt, Privileged Information within the scope of this Section 7.6 includes, but is not limited to, services rendered by legal counsel retained or employed by any Party (or any member of such Party's respective Group), including outside counsel and in-house counsel.

(b) Post-Distribution Services. The Parties recognize that legal and other professional services will be provided following the Distribution to each of NCR and ATMCo. The Parties further recognize that certain of such post-Distribution services will be rendered solely for the benefit of NCR and ATMCo, as the case may be, while other such post-Distribution services may be rendered for the joint benefit of NCR and ATMCo. With respect to such post-Distribution services and related Privileged Information, the Parties irrevocably acknowledge and agree as follows:

(i) All Privileged Information arising out of or relating to any claims, proceedings, litigation, disputes or other matters in which both NCR and ATMCo are adverse to a Third Party shall be subject to a shared Privilege among NCR and ATMCo unless expressly agreed by the Parties in writing; and

(ii) Except as otherwise provided in Section 7.6(c)(i), Privileged Information relating to post-Distribution services provided solely to one of NCR or ATMCo shall not be deemed shared between the Parties.

(c) The Parties agree as follows regarding all Privileged Information with respect to which the Parties shall have a shared Privilege under Section 7.6(a) or Section 7.6(b):

(i) No Party may waive any Privilege that such Party could assert under any applicable Law with respect to Privileged Information in which any other Party has a shared Privilege, without the consent of the other Party, which shall not be unreasonably withheld or delayed. Consent shall be in writing, or shall be deemed to be granted unless written objection is made within ten (10) days after written notice by NCR or ATMCo; and

(ii) In the event of any dispute involving a Third Party, if a dispute arises between or among the Parties or their respective Subsidiaries regarding whether a Privilege should be waived to protect or advance the interest of any Party pursuant to Section 7.6(c)(i), each Party agrees that it shall negotiate the potential waiver of such Privilege in good faith and that the consenting party shall not be compelled, or construed to be required, to provide its consent to such waiver, as a reasonable request or otherwise, unless the requesting Party can demonstrate such waiver would not disproportionately prejudice the Party whose consent is requested.

(d) The transfer of all Information pursuant to this Agreement or in connection with any dispute between the Parties relating thereto is made in reliance on the agreement of NCR and ATMCo, as set forth in Section 7.5 and this Section 7.6, to maintain the confidentiality of privileged information and to assert and maintain all applicable privileges. The access to information being granted pursuant to Section 7.1 and Section 7.2 hereof, the agreement to provide witnesses and individuals pursuant to Section 7.4 hereof, the furnishing of notices and documents and other cooperative efforts contemplated by this Section 7.6, and the transfer of privileged information between and among the Parties and their respective Subsidiaries pursuant to this Agreement shall not be deemed a waiver of any Privilege that has been or may be asserted under this Agreement or otherwise.

Section 7.7 Ownership of Information. Any Information owned by one Party or any of its Affiliates that is provided to a requesting Party pursuant to this Article VII shall be deemed to remain the property of the providing Party. Unless specifically set forth herein, nothing contained in this Agreement shall grant or provide or be construed as granting or conferring any new or different licensing rights or otherwise in any such Information.

Section 7.8 Personal Data.

(a) The Parties acknowledge that (i) prior to the Distribution the Processing of any Personal Data in connection with the Separation shall be governed by the Amended and Restated Intra-group Data Transfer Agreement, dated 15 December 2022, and (ii) after the Distribution, the Parties are separate and independent Data Controllers with respect to the Processing of any Personal Data pursuant to this Agreement or any Ancillary Agreement or Continuing Arrangement (subject to the express terms thereof) and shall independently determine the purposes and means of such processing.

(b) Both Parties shall comply, and cooperate to ensure that their Processing of Personal Data hereunder and under any Ancillary Agreement or Continuing Arrangement does and will comply, with all applicable Data Protection Laws and shall take all reasonable precautions to avoid acts that place the other Party in breach of its obligations under any applicable Data Protection Laws. Nothing in this Section 7.8 shall be deemed to prevent any Party from taking the steps it reasonably deems necessary to comply with any applicable Data Protection Laws.

(c) To the extent that a Party transfers NCR Personal Data or ATMCo Personal Data internationally following the Distribution, the transferring Party shall ensure that such transfer is effected by way of a valid data transfer mechanism in compliance with applicable Data Protection Laws, if and to the extent applicable.

Section 7.9 Other Agreements. The rights and obligations granted under this Article VII are subject to any specific limitations, qualifications or additional provisions on the sharing, exchange or confidential treatment of Information set forth in this Agreement or any Ancillary Agreement. Pursuant to Section 10.24, the provisions of this Article VII shall not apply to matters concerning Information that are specifically governed by the Tax Matters Agreement, the Employee Matters Agreement, the Transition Services Agreement or any other Ancillary Agreement to the extent of any conflict between the terms hereof and thereof.

Section 7.10 Compensation for Providing Information. Except to the extent otherwise contemplated by this Agreement or any Ancillary Agreement, a Party providing Information or access to Information to the other Party under this Article VII (including witness and other services pursuant to Section 7.4) shall be entitled to receive from the recipient, upon the presentation of invoices therefor, payments for such amounts, relating to supplies, disbursements and other out-of-pocket expenses (which shall not include the costs of salaries and benefits of employees of such reimbursed Party or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service with respect to the foregoing), as may be reasonably incurred in connection therewith (including any reasonable costs and expenses incurred in any review of Information for purposes of protecting any privilege thereunder or any other restrictions on the disclosure of such Information). Notwithstanding the preceding sentence, each Party shall be responsible for its own attorneys' fees and expenses incurred in connection with its performance under this Agreement (other than with respect to the review for the protection of privilege as referenced therein).

ARTICLE VIII

DISPUTE RESOLUTION

Section 8.1 Negotiation.

(a) In the event of a controversy, dispute or claim arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity, termination or breach of this Agreement or any Ancillary Agreement (unless such Ancillary Agreement expressly provides that disputes thereunder will not be subject to the resolution procedures set forth in this Article VIII), including with respect to claim notices delivered pursuant to Section 6.4 and 6.8 hereof, or otherwise arising out of or in any way related to this Agreement or any such Ancillary Agreement or the transactions contemplated hereby or thereby, including any claim based on Contract, tort, Law or constitution (but excluding any controversy, dispute or claim arising out of any Contract with a Third Party if such Third Party is a necessary party to such controversy, dispute or claim) (each a, "**Dispute**"), either party shall provide written notice of such Dispute to the other Party in writing in accordance with the terms of this Agreement or any applicable Ancillary Agreement (a "**Dispute Notice**"). Other than in the case of a Party making a claim for indemnification pursuant to Section 6.4 or Section 6.8 or any equivalent provision in any applicable Ancillary Agreement, in which case such Dispute Notice shall contain solely such information as required therein, a Dispute Notice shall (i) describe such Dispute in reasonable detail (including the facts underlying each particular claim (or series of substantially similar or related claims if it would reasonably be unduly burdensome to provide such information for each particular claim) and an identification of each section of this Agreement or any Ancillary Agreement pursuant to which such Dispute arises) and (ii) set forth the Party's good faith estimate of the damages or equitable relief requested by them arising from such Dispute (as applicable). The Party receiving such Dispute Notice shall have twenty (20) days from the date of delivery of the Dispute Notice (the "**Disagreement Deadline**") to deliver in writing to the other Party its disagreement with the Dispute Notice (a "**Notice of Disagreement**"). If the Party receiving a Dispute Notice serves a timely Notice of Disagreement, the Dispute set forth in the Dispute Notice shall be referred by either Party or any of the members of their respective Groups for negotiation as set forth in this Section 8.1(a). The Parties agree to negotiate in good faith to resolve any noticed Dispute. If the Parties are unable for any reason to resolve a Dispute within forty-five (45) days from the time of receipt of the Notice of Disagreement and the forty-five (45) day period is not extended by mutual written consent, then the Chief Executive Officers of the Parties shall enter into negotiations for a reasonable period of time to settle such Dispute; *provided*, *however*, that such reasonable period shall not, unless otherwise agreed by the Parties in writing, exceed sixty (60) days from the forty-fifth (45th) day noted above, if and as extended by mutual agreement of the Parties (the "**Negotiation Deadline**").

(b) Notwithstanding anything to the contrary contained in this Agreement or any Ancillary Agreement, in the event of any Dispute with respect to which a Dispute Notice has been delivered in accordance with this Section 8.1, (i) the relevant Parties shall not assert that a Dispute that was timely at the time a Dispute Notice was served was untimely based on the passage of time after the date of receipt of a compliant Dispute Notice, and (ii) any statute of limitation, contractual time period or deadline under this Agreement or any Ancillary Agreement to which such Dispute relates (but not any other equitable time period limitation) shall be tolled until final adjudication of the underlying Dispute. All things said or disclosed and all documents produced in the course of any negotiations, conferences and discussions in connection with efforts to settle a Dispute that are not otherwise independently discoverable shall not be offered or received as evidence or used for impeachment or for any other purpose in any Proceeding and shall be considered as to have been said, disclosed or produced for settlement purposes only.

Section 8.2 Right to Seek Urgent Relief Immediately. The Parties' agreement to negotiate and the requirement to provide a Dispute Notice each as described in Section 8.1 shall not prevent either Party from commencing arbitration (according to the procedures set forth in Section 8.3) or court proceedings (for the purposes specified in Section 8.3(e)) in order to seek injunctive or other urgent relief, including but not limited to, conservatory measures to maintain the status quo or prevent dissipation of assets or injury to property.

Section 8.3 Arbitration.

(a) If (i) the Dispute has not been resolved for any reason by the Disagreement Deadline and no Notice of Disagreement is delivered by the Disagreement Deadline, or (ii) a timely Notice of Disagreement is delivered and the Dispute has not been resolved for any reason by the Negotiation Deadline, then, in each case of clause (i) and (ii), such Dispute shall, at the request of any relevant Party, be exclusively and finally determined by binding arbitration (as provided for in this Section 8.3) administered by JAMS in accordance with its Comprehensive Arbitration Rules & Procedures effective June 1, 2021, unless the Parties agree in writing to another arbitration service provider and/or rules of arbitration, except, in any event, the applicable rules of arbitration (the "**Rules**") shall be modified as set out herein; *provided* that any relevant Party may commence arbitration or court proceedings seeking urgent relief (as described in Section 8.2) at any time. Any question of the arbitrability of any Dispute or the existence, scope, validity or enforceability of this Section 8.3 shall be referred to and resolved by the arbitrators.

(b) The seat of arbitration shall be Atlanta, Georgia, unless the Parties agree in writing to another seat of arbitration.

(c) For any Dispute asserting claims exceeding $1 million (or equivalent value) or seeking injunctive or other equitable relief, the arbitration shall be conducted by a panel of three arbitrators. All other Disputes shall be conducted by a sole arbitrator. In the event any party challenges whether the dispute belongs above or below this monetary threshold for these purposes, the issue shall be resolved exclusively by the administrator of JAMS (or such other arbitration service provider as may be agreed upon in writing by the Parties), and shall be treated as an administrative matter only. In the case of a panel of three arbitrators, each Party shall appoint an arbitrator within twenty (20) days of a Party's receipt of a Party's demand for arbitration. The two Party-appointed arbitrators shall appoint the third and presiding arbitrator within twenty (20) days of the appointment of the second arbitrator. In the case of a sole arbitrator, the arbitrator shall be appointed in accordance with the applicable Rules. If any appointed arbitrator declines, resigns, becomes incapacitated, or otherwise refuses or fails to serve or to continue to serve as an arbitrator, the Party or arbitrators entitled to appoint such arbitrator shall appoint a successor within twenty (20) days. In the event an arbitrator is not appointed by a Party or the arbitrators within the time periods specified herein, JAMS (or such other arbitration service provider as may be agreed upon in writing by the Parties) shall be authorized to appoint such arbitrator in accordance with the applicable Rules. In all cases, all arbitrators must be a licensed attorney or judge with at least ten years of experience in commercial litigation and/or arbitration. With respect to any Dispute involving one or more claims for which Intellectual Property is a material aspect of such claim(s), the arbitrator(s) shall possess experience and expertise in the applicable field of Intellectual Property law.

(d) In the event a Party is in need of urgent relief prior to the appointment of the arbitrator(s), the Parties consent to the procedures and powers provided in the Rules for the appointment of an emergency arbitrator to consider such relief. Notwithstanding any rule to the contrary, the arbitrator(s), once appointed, will have full authority to modify, vacate or supplement any temporary or provisional relief issued by an emergency arbitrator on such grounds as the arbitrator(s) consider appropriate.

(e) Subject to Section 8.3(f), nothing contained herein is intended to or shall be construed to deprive any court of its jurisdiction to issue pre- or post-arbitral injunctions, pre- or post-arbitral attachments, or other orders in aid of arbitration proceedings, or to enforce arbitration judgments and awards rendered hereunder, including by issuing orders confirming such judgments and awards. Without prejudice to such equitable remedies as may be granted by a court of competent jurisdiction, the arbitrators shall have full authority to grant provisional remedies and to direct the parties to request that a court modify or vacate any temporary or preliminary relief issued by such court, and to award damages for the failure of any party to respect the arbitrators' orders to that effect. The Parties agree to accept and honor all orders relating to interim or provisional remedies that are issued by the arbitrators and agree that any such orders may be enforced, as necessary, in any court of competent jurisdiction.

(f) The Parties consent and submit to the jurisdiction of any federal court in the Northern District of Georgia or, where such court does not have jurisdiction, any Georgia state court in Fulton County, Georgia ("**Georgia Courts**") with respect to any Dispute related to, arising out of or resulting from this Agreement or any Ancillary Agreement (including for urgent relief as set forth in Section 8.2); *provided* that the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of Georgia Courts in any Proceeding to compel or contest the imposition of arbitration with respect to any Dispute related to, arising out of or resulting from this Agreement or any Ancillary Agreement and the Parties shall not bring any such Proceedings in any court other than Georgia Courts. Notwithstanding anything in the preceding sentence to the contrary, any court of competent jurisdiction (whether Georgia Courts or otherwise) shall be entitled to issue pre- or post-arbitral attachments, other orders in aid of arbitration proceedings (including for interim or provisional remedies in aid of arbitration) or orders to enforce arbitration judgments and awards rendered hereunder, including by issuing orders confirming such judgments and awards. In furtherance of the foregoing, each Party: (i) irrevocably waives, to the fullest extent it may effectively do so, any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens* or any right of objection to jurisdiction on account of its place of incorporation or domicile, which it may now or hereafter have to the bringing of any such action or proceeding in any Georgia Court; (ii) irrevocably consents to service of process sent by a national courier service (with written confirmation of receipt) to its address identified in Section 10.3; and (iii) irrevocably waives any right to trial by jury in any court as set forth in Section 8.5.

(g) Discovery shall be limited to only: (i) documents directly related to the issues in dispute; (ii) no more than three (3) depositions per Party for any Dispute asserting claims exceeding $1 million (or equivalent value) or seeking injunctive relief, or two (2) depositions per Party for all other Disputes; and (iii) ten (10) interrogatories per Party. The arbitration procedures shall include provision for production of documents relevant to the Dispute; *provided* that the parties shall make good faith efforts to conduct the arbitration such

that all documentary and deposition discovery is completed within ninety (90) days of the appointment of the arbitrator(s) or as soon as reasonably practicable thereafter. All discovery, if any, shall be completed within ninety (90) days of the appointment of the arbitrator(s) or as soon as practicable thereafter. The Parties agree that, without derogating from any other provisions of the Rules allowing for summary disposition, the arbitrator(s) shall permit applications for summary disposition to be filed at least thirty (30) days prior to any scheduled evidentiary hearing, and shall be empowered to grant such applications where justice and efficiency warrant such relief, in which case there shall be no need for a full evidentiary hearing. Adherence to formal rules of evidence in any hearing on the matter shall not be required and the arbitrators shall consider any evidence and testimony that the arbitrators determine to be relevant, in accordance with the Rules and procedures that the arbitrators determine to be appropriate.

(h) The parties shall make good faith efforts to conduct the arbitration such that all written submissions are submitted and any hearing to be conducted is held no later than one hundred and eighty (180) days following appointment of the arbitrators or as soon as reasonably practicable thereafter; *provided*, *however*, that the failure to meet such deadline shall not invalidate the arbitration or any award of the arbitrators.

(i) For any Dispute asserting claims exceeding $1 million (or equivalent value) or seeking injunctive relief, the panel of arbitrators shall render a reasoned award. For all other Disputes, the sole arbitrator shall not be required to render a reasoned award, *provided*, *however*, that such omission of written reasoning shall not invalidate the arbitration or any award of the sole arbitrator. In all cases, the arbitrator(s) shall make good faith efforts to render an award within thirty (30) days of the close of the hearing on the merits or the final written submission (whichever occurs later) or a soon as practicable thereafter; *provided*, *however*, that the failure to meet such deadline shall not invalidate the arbitration or any award of the arbitrator(s). The arbitrator(s) shall be entitled, if appropriate, to award any remedy that is permitted under this Agreement and applicable Law and Rules, including monetary damages, specific performance and other forms of legal and equitable relief. The Parties hereby waive any claim to attorneys' fees, costs and expenses of arbitration, except as may be expressly required by statute or to the extent an Indemnifiable Loss hereunder in connection with a Third-Party Claim, and the arbitrators are not empowered to and shall not award such damages.

(j) The Parties intend that the provisions to arbitrate set forth herein be valid, enforceable and irrevocable, and any award rendered by the arbitrator(s) shall be final and binding on the Parties and shall be the sole and exclusive remedy between the Parties regarding any Dispute presented to the arbitrator(s). The Parties agree to comply and cause the members of their applicable Group to comply with any award made in any such arbitration and agree to the enforcement of or entry of confirming judgment upon such award in any court of competent jurisdiction.

(k) Without limiting the provisions of the Rules, unless otherwise agreed in writing by the Parties, or as may be required by Law or any Governmental Authority, the relevant Parties shall keep, and shall cause the members of their applicable Group to keep, confidential all matters relating to any arbitration hereunder. The Parties agree not to disclose to any third party (i) the existence or status of the arbitration, (ii) all information made known and documents produced in the arbitration not otherwise in the public domain, and (iii) any award

arising from the arbitration; *provided*, *however*, that such information and awards may be disclosed (x) to the extent reasonably necessary to enforce this Agreement or give effect to this Section 8.3, (y) to enter judgment upon any arbitral award rendered hereunder or as is required to protect or pursue any other legal right, and (z) to the extent otherwise required by Law or a Governmental Authority (including any public disclosure required by securities Laws).

Section 8.4 Continuity of Service and Performance. During the course of resolving a Dispute pursuant to the provisions of this Article VIII, the Parties will continue to provide all other services and honor all other commitments under this Agreement and each Ancillary Agreement with respect to all matters not the subject of the Dispute.

Section 8.5 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF A PROCEEDING ARISING OUT OF OR RELATING TO A DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND THAT NO PARTY TO THIS AGREEMENT OR ANY ASSIGNEE, SUCCESSOR, OR REPRESENTATIVE OF ANY PARTY SHALL REQUEST A JURY TRIAL IN ANY SUCH PROCEEDING NOR SEEK TO CONSOLIDATE ANY SUCH PROCEEDING WITH ANY OTHER PROCEEDING IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.5.

ARTICLE IX

INSURANCE

Section 9.1 NCR Insurance Policies.

(a) ATMCo acknowledges and agrees (on its own behalf and on behalf of each other member of the ATMCo Group) that, except as provided in this Article IX, (i) all insurance policies maintained by any member of the NCR Group, including for the avoidance of doubt, any self-insurance, fronted insurance, captive insurance or reinsurance policy or program (the "**NCR Insurance Policies**"), are part of the corporate insurance program maintained by NCR, and such coverage shall not be available, transferred or assigned to the ATMCo Group; (ii) from and after the Distribution, the ATMCo Group shall cease to be insured by the NCR Insurance Policies; and (iii) from and after the Distribution, ATMCo shall be responsible for securing all insurance it deems appropriate for the operation of the ATMCo Group.

(b) Notwithstanding anything to the contrary in this Article IX, from and after the Distribution, the ATMCo Group shall remain insured under the NCR Group's property insurance policies ("**Property Policies**") with respect to the ATMCo Properties subject to the terms and conditions of the Property Policies; *provided* that (i) such coverage for the ATMCo

Group shall cease on the respective expiration dates stated in the Property Policies as of the date hereof and ATMCo shall be responsible thereafter for securing all go-forward property insurance it deems appropriate for the operation of the ATMCo Group and in respect of the ATMCo Properties; (ii) the ATMCo Group shall promptly (and in no event later than thirty (30) days upon receipt of any invoice) pay to the NCR Group an amount equal to the ATMCo Group's share of any amount of the Property Policies' premium invoiced following the Distribution, including taxes, surcharges and other fees, with such pro rata share determined in the NCR's reasonable judgment, which may, without limitation, be based on the relative insured values of the properties as reasonably determined by NCR; and (iii) all deductibles, retentions, claims handling fees and any other amounts due or payable in connection with any claims under any of the Property Policies shall be shared in the same proportion as any insurance proceeds actually received by the NCR Group, on the one hand, and the ATMCo Group, on the other hand, with respect to any one claim or related claim, occurrence or loss under the relevant Property Policy.

(c) From and after the Distribution, members of the ATMCo Group shall have the right to assert claims under the NCR Insurance Policies, other than any self-insurance, fronted insurance, captive insurance or reinsurance policy or program ("**Shared NCR Policies**"), arising out of any actual or alleged act, omission, circumstance, event, incident or occurrence occurring prior to the Distribution relating to the ATMCo Group or the ATMCo Business ("**Pre-Distribution ATMCo Claims**"). Except as provided in this Article IX, from and after the Distribution, the NCR Group shall have no obligation to the ATMCo Group with respect to or under any of the Shared NCR Policies; *provided* that from and after the Distribution, the NCR Group shall use commercially reasonable efforts to maintain coverage available to the ATMCo Group under the Shared NCR Policies, other than the reduction of policy limits due to claims paid in the ordinary course, and the NCR Group shall use commercially reasonable efforts to direct any carriers under the Shared NCR Policies to make any available insurance coverage under the Shared NCR Policies available to the ATMCo Group for Pre-Distribution ATMCo Claims; *provided*, *further*, that all deductibles, self-insured retentions, claims handling fees or any other amounts payable under any such Shared NCR Policies shall be shared in the same proportion as any insurance proceeds actually received by the NCR Group, on the one hand, and the ATMCo Group, on the other hand, with respect to any one claim (or related claims) under the relevant Shared NCR Policy.

(d) With respect to Pre-Distribution ATMCo Claims, ATMCo shall be solely responsible for the submission, processing, administration and handling of the Pre-Distribution ATMCo Claims under the Shared NCR Policies; *provided*, *however*, that, to the extent that ATMCo is not permitted to do so, then, upon ATMCo's reasonable request, and at ATMCo's sole cost and expense, NCR or the applicable member of the NCR Group shall reasonably cooperate with and assist ATMCo in the submission, processing, administration and handling of the Pre-Distribution ATMCo Claims under the Shared NCR Policies.

(e) ATMCo shall keep NCR reasonably apprised of any Pre-Distribution ATMCo Claims under the Shared NCR Policies, and NCR shall have the right to reasonably monitor any such Pre-Distribution ATMCo Claims under the Shared NCR Policies.

(f) With respect to all Shared NCR Policies, ATMCo agrees and covenants (on behalf of itself and each other member of the ATMCo Group) not to make any claim or assert any rights against the NCR Group or the insurers of such Shared NCR Policies except as expressly provided under this Article IX.

(g) No member of the NCR Group shall be deemed to have made any representation or warranty as to the availability of any coverage under any NCR Insurance Policies. Neither NCR nor any member of the NCR Group shall be liable to ATMCo or any member of the ATMCo Group for claims, or portions thereof, not covered by an insurer under any NCR Insurance Policy for any reason, including coinsurance provisions, deductibles, quota share deductibles, retentions, reimbursement obligations (including under "fronted" or similar insurance policies), bankruptcy or insolvency of any insurance carrier(s), policy conditions, exclusions, limitations or restrictions (including exhaustion of limits), coverage disputes, failure to timely notice a claim by any member of the NCR Group or any member of the ATMCo Group or any defect in such claim or its processing. Nothing in this Section 9.1(g) shall be construed to limit or otherwise alter in any way the obligations of the Parties, including those created by this Agreement, by operation of Law or otherwise.

Section 9.2 ATMCo Insurance Policies.

(a) NCR acknowledges and agrees (on its own behalf and on behalf of each other member of the NCR Group) that, except as provided in this Article IX, (i) all insurance policies maintained by any member of the ATMCo Group, including for the avoidance of doubt, any self-insurance, fronted insurance, captive insurance or reinsurance policy or program (the "**ATMCo Insurance Policies**"), are part of the corporate insurance program maintained by ATMCo, and such coverage shall not be available, transferred or assigned to the NCR Group; (ii) from and after the Distribution, the NCR Group shall cease to be insured by the ATMCo Insurance Policies; and (iii) from and after the Distribution, NCR shall be responsible for securing all insurance it deems appropriate for the operation of the NCR Group.

(b) From and after the Distribution, members of the NCR Group shall have the right to assert claims under the ATMCo Insurance Policies, other than any self-insurance, fronted insurance, captive insurance or reinsurance policy or program ("**Shared ATMCo Policies**"), arising out of any actual or alleged act, omission, circumstance, event, incident or occurrence occurring prior to the Distribution relating to the NCR Group or the NCR Business ("**Pre-Distribution NCR Claims**"). Except as provided in this Article IX, from and after the Distribution, the ATMCo Group shall have no obligation to the NCR Group with respect to or under any of the Shared ATMCo Policies; *provided* that from and after the Distribution, the ATMCo Group shall use commercially reasonable efforts to not take any measure or fail to take any measure to eliminate or reduce coverage available to the NCR Group under the Shared ATMCo Policies other than the reduction of policy limits due to claims paid in the ordinary course, and the ATMCo Group shall use commercially reasonable efforts to direct any carriers under the Shared ATMCo Policies to make any available insurance coverage under the Shared ATMCo Policies available to the NCR Group for Pre-Distribution NCR Claims; *provided*, *further*, that all deductibles, self-insured retentions, claims handling fees or any other amounts payable under any such Shared ATMCo Policies shall be shared in the same proportion as any insurance proceeds actually received by the ATMCo Group, on the one hand, and the NCR Group, on the other hand, with respect to any one claim (or related claims) under the relevant Shared ATMCo Policy.

(c) With respect to Pre-Distribution NCR Claims, NCR shall be solely responsible for the submission, processing, administration and handling of the Pre-Distribution NCR Claims under the Shared ATMCo Policies; *provided*, *however*, that, to the extent that NCR is not permitted to do so, then, upon NCR's reasonable request, and at NCR's sole cost and expense, ATMCo or the applicable member of the ATMCo Group shall reasonably cooperate with and assist NCR in the submission, processing, administration and handling of the Pre-Distribution NCR Claims under the Shared ATMCo Policies.

(d) NCR shall keep ATMCo reasonably apprised of any Pre-Distribution NCR Claims under the Shared ATMCo Policies, and ATMCo shall have the right to reasonably monitor any such Pre-Distribution NCR Claims under the Shared ATMCo Policies.

(e) With respect to all Shared ATMCo Policies, NCR agrees and covenants (on behalf of itself and each other member of the NCR Group) not to make any claim or assert any rights against the ATMCo Group or the insurers of such Shared ATMCo Policies except as expressly provided under this Article IX.

(f) No member of the ATMCo Group shall be deemed to have made any representation or warranty as to the availability of any coverage under any Shared ATMCo Policies. Neither ATMCo nor any member of the ATMCo Group shall be liable to NCR or any member of the NCR Group for claims, or portions thereof, not reimbursed by an insurer under any Shared ATMCo Policy for any reason, including coinsurance provisions, deductibles, quota share deductibles, retentions, reimbursement obligations (including under "fronted" or similar insurance policies), bankruptcy or insolvency of any insurance carrier(s), policy conditions, exclusions, limitations or restrictions (including exhaustion of limits), coverage disputes, failure to timely file a claim by any member of the ATMCo Group or any member of the NCR Group or any defect in such claim or its processing. Nothing in this Section 9.2(f) shall be construed to limit or otherwise alter in any way the obligations of the Parties, including those created by this Agreement, by operation of Law or otherwise.

Section 9.3 Agreement for Waiver of Conflict and Shared Defense. Subject to Section 5.4, Section 6.4 and Section 6.11, in the event that more than one of the Parties (or any members of their respective Groups) have claims under any of the Shared NCR Policies or the Shared ATMCo Policies relating to the same or related act, omission, matter, circumstance, incident or occurrence, to the extent reasonably possible, the Parties shall jointly defend and waive any conflict of interest necessary to the conduct of the joint defense. Nothing in this Article IX shall be construed to limit or otherwise alter in any way the obligations of the Parties, including those created by this Agreement, by operation of Law or otherwise.

Section 9.4 Cooperation; Process. Subject to Section 5.4, the Parties agree to use (and cause the members in their respective Groups to use) their commercially reasonable efforts to reasonably cooperate with respect to the various insurance matters contemplated by this Article IX, including in connection with any lease, sublease or other contractual insurance requirements. All insurance proceeds collected by any Party or member of its Group in connection with the other Party or a member of its Group asserting its rights hereunder shall be allocated consistent with the allocation of Assets and Liabilities pursuant to this Agreement and the Ancillary Agreements.

Section 9.5 No Access to Insurance Policies With Respect to Shared Environmental Liabilities. Notwithstanding anything to the contrary in this Article IX, neither ATMCo nor any other member of the ATMCo Group shall have any right, title or access to any insurance policy with respect to any claim, occurrence, event, incident, fact, circumstance, investigation or any other matter arising out of or in any way relating to, in whole or in part, any Shared Environmental Liabilities. In accordance with its control rights pursuant to Section 5.4(g)(i), NCR shall solely control all claims arising out of or relating to any Shared Environmental Liabilities (including whether to make or settle any claims).

Section 9.6 Miscellaneous. Nothing in this Agreement shall be deemed to restrict ATMCo or NCR, or any members of their respective Groups, from acquiring at its own expense any insurance policy in respect of any Liabilities or covering any period. Notwithstanding Section 9.1, ATMCo acknowledges and agrees (on its own behalf and on behalf of each other member of the ATMCo Group) that NCR has provided to ATMCo prior to the Distribution all information necessary for ATMCo or the appropriate member of the ATMCo Group to obtain such insurance policies and insurance programs as ATMCo or the appropriate member of the ATMCo Group, in its sole judgment and discretion, deems necessary to cover any and all risk of loss related to the ATMCo Business.

ARTICLE X

MISCELLANEOUS

Section 10.1 Survival of Agreements. Except as otherwise contemplated by this Agreement or any Ancillary Agreement, all covenants and agreements of the Parties contained in this Agreement and each Ancillary Agreement shall survive the Distribution and remain in full force and effect in accordance with their applicable terms.

Section 10.2 Costs and Expenses. Except as expressly provided in this Agreement or any Ancillary Agreement, or as otherwise agreed to in writing by the Parties, NCR shall bear all Third-Party costs and expenses of any member of the ATMCo Group or NCR Group incurred on or prior to the Distribution in connection with the preparation, execution, delivery and implementation of this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby, including those set out on Schedule 10.2 and remaining unpaid as of the Distribution; *provided* that, except as otherwise expressly provided in this Agreement or any Ancillary Agreement, from and after the Distribution, each Party shall, subject to the express terms of any Ancillary Agreement, bear its own direct and indirect costs and expenses related to its performance of this Agreement or any Ancillary Agreement and any ongoing standup or integration necessary for the operation of its respective business or to complete any activities in connection with the Separation. For the avoidance of doubt, as otherwise set forth in this Agreement, ATMCo shall bear any and all fees, costs and expenses, including legal fees and costs, associated with ATMCo Financing Arrangements or with the raising of funds or incurrence of Indebtedness in connection therewith (whether unpaid as of the time of the Distribution or arising thereafter), other than any such fees, costs and expenses that are specifically attributable to preparing for or consummating any Debt-for-Debt Exchange.

Section 10.3 Notices. Notices, requests, instructions or other documents to be given under this Agreement shall be in writing and shall be deemed to have been properly delivered, given and received, (a) on the date of transmission if sent via email (*provided, however*, that notice given by email shall not be effective unless either (i) a duplicate copy of such email notice is promptly given by one of the other methods described in this Section 10.3 or (ii) the receiving Party delivers a written confirmation of receipt of such notice either by email or any other method described in this Section 10.3 (excluding "out of office" or other automated replies)), (b) when delivered, if delivered personally to the intended recipient, and (c) one Business Day later, if sent by overnight delivery via a national courier service (providing proof of delivery), and in each case, addressed to a party at the address for such party set forth below (or at such other address for a party as shall be specified from time to time in a notice given in accordance with this Section 10.3):

If to NCR:

NCR Voyix Corporation
864 Spring St NW
Atlanta, GA 30308
Attn: General Counsel
kelli.sterrett@ncr.com

If to ATMCo:

NCR Atleos Corporation
864 Spring St NW
Atlanta, GA 30308
Attn: General Counsel
ricardo.nunez@ncratleos.com

Section 10.4 Waiver.

(a) Any provision of this Agreement may be waived if, and only if, such waiver is in writing and signed by the Party against whom the waiver is to be effective.

(b) No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 10.5 Modification or Amendment. This Agreement may only be amended, modified or supplemented, in whole or in part, in a writing signed on behalf of each of the Parties in the same manner as this Agreement and which makes reference to this Agreement.

Section 10.6 No Assignment; Binding Effect. No Party to this Agreement may assign or delegate, either directly or indirectly by merger or consolidation, all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other Party to this Agreement, which such Party may withhold in its absolute discretion, and any attempt to do so shall be ineffective and void ab initio, except that (w) a Party shall (and therefore is also

permitted to) assign this Agreement and any or all of the rights, interests and obligations hereunder in connection with a merger, reorganization or consolidation transaction in which it is a constituent party but not the surviving entity or the sale of all or substantially all of its Assets, and the surviving entity of such merger, reorganization or consolidation transaction or the transferee of such Assets shall assume all the obligations of the relevant Person by operation of law or pursuant to an agreement in writing, reasonably satisfactory to the other Party, to be bound by the terms of this Agreement as if named as a Party hereto; (x) each Party hereto may assign any or all of its rights and interests hereunder to an Affiliate and (y) each Party may assign any of its obligations hereunder to an Affiliate so long as such Affiliate executes a writing in form reasonably satisfactory to the other Party agreeing to be bound by the terms of this Agreement as if named as a Party hereto; *provided*, *however*, that, in the case of clauses (w), (x) and (y) such assignment shall not relieve such Party of any of its obligations hereunder unless agreed to in writing by the non-assigning Party. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the Parties hereto and their respective successors and permitted assigns.

Section 10.7 Termination. Notwithstanding anything to the contrary herein, this Agreement (including Article VI hereof) may be terminated and the Distribution may be amended, modified or abandoned at any time prior to the Distribution by and in the sole discretion of NCR without the approval of ATMCo or the stockholders of NCR. In the event of such termination, this Agreement shall become null and void and no Party, nor any of its officers, directors or employees, shall have any Liability to any other Party or any other Person. After the Distribution, this Agreement may not be terminated except by an agreement in writing signed by each of the Parties.

Section 10.8 Payment Terms. Except as expressly provided in this Agreement or any Ancillary Agreement, any amount payable pursuant to this Agreement or any Ancillary Agreement by one party (or any member of such party's Group) shall be paid within thirty (30) days after presentation of an invoice or a written demand by the party entitled to receive such payments. Such demand shall include documentation (or reasonable explanation if such documentation would be unreasonable to produce or procure) setting forth the basis for the amount payable.

Section 10.9 No Set-Off. Except as expressly set forth in any Ancillary Agreement or as otherwise mutually agreed to in writing by the Parties, neither Party nor any member of any Party's Group shall have any right of set-off or other similar rights with respect to (a) any amounts received pursuant to this Agreement or any Ancillary Agreement or (b) any other amounts claimed to be owed to the other Party or any member of its Group arising out of this Agreement or any Ancillary Agreement.

Section 10.10 No Circumvention. The Parties agree not to directly or indirectly take any actions, act in concert with any Person who takes an action, or cause or allow any member of any such Party's Group to take any actions (including the failure to take a reasonable action) such that the resulting effect is to materially undermine the effectiveness of any of the provisions of this Agreement or any Ancillary Agreement (including adversely affecting the rights or ability of any Party to successfully pursue indemnification, contribution or payment pursuant to Article VI).

Section 10.11 Subsidiaries. Each of the Parties shall cause (or with respect to an Affiliate that is not a Subsidiary, shall use commercially reasonable efforts to cause) to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary or Affiliate of such Party or by any Business Entity that becomes a Subsidiary or Affiliate of such Party on and after the Distribution. This Agreement is being entered into by NCR and ATMCo on behalf of themselves and the members of their respective groups (the NCR Group and the ATMCo Group). This Agreement shall constitute a direct obligation of each such entity and shall be deemed to have been readopted and affirmed on behalf of any Business Entity that becomes a Subsidiary or Affiliate of such Party on and after the Distribution. Either Party shall have the right, by giving notice to the other Party, to require that any Subsidiary of the other Party execute a counterpart to this Agreement to become bound by the provisions of this Agreement applicable to such Subsidiary.

Section 10.12 Third Party Beneficiaries. Except (a) as provided in Article VI relating to Indemnified Parties and (b) as may specifically be provided in any Ancillary Agreement, this Agreement is solely for the benefit of each Party hereto and its respective Affiliates, successors or permitted assigns, and it is not the intention of the Parties to confer third party beneficiary rights upon any other Person, and should not be deemed to confer upon any Third Party any remedy, claim, liability, reimbursement, Proceedings or other right in excess of those existing without reference to this Agreement.

Section 10.13 Titles and Headings. Titles and headings to Sections and Articles are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 10.14 Exhibits and Schedules. The exhibits and schedules hereto shall be construed with and be an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Nothing in the Exhibits or Schedules constitutes an admission of any liability or obligation of any member of the NCR Group or the ATMCo Group or any of their respective Affiliates to any Third Party, nor, with respect to any Third Party, an admission against the interests of any member of the NCR Group or the ATMCo Group or any of their respective Affiliates. The inclusion of any item or liability or category of item or liability on any Exhibit or Schedule is made solely for purposes of allocating potential liabilities among the Parties and shall not be deemed as or construed to be an admission that any such liability exists.

Section 10.15 Public Announcements. From and after the Distribution, NCR and ATMCo shall consult with each other before issuing, and give each other the opportunity to review and comment upon, that portion of any press release or other public statements that relates to the transactions contemplated by this Agreement or the Ancillary Agreements, and shall not issue any such press release or make any such public statement prior to such consultation, except (a) as may be required by applicable Law, court or arbitral process or by obligations pursuant to any listing agreement with any national securities exchange or national securities quotation system; (b) for disclosures made that are substantially consistent with disclosure contained in any Distribution Disclosure Document or Pre-Separation Disclosure; or (c) as otherwise set forth on Schedule 10.15.

Section 10.16 Governing Law. This Agreement, and all actions, causes of action, or claims of any kind (whether at law, in equity, in contract, in tort, or otherwise) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement (including any action, cause of action, or claim of any kind based upon, arising out of, or related to any representation or warranty made in, in connection with, or as an inducement to this Agreement) shall be governed by and construed in accordance with the law of the State of Maryland, irrespective of the choice of law principles of the State of Maryland, including, without limitation, Maryland laws relating to applicable statutes of limitations and burdens of proof and available remedies.

Section 10.17 Specific Performance. The Parties agree that irreparable damage, for which monetary damages (even if available) would not be an adequate remedy, would occur in the event that the provisions of this Agreement were not performed in accordance with their specific terms. Accordingly, it is hereby agreed that the Parties shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which they are entitled in Law or equity.

Section 10.18 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

Section 10.19 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Section 10.20 Authorization. Each of the Parties hereby represents and warrants that it has the power and authority to execute, deliver and perform this Agreement, that this Agreement has been duly authorized by all necessary corporate action on the part of such Party, that this Agreement constitutes a legal, valid and binding obligation of each such Party enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting creditors' rights generally and general equity principles.

Section 10.21 No Duplication; No Double Recovery. Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances (including with respect to the rights, entitlements, obligations and recoveries that may arise out of one or more of the following Sections: Section 6.1, Section 6.2 and Section 6.3).

Section 10.22 Tax Treatment of Payments. The Parties agree that any payment made between the Parties pursuant to this Agreement shall be treated for all U.S. federal income tax purposes, to the extent permitted by Law and unless otherwise required pursuant to section 3.7(iv) of the Tax Matters Agreement, as either (i) a non-taxable contribution by NCR to ATMCo, or (ii) a distribution by ATMCo to NCR, in each case, made immediately prior to the

Distribution. Notwithstanding the foregoing, NCR shall notify ATMCo if it determines that any payment made pursuant to this Agreement is to be treated, for any Tax purposes, as a payment made by one Party acting as an agent of one of such Party's Subsidiaries to the other Party acting as an agent of one of such other Party's Subsidiaries, and the Parties agree to treat any such payment accordingly.

Section 10.23 No Reliance on Other Party. The Parties hereto represent to each other that this Agreement is entered into with full consideration of any and all rights which the Parties hereto may have. The Parties hereto have relied upon their own knowledge and judgment and have conducted such investigations they and their in-house counsel have deemed appropriate regarding this Agreement and the Ancillary Agreements and their rights in connection with this Agreement and the Ancillary Agreements. The Parties hereto are not relying upon any representations or statements, whether written or oral, made by any other Party, or any such other Party's employees, agents, representatives or attorneys, regarding this Agreement, except to the extent such representations are expressly set forth or incorporated in Section 10.20 of this Agreement. The Parties hereto are not relying upon a legal duty, if one exists, on the part of any other Party (or any such other Party's employees, agents, representatives or attorneys) to disclose any information in connection with the execution of this Agreement or its preparation, it being expressly understood that no Party hereto shall ever assert any failure to disclose information on the part of any other Party as a ground for challenging this Agreement or any provision hereof.

Section 10.24 Complete Agreement. This Agreement, including the exhibits and schedules attached hereto, and the Ancillary Agreements (and the exhibits and schedules thereto) shall constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter. In the event of any conflict between the terms and conditions of the body of this Agreement and the terms and conditions of any Schedule, the terms and conditions of such Schedule shall control. Notwithstanding anything to the contrary in this Agreement or any Ancillary Agreement, in the case of any conflict between the provisions of this Agreement and the provisions of any Ancillary Agreement, the provisions of this Agreement shall control, other than as set forth on Schedule 10.24(a); *provided*, *however*, except as set forth on Schedule 10.24(b), that in relation to (a) any matters concerning Taxes, the Tax Matters Agreement shall prevail over this Agreement or any other Ancillary Agreement, (b) any matters governed by the Employee Matters Agreement, the Employee Matters Agreement shall prevail over this Agreement or any other Ancillary Agreement, (c) the provision of support and other services after the Distribution by the ATMCo Group to the NCR Group, and vice versa, the Transition Services Agreement shall prevail over this Agreement or any other Ancillary Agreement, (d) any matters governed by the Patent and Technology Cross-License Agreement, the Patent and Technology Cross-License Agreement shall prevail over this Agreement or any other Ancillary Agreement, and (e) any matters governed by the Trademark License and Use Agreement, the Trademark License and Use Agreement shall prevail over this Agreement or any other Ancillary Agreement. It is the intention of the Parties that the Transfer Documents shall be consistent with the terms of this Agreement and the other Ancillary Agreements. The Parties agree that the Transfer Documents are not intended and shall not be considered in any way to enhance, modify or decrease any of the rights or obligations of NCR, ATMCo or any member of their respective Groups from those contained in this Agreement and the other Ancillary Agreements, and that in the event of any conflict between any Transfer Documents and this Agreement or any Ancillary Agreements, this Agreement, or, subject to the foregoing, an Ancillary Agreement, shall control.

Section 10.25 Counterparts. This Agreement may be executed in more than one counterparts, all of which shall be considered one and the same agreement, and, except as otherwise expressly provided in Section 1.3, shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Parties. Execution of this Agreement or any other documents pursuant to this Agreement by email attaching DocuSign or other electronic copy of a signature shall be deemed to be, and shall have the same effect as, executed by an original signature.

[*Signature page follows. The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

NCR VOYIX CORPORATION

By: /s/ Michael D. Hayford
Name: Michael D. Hayford
Title: Chief Executive Officer

NCR ATLEOS CORPORATION

By: /s/ Timothy C. Oliver
Name: Timothy C. Oliver
Title: President

Exhibit 3.1

NCR CORPORATION

ARTICLES OF AMENDMENT

NCR Corporation, a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

FIRST: Article I of the charter of the Corporation (the "Charter") is hereby amended to change the name of the Corporation to:

NCR Voyix Corporation

SECOND: The foregoing amendment to the Charter was approved by the Board of Directors of the Corporation and was limited to a change expressly authorized by Section 2-605(a)(1) of the Maryland General Corporation Law without action by the stockholders.

THIRD: These Articles of Amendment shall become effective at 5:00 p.m., Eastern Time, on October 13, 2023.

FOURTH: The undersigned acknowledges these Articles of Amendment to be the corporate act of the Corporation and, as to all matters or facts required to be verified under oath, the undersigned acknowledges that, to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be executed in its name and on its behalf by its Executive Vice President and attested by its Secretary this 9th day of October 2023.

ATTEST:

/s/ Vladimir Samoylenko
Name: Vladimir Samoylenko
Title: Assistant Secretary

NCR CORPORATION

By: /s/ Timothy C. Oliver
Name: Timothy C. Oliver
Title: Senior Executive Vice President and
Chief Financial Officer

ARTICLES OF AMENDMENT AND RESTATEMENT

OF

NCR CORPORATION

FIRST: NCR Corporation, a Maryland corporation (the "Corporation"), desires to amend and restate its charter as currently in effect and as hereinafter amended.

SECOND: The following provisions and Exhibit A are all of the provisions of the Charter currently in effect and as hereinafter amended:

ARTICLE I

Name

Section 1.1. The name of the Corporation (the "Corporation") is: NCR Corporation.

ARTICLE II

Principal Office, Registered Office and Agent

Section 2.1. The address of the Corporation's principal office in the State of Maryland is 20370 Seneca Meadows Parkway, Germantown, Maryland 20876. The resident agent of the Corporation in the State of Maryland is CSC-Lawyers Incorporating Service Company. The address of the resident agent is 7 St. Paul Street, Suite 820, Baltimore, Maryland 21202. Such resident agent is a Maryland corporation.

ARTICLE III

Purposes

Section 3.1. The purpose of the Corporation is to engage in any lawful act, activity or business for which corporations may be organized under the General Laws of the State of Maryland as now or hereafter in force. The Corporation shall have all the general powers granted by law to Maryland corporations and all other powers not inconsistent with law which are appropriate to promote and attain its purpose.

ARTICLE IV

Capital Stock

Section 4.1. The Corporation shall be authorized to issue 600,000,000 shares of capital stock, of which 500,000,000 shares shall be classified as "Common Stock", $.01 par value per share ("Common Stock") (having an aggregate par value of $5,000,000.00), and 100,000,000 shares shall be classified as "Preferred Stock", $.01 par value per share ("Preferred Stock") (having an aggregate par value of $1,000,000.00), including those shares of Preferred Stock described in Exhibit A attached hereto. The aggregate par value of all authorized shares is $6,000,000.00. The Board of Directors may classify and reclassify any unissued shares of capital stock by setting or changing in any one or more respects the preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications or terms or conditions of redemption of such shares of stock.

Section 4.2. The Common Stock shall be subject to the express terms of the Preferred Stock and any series thereof. The holders of shares of Common Stock shall be entitled to one vote for each such share upon all proposals presented to the stockholders on which the holders of Common Stock are entitled to vote, except for proposals on which only the holders of another specified class or series of capital stock are entitled to vote. Subject to the provisions of law and any preference rights with respect to the payment of dividends attaching to the Preferred Stock or any series thereof, the holders of Common Stock shall be entitled to receive, as and when declared by the Board of Directors, dividends and other distributions authorized by the Board of Directors in accordance with Maryland General Corporation Law, as in effect from time to time (the "MGCL") and to all other rights of a stockholder pursuant thereto. Except as otherwise provided by law or in the Charter of the Corporation (including in any Articles Supplementary (as defined below)) (the "Charter"), the Common Stock shall have the exclusive right to vote for the election of directors and for all other purposes, and holders of Preferred Stock shall not be entitled to receive notice of any meeting of stockholders at which they are not entitled to vote. In the event of a liquidation, dissolution or winding up of the Corporation or other distribution of the Corporation's assets among stockholders for the purpose of winding up the Corporation's affairs, whether voluntary or involuntary, after payment or provision for payment of the debts and other liabilities of the Corporation and subject to the rights, privileges, conditions and restrictions attaching to the Preferred Stock or any series thereof, the Common Stock shall entitle the holders thereof, together with the holders of any other class of stock hereafter classified or reclassified not having a preference on distributions in the liquidation, dissolution or winding up of the Corporation or other distribution of the Corporation's assets among stockholders for the purpose of winding up the Corporation's affairs, whether voluntary or involuntary, to share ratably in the remaining net assets of the Corporation.

Section 4.3. The Preferred Stock may be issued from time to time in one or more series as authorized by the Board of Directors. The Board of Directors shall have the power from time to time to the maximum extent permitted by the MGCL to classify or reclassify, in one or more series, any unissued shares of Preferred Stock, and to reclassify any unissued shares of any series of Preferred Stock, in any such case, by setting or changing the number of shares constituting such series and the designation, preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications, or terms or conditions of redemption of the stock. In any such event, the Corporation shall file for record with the State Department of Assessments and Taxation of Maryland (or other appropriate entity) articles

supplementary in form and substance prescribed by the MGCL (each, an "Articles Supplementary"). Subject to the express terms of any series of Preferred Stock outstanding at the time, the Board of Directors may increase or decrease the number or alter the designation or classify or reclassify any unissued shares of a particular series of Preferred Stock by fixing or altering in one or more respects, from time to time before issuing the shares, any terms, rights, restrictions and qualifications of the shares, including any preference, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications or terms or conditions of redemption of the shares of the series.

Section 4.4. Subject to the foregoing, the power of the Board of Directors to classify and reclassify any of the shares of capital stock shall include, without limitation, subject to the provisions of the Charter, authority to classify or reclassify any unissued shares of such stock into a class or classes of preferred stock, preference stock, special stock or other stock, and to divide and classify shares of any class into one or more series of such class, by determining, fixing or altering one or more of the following:

(a) the designation of such class or series, which may be by distinguishing number, letter or title:

(b) the number of shares of such class or series, which number the Board of Directors may thereafter (except where otherwise provided in the Articles Supplementary) increase or decrease (but not below the number of shares thereof then outstanding) and any shares of any class or series which have been redeemed, purchased, otherwise acquired or converted into shares of Common Stock or any other class or series shall become part of the authorized capital stock and be subject to classification and reclassification as provided in this Section;

(c) whether dividends, if any, shall be cumulative or noncumulative, and, in the case of shares of any class or series having cumulative dividend rights, the date or dates or method of determining the date or dates from which dividends on the shares of such class or series shall be cumulative;

(d) the rate of any dividends (or method of determining such dividends) payable to the holders of the shares of such class or series, any conditions upon which such dividends shall be paid and the date or dates or the method for determining the date or dates upon which such dividends shall be payable, and whether any such dividends shall rank senior or junior to or on a parity with the dividends payable on any other class or series of stock;

(e) the price or prices (or method of determining such price or prices) at which, the form of payment of such price or prices (which may be cash, property or rights, including securities of the same or another corporation or other entity) for which, the period or periods within which and the terms and conditions upon which the shares of such class or series may be redeemed, in whole or in part, at the option of the Corporation or at the option of the holder or holders thereof or upon the happening of a specified event or events, if any;

(f) the obligation, if any, of the Corporation to purchase or redeem shares of such class or series pursuant to a sinking fund or otherwise and the price or prices at which, the form of payment of such price or prices (which may be cash, property or rights, including securities of the same or another corporation or other entity) for which, the period or periods within which and the terms and conditions upon which the shares of such class or series shall be redeemed or purchased, in whole or in part, pursuant to such obligation;

(g) the rights of the holders of shares of such class or series upon the liquidation, dissolution or winding up of the affairs of, or upon any distribution of the assets of, the Corporation, which rights may vary depending upon whether such liquidation, dissolution or winding up is voluntary or involuntary and, if voluntary, may vary at different dates, and whether such rights shall rank senior or junior to or on a parity with such rights of any other class or series of stock;

(h) provisions, if any, for the conversion or exchange of the shares of such class or series, at any time or times at the option of the holder or holders thereof or at the option of the Corporation or upon the happening of a specified event or events, into shares of any other class or classes or any other series of the same or any other class or classes of stock, or any other security, of the Corporation, or any other corporation or other entity, and the price or prices or rate or rates of conversion or exchange and any adjustments applicable thereto, and all other terms and conditions upon which such conversion or exchange may be made;

(i) restrictions on the issuance of shares of the same series or of any other class or series, if any;

(j) the voting rights, if any, of the holders of shares of such class or series in addition to any voting rights required by law;

(k) whether or not there shall be any limitations applicable, while shares of such class or series are outstanding, upon the payment of dividends or making of distributions on, or the acquisition of, or the use of moneys for purchase or redemption of, any stock of the Corporation, or upon any other action of the Corporation, including action under this Section, and, if so, the terms and conditions thereof; and

(l) any other preferences, rights, restrictions, including restrictions on transferability, and qualifications of shares of such class or series, not inconsistent with law and the Charter.

Section 4.5. For the purposes hereof and of any Articles Supplementary to the Charter providing for the classification or reclassification of any shares of capital stock or of any other charter document of the Corporation (unless otherwise provided in any such article or document), any class or series of stock of the Corporation shall be deemed to rank:

(a) prior to another class or series either as to dividends or upon liquidation, if the holders of such class or series shall be entitled to the receipt of dividends or of amounts distributable on liquidation, dissolution or winding up, as the case may be, in preference or priority to holders of such other class or series;

(b) on a parity with another class or series either as to dividends or upon liquidation, whether or not the dividend rates, dividend payment dates or redemption or liquidation price per share thereof be different from those of such others, if the holders of such class or series of stock shall be entitled to receipt of dividends or amounts distributable upon liquidation, dissolution or winding up, as the case may be, in proportion to their respective dividend rates or redemption or liquidation prices, without preference or priority over the holders of such other class or series; and

(c) junior to another class or series either as to dividends or upon liquidation, if the rights of the holders of such class or series shall be subject or subordinate to the rights of the holders of such other class or series in respect of the receipt of dividends or the amounts distributable upon liquidation, dissolution or winding up, as the case may be.

Section 4.6. (a) In determining whether a distribution (other than upon voluntary or involuntary liquidation), by dividend, redemption or other acquisition of shares or otherwise, is permitted under the MGCL, no effect shall be given to amounts that would be needed, if the Corporation were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of stockholders whose preferential rights upon dissolution are junior to those receiving the distribution.

(b) The Corporation shall be entitled to treat the person in whose name any share of its stock is registered as the owner thereof for all purposes and shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether or not the Corporation shall have notice thereof, except as expressly provided by applicable law.

(c) Except as may be set forth in any Articles Supplementary, the Board of Directors is hereby expressly authorized pursuant to Section 2-309(b)(5) of the MGCL (or any successor similar or comparable provision) to declare or pay a dividend payable in shares of one class of the Corporation's stock to the holders of shares of such class of the Corporation's stock or to the holders of shares of any other class of stock of the Corporation.

ARTICLE V

Stockholder Action

Section 5.1. Except as may be provided in any Articles Supplementary, any corporate action upon which a vote of stockholder is required or permitted may be taken without a meeting or vote of stockholders only with the unanimous written consent of stockholders entitled to vote thereon.

Section 5.2. Except as otherwise required by the MGCL or as provided elsewhere in the Charter or in the Bylaws, special meetings of stockholders of the Corporation for any purpose or purposes may be called only by the Board of Directors or by the President of the Corporation. No business other than that stated in the notice of the special meeting shall be transacted at such special meeting. Each of the Board of Directors, the President and Secretary of the Corporation shall have the maximum power and authority permitted by the MGCL with respect to the establishment of the date of any special meeting of stockholders, the establishment of the record date for stockholders entitled to vote thereat, the imposition of conditions on the conduct of any special meeting of stockholders and all other matters relating to the call, conduct, adjournment or postponement of any special meeting, regardless of whether the meeting was convened by the Board of Directors, the President, the stockholders of the Corporation or otherwise.

ARTICLE VI

Provisions Defining, Limiting and Regulating Powers

Section 6.1. The following provisions are hereby adopted for the purposes of defining, limiting and regulating the powers of the Corporation and the directors and stockholders, subject, however, to any provisions, conditions and restrictions hereafter authorized pursuant to Article IV hereof:

(a) The Board of Directors of the Corporation is empowered to authorize the issuance from time to time of shares of its stock of any class, whether now or hereafter authorized, and securities convertible into shares of its stock of any class, whether now or hereafter authorized, for such consideration as the Board of Directors may deem advisable, and without any action by the stockholders.

(b) No holder of any stock or any other securities of the Corporation, whether now or hereafter authorized, shall have any preemptive right to subscribe for or purchase any stock or any other securities of the Corporation other than such, if any, as the Board of Directors, in its sole discretion, may determine and at such price or prices and upon such other terms as the Board of Directors, in its sole discretion, may fix; and any stock or other securities which the Board of Directors may determine to offer for subscription may, as the Board of Directors in its sole discretion shall determine, be offered to the holders of any class, series or type of stock or other securities at the time outstanding to the exclusion of the holders of any or all other classes, series or types of stock or other securities at the time outstanding.

(c) The Board of Directors of the Corporation shall, consistent with applicable law, have power in its sole discretion to determine from time to time in accordance with sound accounting practice or other reasonable valuation methods what constitutes annual or other net profits, earnings, surplus, or net assets in excess of capital; to fix and vary from time to time the amount to be reserved as working capital, or determine that retained earnings or surplus shall remain in the hands of the Corporation; to set apart out of any finds of the Corporation such reserve or reserves in such amount or amounts and for such proper purpose or purposes as it shall determine and to abolish any such reserve or any part thereof; to distribute and pay distributions or dividends in stock, cash or other securities or property, out of surplus or any other funds or amounts legally available therefor, at such times and to the stockholders of record on such dates as it may, from time to time, determine.

Section 6.2. Notwithstanding any provision of law requiring any action to be taken or approved by the affirmative vote of stockholders entitled to cast a greater number of votes, except as may otherwise be specifically provided elsewhere in the Charter or the Bylaws, any such action shall be effective and valid if declared advisable by the Board of Directors and taken or approved by the affirmative vote of stockholders entitled to cast a majority of all the votes entitled to be cast on the matter.

Section 6.3. No directors shall be disqualified from voting or acting on behalf of the Corporation in contracting with any other corporation in which he may be a director, officer or stockholder, nor shall any director of the Corporation be disqualified from voting or acting in its behalf by reason of any personal interest.

Section 6.4. The Board of Directors shall have power to determine from time to time whether and to what extent and at what times and places and under what conditions and regulations the books, records, accounts and documents of the Corporation, or any of them, shall be open to inspection by stockholders, except as otherwise provided by law or by the Bylaws; and except as so provided no stockholder shall have any right to inspect any book, record, account or document of the Corporation unless authorized to do so by resolution of the Board of Directors.

Section 6.5. The enumeration and definition of particular powers of the Board of Directors included in the foregoing shall in no way be limited or restricted by reference to or inference from the terms of any other clause of this or any other Article of the Charter of the Corporation, or construed as or deemed by inference or otherwise in any manner to exclude or limit any powers conferred upon the Board of Directors under the General Laws of the State of Maryland now or hereafter in force.

ARTICLE VII

Board of Directors

Section 7.1. (a) The Corporation shall have ten directors, which number may be increased or decreased from time to time in such lawful manner as the Bylaws of the Corporation shall provide, but shall never be less than the minimum number permitted by the General Laws of the State of Maryland, as now or hereafter in force.

(b) At the annual meeting of stockholders of the Corporation held in 2017, the successors to the directors whose terms expire at the annual meeting of stockholders in 2017 shall be elected to serve until the next annual meeting of stockholders and until their successors are duly elected and qualify; at the annual meeting of stockholders of the Corporation held in 2018, the successors to the directors whose terms expire at the annual meeting of stockholders in 2018 shall be elected to serve until the next annual meeting of stockholders and until their successors are duly elected and qualify; and beginning with the annual meeting of stockholders in 2019, all directors shall be elected to serve until the next annual meeting of stockholders and until their successors are duly elected and qualify.

(c) Except as provided by law with respect to directors elected by stockholders of a class or series, any director or the entire Board of Directors may be removed for cause, by the affirmative vote of the holders of not less than 80% of the voting power of all Voting Stock (as defined below) then outstanding, voting together as a single class. Subject to such removal, or the death, resignation or retirement of a director, a director shall hold office until the annual meeting of the stockholders for the year in which such director’s term expires and until a successor shall be elected and qualified, except as provided in Section 7.1(d) hereof.

(d) Except as provided by law with respect to directors elected by stockholders of a class or series, a vacancy on the Board of Directors which results from the removal of a director may be filled by the affirmative vote of the holders of not less than 80% of the voting power of the then outstanding Voting Stock, voting together as a single class, and a vacancy which results from any such removal or from any other cause may be filled by a majority of the remaining directors, whether or not sufficient to constitute a quorum. Any director so elected by the Board of Directors shall hold office until the next annual meeting of stockholders and until his successor is elected and qualifies and any director so elected by the stockholders shall hold office for the remainder of the term of the removed director. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

(e) Except to the extent prohibited by law or limited by the Charter or the Bylaws, the Board of Directors shall have the power (which, to the extent exercised, shall be exclusive) to fix the number of directors and to establish the rules and procedures that govern the internal affairs of the Board of Directors and nominations for director, including without limitation the vote required for any action by the Board of Directors, and that from time to time shall affect the directors' power to manage the business and affairs of the Corporation and no Bylaw shall be adopted by the stockholders which shall modify the foregoing.

Section 7.2. Advance notice of stockholder nominations for the election of directors and of the proposal of business by stockholders shall be given in the manner provided in the Bylaws of the Corporation, as amended and in effect from time to time. Unless and except to the extent that the Bylaws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

ARTICLE VIII

Bylaws

Section 8.1. The Bylaws may contain any provision for the regulation and management of the affairs of the Corporation not inconsistent with law or the provisions of the Charter. Without limiting the foregoing, to the maximum extent permitted by the MGCL from time to time, the Corporation may in its Bylaws confer upon the Board of Directors powers and authorities in addition to those set forth in the Charter and in addition to those expressly conferred upon the Board of Directors by statute as long as such powers and authorities are not inconsistent with the provisions of the Charter.

Section 8.2. Except as provided in the Charter, the Bylaws may be altered or repealed and new Bylaws may be adopted (a) subject to Section 7.1(e), at any annual or special meeting of stockholders, by the affirmative vote of the holders of a majority of the voting power of all shares of the Corporation entitled to vote generally in the election of directors (the "Voting Stock") then outstanding, voting together as a single class; provided, however, that any proposed alteration or repeal of, or the adoption of any Bylaw inconsistent with, Sections 2, 8 or 11 of Article I of the Bylaws, with Section 1, 2 or 3 of Article II of the Bylaws, or Article X of the Bylaws or this sentence, by the stockholders shall require the affirmative vote of the holders of at least 80% of the voting power of all Voting Stock then outstanding, voting together as a single

class; and provided, further, however, that in the case of any such stockholder action at a special meeting of stockholders, notice of the proposed alteration, repeal or adoption of the new Bylaw or Bylaws must be contained in the notice of such special meeting, or (b) by the affirmative vote of a majority of the total number of directors which the Corporation would have if there were no vacancies on the Board.

ARTICLE IX

Amendment of Charter

Section 9.1. The Corporation reserves the right to adopt, repeal, rescind, alter or otherwise amend in any respect any provision contained in this Charter, including but not limited to, any amendments changing the terms or contract rights of any class of its stock by classification, reclassification or otherwise, and all rights now or hereafter conferred on stockholders are granted subject to this reservation. Any amendment of the Charter shall be valid and effective if such amendment shall have been authorized by the affirmative vote at a meeting of the stockholders duly called for such purpose of a majority of the total number of shares outstanding and entitled to vote thereon, except that the affirmative vote of the holders of at least 80% of the Voting Stock then outstanding, voting together as a single class, at a meeting of the stockholders duly called for such purpose shall be required to alter, amend, adopt any provision inconsistent with or repeal Article V, Article VII, Section 8.2 of Article VIII, or this Article IX of the Charter.

ARTICLE X

Limited Liability; Indemnification

Section 10.1. To the fullest extent permitted by Maryland statutory or decisional law, as amended or interpreted, no director or officer of the Corporation shall be personally liable to the Corporation or its stockholders for money damages. No amendment of the Charter of the Corporation or repeal of any of its provisions shall limit or eliminate the benefits provided to directors and officers under this provision with respect to any act or omission which occurred prior to such amendment or repeal or with respect to any cause of action, suit or claim that, but for this Section 10.1 of this Article X, would accrue or arise, prior to such amendment or repeal.

Section 10.2. The Corporation shall indemnify (a) its directors and officers, whether serving the Corporation or, at its request, any other entity, to the fullest extent required or permitted by the General Laws of the State of Maryland now or hereafter in force, including the advance of expenses under the procedures and to the fullest extent permitted by law and (b) other employees and agents to such extent as shall be authorized by the Board of Directors or the Corporation's Bylaws and be permitted by law. The foregoing rights of indemnification shall not be exclusive of any other rights to which those seeking indemnification may be entitled. The Board of Directors may take such action as is necessary to carry out these indemnification provisions and is expressly empowered to adopt, approve and amend from time to time such bylaws, resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law. No amendment of the Charter, or of any such bylaw, resolution or contract, or repeal of any of their provisions shall limit or eliminate the right to indemnification provided hereunder or thereunder with respect to acts or omissions occurring prior to such amendment or repeal.

ARTICLE XI

Duration

Section 11.1. The duration of the Corporation shall be perpetual.

THIRD: The amendment to and restatement of the charter as hereinabove set forth have been duly advised by the Board of Directors and approved by the stockholders of the Corporation as required by law.

FOURTH: The current address of the principal office of the Corporation is as set forth in Article II of the foregoing amendment and restatement of the charter.

FIFTH: The name and address of the Corporation's current resident agent is as set forth in Article II of the foregoing amendment and restatement of the charter.

SIXTH: The number of directors of the Corporation is as set forth in Article VII of the foregoing amendment and restatement of the charter. The names of the directors currently in office are as follows:

Richard L. Clemmer; Robert P. DeRodes; Deborah A. Farrington; Michael D. Hayford; Kurt P. Kuehn; Linda Fayne Levinson; Frank R. Martire; Matthew A. Thompson; Gregory R. Blank; Chinh E. Chu

SEVENTH: The undersigned officer of the Corporation acknowledges these Articles of Amendment and Restatement to be the corporate act of the Corporation and as to all matters or facts required to be verified under oath, the undersigned officer acknowledges that, to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

- Signature Page Follows -

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment and Restatement to be signed in its name and on its behalf by its Executive Vice President, General Counsel and Secretary and attested to by its Assistant Secretary on this 18th day of June, 2019.

ATTEST:

/s/ Chanda Kirchner
Name: Chanda Kirchner
Title: Assistant Secretary

NCR CORPORATION:

By: /s/ James M. Bedore
Name: James M. Bedore
Title: Executive Vice President,
General Counsel and Secretary

EXHIBIT A

SERIES A CONVERTIBLE PREFERRED STOCK

PAR VALUE $0.01

OF

NCR CORPORATION

Under a power contained in the charter (the "Charter") of NCR Corporation, a Maryland corporation (the "Company"), the Board of Directors of the Company classified and designated 2,909,975 shares (the "Shares") of the Preferred Stock, $0.01 par value per share (as defined in the Charter), as shares of Series A Convertible Preferred Stock, liquidation preference $1,000 per share ("Series A Preferred Stock"), with the following preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications and terms and conditions of redemption set forth below, which upon any restatement of the Charter, shall be deemed to be part of Article IV of the Charter, with any necessary or appropriate changes to the enumeration or lettering of sections or subsections hereof:

SECTION 1. Classification and Number of Shares. The shares of such series of Preferred Stock shall be classified as "Series A Convertible Preferred Stock" (the "Series A Preferred Stock"). The number of authorized shares constituting the Series A Preferred Stock shall be 2,909,975. That number from time to time may be increased or decreased (but not below the number of shares of Series A Preferred Stock then outstanding) by (a) further resolution duly adopted by the Board, or any duly authorized committee thereof, and (b) the filing of articles supplementary pursuant to the provisions of the MGCL stating that such increase or decrease, as applicable, has been so authorized. The Company shall not have the authority to issue fractional shares of Series A Preferred Stock.

SECTION 2. Ranking. The Series A Preferred Stock will rank, with respect to dividend rights and rights on the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company:

(a) on a parity basis with each other class or series of Capital Stock of the Company now existing or hereafter authorized, classified or reclassified, the terms of which expressly provide that such class or series ranks on a parity basis with the Series A Preferred Stock as to dividend rights and rights on the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company (such Capital Stock, "Parity Stock");

(b) junior to each other class or series of Capital Stock of the Company now existing or hereafter authorized, classified or reclassified, the terms of which expressly provide that such class or series ranks senior to the Series A Preferred Stock as to dividend rights and rights on the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company (such Capital Stock, "Senior Stock"); and

(c) senior to the Common Stock and each other class or series of Capital Stock of the Company now existing or hereafter authorized, classified or reclassified, the terms of which do not expressly provide that such class or series ranks on a parity basis with or senior to the Series A Preferred Stock as to dividend rights and rights on the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company (such Capital Stock, "Junior Stock").

SECTION 3. Definitions. As used herein with respect to Series A Preferred Stock:

"50% Beneficial Ownership Requirement" has the meaning set forth in the Investment Agreement.

"Accrued Dividend Record Date" has the meaning set forth in Section 4(e).

"Accrued Dividends" means, as of any date, with respect to any share of Series A Preferred Stock, all Dividends that have accrued on such share pursuant to Section 4(b), whether or not declared, but that have not, as of such date, been paid.

"Affiliate" means, as to any Person, any other Person that, directly or indirectly, controls, or is controlled by, or is under common control with, such Person; provided, however, (i) that the Company and its Subsidiaries shall not be deemed to be Affiliates of any Purchaser Party or any of its Affiliates, (ii) portfolio companies in which any Purchaser Party or any of its Affiliates has an investment (whether as debt or equity) shall not be deemed an Affiliate of such Purchaser Party and (iii) the Excluded Blackstone Parties shall not be deemed to be Affiliates of any Purchaser Party, the Company or any of the Company's Subsidiaries. For this purpose, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

"Articles Supplementary" means these Articles Supplementary classifying the Series A Preferred Stock.

"Base Amount" means, with respect to any share of Series A Preferred Stock, as of any date of determination, the sum of (a) the Liquidation Preference and (b) the Base Amount Accrued Dividends with respect to such share as of such date.

"Base Amount Accrued Dividends" means, with respect to any share of Series A Preferred Stock, as of any date of determination, (a) if a Dividend Payment Date has occurred since the issuance of such share, the Accrued Dividends with respect to such share as of the Dividend Payment Date immediately preceding such date of determination (taking into account the payment of Dividends, if any, on or with respect to such Dividend Payment Date) or (b) if no Dividend Payment Date has occurred since the issuance of such share, zero.

Any Person shall be deemed to "beneficially own", to have "beneficial ownership" of, or to be "beneficially owning" any securities (which securities shall also be deemed "beneficially owned" by such Person) that such Person is deemed to "beneficially own" within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act; provided that any Person shall be deemed to beneficially own any securities that such Person has the right to acquire, whether or not such right is exercisable within sixty (60) days or thereafter (including assuming conversion of all Series A Preferred Stock, if any, owned by such Person to Common Stock).

"Board" has the meaning set forth in the recitals above.

"close of business" means 5:00 p.m. (New York City time).

"Business Day" means any weekday that is not a day on which banking institutions in New York, New York are authorized or required by law, regulation or executive order to be closed.

"Bylaws" means the Amended and Restated Bylaws of the Company, as amended and as may be amended from time to time.

"Capital Stock" means, with respect to any Person, any and all shares of, interests in, rights to purchase, warrants to purchase, options for, participations in or other equivalents of or interests in (however designated) stock issued by such Person.

"Cash Dividend" has the meaning set forth in Section 4(c).

"Change of Control" means (i) prior to the earlier of the (x) Initial Redemption Date or (y) the date that is 91 days after the date of repayment, defeasance, satisfaction, cancellation, termination or other permanent discharge in full of the Credit Agreement and the Indentures (the "Relevant Change of Control Date"), the occurrence of one of the following:

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), is or becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of a majority of the total voting power of the Voting Stock of the Company, other than as a result of a transaction in which (1) the holders of securities that represented 100% of the Voting Stock of the Company immediately prior to such transaction are substantially the same as the holders of securities that represent a majority of the Voting Stock of the surviving Person or its Parent Entity immediately after such transaction and (2) the holders of securities that represented 100% of the Voting Stock of the Company immediately prior to such transaction own directly or indirectly Voting Stock of the surviving Person or its Parent Entity in substantially the same proportion to each other as immediately prior to such transaction; or

(b) the merger or consolidation of the Company with or into another Person or the merger of another Person with or into the Company, or the sale of all or substantially all the assets of the Company (determined on a consolidated basis) to another Person, other than a transaction following which (1) in the case of a merger or consolidation transaction, holders of securities that represented 100% of the Voting Stock of the Company immediately prior to such transaction (or other securities into which such securities are converted as part of such merger or consolidation transaction) own directly or indirectly at least a majority of the voting power of the Voting Stock of the surviving Person in such merger or consolidation transaction immediately after such transaction, and (2) in the case of a sale of all or substantially all of the assets of the Company, other than to a Subsidiary or a Person that becomes a Subsidiary of the Company, or

(ii) on or after the Relevant Change of Control Date, the occurrence of one of the following:

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), is or becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of a majority of the total voting power of the Voting Stock of the Company, other than as a result of a transaction in which (1) the holders of securities that represented 100% of the Voting Stock of the Company immediately prior to such transaction are substantially the same as the holders of securities that represent a majority of the Voting Stock of the surviving Person or its Parent Entity immediately following such transaction and (2) the holders of securities that represented 100% of the Voting Stock of the Company immediately prior to such transaction own directly or indirectly Voting Stock of the surviving Person or its Parent Entity in substantially the same proportion to each other as immediately prior to such transaction;

(b) the merger or consolidation of the Company with or into another Person or the merger of another Person with or into the Company, or the sale, transfer or lease of all or substantially all the assets of the Company (determined on a consolidated basis), whether in a single transaction or a series of transactions, to another Person, or any recapitalization, reclassification or other transaction in which all or substantially all of the Common Stock is exchanged for or converted into cash, securities or other property, other than a transaction following which (1) in the case of a merger or consolidation transaction, holders of securities that represented 100% of the Voting Stock of the Company immediately prior to such transaction (or other securities into which such securities are converted as part of such merger or consolidation transaction) own directly or indirectly at least a majority of the voting power of the Voting Stock of the surviving Person in such merger or consolidation transaction immediately after such transaction, and (2) in the case of a sale, transfer or lease of all or substantially all of the assets of the Company, other than to a Subsidiary or a Person that becomes a Subsidiary of the Company; or

(c) any transaction or series of transactions by which the Company or any successor or Parent Entity thereto is organized outside the United States of America.

"Change of Control Effective Date" has the meaning set forth in Section 9(c).

"Change of Control Purchase Date" means, with respect to each share of Series A Preferred Stock, the date on which the Company makes the payment in full of the Change of Control Purchase Price for such share to the Holder thereof.

"Change of Control Purchase Price" has the meaning set forth in Section 9(a).

"Change of Control Put" has the meaning set forth in Section 9(a).

"Change of Control Put Deadline" has the meaning set forth in Section 9(c)(i).

"Charter" has the meaning set forth in the recitals above.

"Closing Price" of the Common Stock on any date of determination means the closing sale price or, if no closing sale price is reported, the last reported sale price, of the shares

of the Common Stock on the NYSE on such date. If the Common Stock is not traded on the NYSE on any date of determination, the Closing Price of the Common Stock on such date of determination means the closing sale price as reported in the composite transactions for the principal United States securities exchange or automated quotation system on which the Common Stock is so listed or quoted, or, if no closing sale price is reported, the last reported sale price on the principal United States securities exchange or automated quotation system on which the Common Stock is so listed or quoted, or if the Common Stock is not so listed or quoted on a United States securities exchange or automated quotation system, the last quoted bid price for the Common Stock in the over-the-counter market as reported by OTC Markets Group Inc. or any similar organization, or, if that bid price is not available, the market price of the Common Stock on that date as determined by an Independent Financial Advisor retained by the Company for such purpose.

"Common Stock" has the meaning set forth in the recitals above.

"Company" has the meaning set forth in the recitals above.

"Constituent Person" has the meaning set forth in Section 12(a).

"Conversion Agent" means the Transfer Agent acting in its capacity as conversion agent for the Series A Preferred Stock, and its successors and assigns.

"Conversion Date" has the meaning set forth in Section 8(a).

"Conversion Notice" has the meaning set forth in Section 8(a).

"Conversion Price" means, for each share of Series A Preferred Stock, a dollar amount equal to $1,000 divided by the Conversion Rate.

"Conversion Rate" means, for each share of Series A Preferred Stock, 33.333 shares of Common Stock, subject to adjustment as set forth herein.

"Credit Agreement" has the meaning set forth in the Investment Agreement.

"Current Market Price" per share of Common Stock, as of any date of determination, means the arithmetic average of the VWAP per share of Common Stock for each of the ten (10) consecutive full Trading Days ending on the Trading Day immediately preceding such day, appropriately adjusted to take into account the occurrence during such period of any event described in Section 11.

"Designated Redemption Date" means (i) any date within the three (3) month period commencing on and immediately following the Initial Redemption Date and (ii) any date within the three (3) month period commencing on and immediately following each successive third anniversary of the Initial Redemption Date.

"Distributed Property" has the meaning set forth in Section 11(a)(iv).

"Distribution Transaction" means any transaction by which a Subsidiary of the Company ceases to be a Subsidiary of the Company by reason of the distribution of such Subsidiary's equity securities to holders of Common Stock, whether by means of a spin-off, split-off, redemption, reclassification, exchange, stock dividend, share distribution, rights offering or similar transaction.

"Dividend" has the meaning set forth in Section 4(a).

"Dividend Payment Date" means March 10, June 10, September 10 and December 10 of each year, commencing on the later of (i) March 10, 2016 and (ii) the first such date to occur following the Original Issuance Date (the "Initial Dividend Payment Date"); provided that if any such Dividend Payment Date is not a Business Day, then the applicable Dividend shall be payable on the next Business Day immediately following such Dividend Payment Date, without any interest.

"Dividend Payment Period" means (i) in respect of any share of Series A Preferred Stock issued on the Original Issuance Date, the period from and including the Original Issuance Date to but excluding the Initial Dividend Payment Date and, subsequent to the Initial Dividend Payment Date, the period from and including any Dividend Payment Date to but excluding the next Dividend Payment Date, and (ii) for any share of Series A Preferred Stock issued subsequent to the Original Issuance Date, the period from and including the Issuance Date of such share to but excluding the next Dividend Payment Date and, subsequently, in each case the period from and including any Dividend Payment Date to but excluding the next Dividend Payment Date.

"Dividend Rate" means 5.5%, or, to the extent and during the period with respect to which such rate has been adjusted as provided in Sections 4(d), Section 9(i) or Section 10(e), such adjusted rate.

"Dividend Record Date" has the meaning set forth in Section 4(e).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Property" has the meaning set forth in Section 12(a).

"Excluded Blackstone Parties" has the meaning set forth in the Investment Agreement.

"Expiration Date" has the meaning set forth in Section 11(a)(iii).

"Fair Market Value" means, with respect to any security or other property, the fair market value of such security or other property as reasonably determined in good faith by a majority of the Board, or an authorized committee thereof, (i) after consultation with an Independent Financial Advisor, as to any security or other property with a Fair Market Value of less than $50,000,000, or (ii) otherwise using an Independent Financial Advisor to provide a valuation opinion.

"Fall-Away of Purchaser Board Rights" has the meaning set forth in the Investment Agreement.

"Governmental Authority" means any government, court, regulatory or administrative agency, commission, arbitrator or authority or other legislative, executive or judicial governmental entity (in each case including any self-regulatory organization), whether federal, state or local, domestic, foreign or multinational.

"Holder" means a Person in whose name the shares of the Series A Preferred Stock are registered, which Person shall be treated by the Company, Transfer Agent, Registrar, paying agent and Conversion Agent as the absolute owner of the shares of Series A Preferred Stock for the purpose of making payment and settling conversions and for all other purposes; provided that, to the fullest extent permitted by law, no Person that has received shares of Series A Preferred Stock in violation of the Investment Agreement shall be a Holder, the Transfer Agent, Registrar, paying agent and Conversion Agent, as applicable, shall not, unless directed otherwise by the Company, recognize any such Person as a Holder and the Person in whose name the shares of the Series A Preferred Stock were registered immediately prior to such transfer shall remain the Holder of such shares.

"Implied Quarterly Dividend Amount" means, with respect to any share of Series A Preferred Stock, as of any date, the product of (a) the Base Amount of such share on the first day of the applicable Dividend Payment Period (or in the case of the first Dividend Payment Period for such share, as of the Issuance Date of such share) multiplied by (b) one fourth of the Dividend Rate applicable on such date.

"Indebtedness" means (a) all obligations of the Company or any of its Subsidiaries for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of the Company or any of its Subsidiaries evidenced by bonds, debentures, notes or similar instruments, (c) all letters of credit and letters of guaranty in respect of which the Company or any of its Subsidiaries is an account party, (d) all securitization or similar facilities of the Company or any of its Subsidiaries and (e) all guarantees by the Company or any of its Subsidiaries of any of the foregoing.

"Indebtedness Agreement" means any agreement, document or instrument governing or evidencing any Indebtedness of the Company or its Subsidiaries.

"Indentures" has the meaning set forth in the Investment Agreement.

"Independent Financial Advisor" means an accounting, appraisal, investment banking firm or consultant of nationally recognized standing; provided, however, that such firm or consultant is (i) not an Affiliate of the Company and (ii) so long as the Purchasers meet the 50% Beneficial Ownership Requirement, is reasonably acceptable to the Purchasers.

"Initial Redemption Date" means March 16, 2024.

"Investment Agreement" means that certain Investment Agreement between the Company and the Purchasers dated as of November 11, 2015, as it may be amended, supplemented or otherwise modified from time to time, with respect to certain terms and conditions concerning, among other things, the rights of and restrictions on the Holders.

"Issuance Date" means, with respect to any share of Series A Preferred Stock, the date of issuance of such share.

"Junior Stock" has the meaning set forth in Section 2(c).

"Liquidation Preference" means, with respect to any share of Series A Preferred Stock, as of any date, $1,000 per share.

"Mandatory Conversion" has the meaning set forth in Section 7(a).

"Mandatory Conversion Date" has the meaning set forth in Section 7(a).

"Mandatory Conversion Price" means $54.00, as adjusted pursuant to the provisions of Section 11(a).

"Market Disruption Event" means any of the following events:

(a) any suspension of, or limitation imposed on, trading of the Common Stock by any exchange or quotation system on which the Closing Price is determined pursuant to the definition of the term "Closing Price" (the "Relevant Exchange") during the one-hour period prior to the close of trading for the regular trading session on the Relevant Exchange (or for purposes of determining the VWAP per share of Common Stock, any period or periods aggregating one half-hour or longer during the regular trading session on the relevant day) and whether by reason of movements in price exceeding limits permitted by the Relevant Exchange as to securities generally, or otherwise relating to the Common Stock or options contracts relating to the Common Stock on the Relevant Exchange; or

(b) any event that disrupts or impairs (as determined by the Company in its reasonable discretion) the ability of market participants during the one-hour period prior to the close of trading for the regular trading session on the Relevant Exchange (or for purposes of determining the VWAP per share of Common Stock, any period or periods aggregating one half-hour or longer during the regular trading session on the relevant day) in general to effect transactions in, or obtain market values for, the Common Stock on the Relevant Exchange or to effect transactions in, or obtain market values for, options contracts relating to the Common Stock on the Relevant Exchange.

"MGCL" has the meaning set forth in the recitals above.

"Notice of Mandatory Conversion" has the meaning set forth in Section 7(b).

"Notice of Redemption" has the meaning set forth in Section 10(b).

"NYSE" means the New York Stock Exchange.

"Officer's Certificate" means a certificate signed by the Chief Executive Officer, the Chief Financial Officer or the Secretary of the Company.

"open of business" means 9:00 a.m. (New York City time).

"Original Issuance Date" and "Original Issuance Time" mean the date and time, respectively, of closing pursuant to the Investment Agreement.

"Parent Entity" means, with respect to any Person, any other Person of which such first Person is a direct or indirect wholly owned Subsidiary.

"Parity Stock" has the meaning set forth in Section 2(a).

"Permitted Transferee" means, with respect to any Person, (i) any Affiliate of such Person, (ii) any successor entity of such Person and (iii) with respect to any Person that is an investment fund, vehicle or similar entity, any other investment fund, vehicle or similar entity of which such Person or an Affiliate, advisor or manager of such Person serves as the general partner, manager or advisor.

"Person" means any individual, corporation, estate, partnership, joint venture, association, joint-stock company, limited liability company, trust, unincorporated organization or any other entity.

"PIK Dividend" has the meaning set forth in Section 4(c).

"Preferred Stock" has the meaning set forth in the recitals above.

"Purchasers" has the meaning set forth in the Investment Agreement.

"Purchaser Designee" means an individual nominated by the Board as a "Purchaser Designee" for election to the Board pursuant to Section 5.10(a) or Section 5.10(d) of the Investment Agreement.

"Purchaser Parties" means the Purchasers and each Permitted Transferee of the Purchasers to whom shares of Series A Preferred Stock or Common Stock are transferred pursuant to Section 5.08(b)(i) of the Investment Agreement.

"Record Date" means, with respect to any dividend, distribution or other transaction or event in which the holders of the Common Stock have the right to receive any cash, securities or other property or in which the Common Stock is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of holders of the Common Stock entitled to receive such cash, securities or other property (whether such date is fixed by the Board or by statute, contract or otherwise).

"Redemption Date" means, with respect to each share of Series A Preferred Stock, the date on which the Company makes the payment in full in cash of the Redemption Price for such share to the Holder of such share.

"Redemption Right" has the meaning set forth in Section 10(a).

"Redemption Price" has the meaning set forth in Section 10(a).

"Registrar" means the Transfer Agent acting in its capacity as registrar for the Series A Preferred Stock, and its successors and assigns.

"Relevant Exchange" has the meaning set forth in the definition of the term "Market Disruption Event".

"Reorganization Event" has the meaning set forth in Section 12(a).

"Satisfaction of the Indebtedness Obligations" means, in connection with any Change of Control, (i) the payment in full in cash of all principal, interest, fees and all other amounts due or payable in respect of any Indebtedness of the Company or any of its Subsidiaries (including in respect of any penalty or premium) that is required to be prepaid, repaid, redeemed, repurchased or otherwise retired as a result of or in connection with such Change of Control or in order for the Series A Preferred Stock not to constitute or be deemed as "indebtedness", "disqualified stock", "disqualified capital stock", "disqualified equity interests", or similar instruments, however denominated, under the terms of any Indebtedness Agreement, (ii) the cancellation or termination, or if permitted by the terms of such Indebtedness, cash collateralization, of any letters of credit or letters of guaranty that are required to be cancelled or

terminated or cash collateralized as a result of or in connection with such Change of Control or in order for the Series A Preferred Stock not to constitute or be deemed as "indebtedness", "disqualified stock", "disqualified capital stock", "disqualified equity interests", or similar instruments, however denominated, under the terms of any Indebtedness Agreement, (iii) compliance with any requirement to effect an offer to purchase any bonds, debentures, notes or other instruments of Indebtedness as a result of or in connection with such Change of Control or in order for the Series A Preferred Stock not to constitute or be deemed as "indebtedness", "disqualified stock", "disqualified capital stock", "disqualified equity interests", or similar instruments, however denominated, under the terms of any Indebtedness Agreement, and the purchase of any such instruments tendered in such offer and the payment in full of any other amounts due or payable in connection with such purchase and (iv) the termination of any lending commitments required to be terminated as a result of or in connection with such Change of Control or in order for the Series A Preferred Stock not to constitute or be deemed as "indebtedness", "disqualified stock", "disqualified capital stock", "disqualified equity interests", or similar instruments, however denominated, under the terms of any Indebtedness Agreement.

"SDAT" has the meaning set forth in the recitals above.

"Senior Stock" has the meaning set forth in Section 2(b).

"Series A Preferred Stock" has the meaning set forth in Section 1.

"Specified Contract Terms" means the covenants, terms and provisions of any indenture, credit agreement or any other agreement, document or instrument evidencing, governing the rights of the holders of or otherwise relating to any Indebtedness of the Company or any of its Subsidiaries.

"Subsidiary", when used with respect to any Person, means any corporation, limited liability company, partnership, association, trust or other entity of which (i) securities or other ownership interests representing more than 50% of the ordinary voting power (or, in the case of a partnership, more than 50% of the general partnership interests) or (ii) sufficient voting rights to elect at least a majority of the board of directors or other governing body are, as of such date, owned by such Person or one or more Subsidiaries of such Person or by such Person and one or more Subsidiaries of such Person.

"Trading Day" means a Business Day on which the Relevant Exchange is scheduled to be open for business and on which there has not occurred a Market Disruption Event.

"Transfer Agent" means the Person acting as Transfer Agent, Registrar and paying agent and Conversion Agent for the Series A Preferred Stock, and its successors and assigns. The Transfer Agent initially shall be Wells Fargo Bank, N. A.

"Trigger Event" has the meaning set forth in Section 11(a)(vii).

"Voting Stock" means (i) with respect to the Company, the Common Stock, the Series A Preferred Stock and any other Capital Stock of the Company having the right to vote generally in any election of directors of the Board and (ii) with respect to any other Person, all Capital Stock of such Person having the right to vote generally in any election of directors of the board of directors of such Person or other similar governing body.

"VWAP" per share of Common Stock on any Trading Day means the per share volume-weighted average price as displayed under the heading Bloomberg VWAP on Bloomberg (or, if Bloomberg ceases to publish such price, any successor service reasonably chosen by the Company) page "NCR <equity> AQR" (or its equivalent successor if such page is not available) in respect of the period from the open of trading on the relevant Trading Day until the close of trading on such Trading Day (or if such volume-weighted average price is unavailable, the market price of one share of Common Stock on such Trading Day determined, using a volume-weighted average method, by an Independent Financial Advisor retained for such purpose by the Company).

SECTION 4. Dividends. (a) Holders shall be entitled to receive dividends of the type and in the amount determined as set forth in this Section 4 (such dividends, "Dividends").

(b) Accrual of Dividends. Dividends on each share of Series A Preferred Stock (i) shall accrue on a daily basis from and including the Issuance Date of such share, whether or not declared and whether or not the Company has assets legally available to make payment thereof, at a rate equal to the Dividend Rate as further specified below and (ii) shall be payable quarterly in arrears, if, as and when authorized by the Board, or any duly authorized committee thereof, and declared by the Company, to the extent not prohibited by law, on each Dividend Payment Date, commencing on the first Dividend Payment Date following the Issuance Date of such share. The amount of Dividends accruing with respect to any share of Series A Preferred Stock

for any day shall be determined by dividing (x) the Implied Quarterly Dividend Amount as of such day by (y) the actual number of days in the Dividend Payment Period in which such day falls; provided that if during any Dividend Payment Period any Accrued Dividends in respect of one or more prior Dividend Payment Periods are paid, then after the date of such payment the amount of Dividends accruing with respect to any share of Series A Preferred Stock for any day shall be determined by dividing (x) the Implied Quarterly Dividend Amount (recalculated to take into account such payment of Accrued Dividends) by (y) the actual number of days in such Dividend Payment Period. The amount of Dividends payable with respect to any share of Series A Preferred Stock for any Dividend Payment Period shall equal the sum of the daily Dividend amounts accrued in accordance with the prior sentence of this Section 4(b) with respect to such share during such Dividend Payment Period. For the avoidance of doubt, for any share of Series A Preferred Stock with an Issuance Date that is not a Dividend Payment Date, the amount of Dividends payable with respect to the initial Dividend Payment Period for such share shall equal the product of (A) the daily accrual determined as specified in the prior sentence, assuming a full Dividend Payment Period in accordance with the definition of such term, and (B) the number of days from and including such Issuance Date to but excluding the next Dividend Payment Date.

(c) Payment of Dividend. (x) With respect to the first sixteen (16) Dividend Payment Dates, the Company will issue, to the extent permitted by applicable law, as a dividend in kind, additional duly authorized, validly issued and fully paid and nonassessable shares of Series A Preferred Stock (any Dividend or portion of a Dividend paid in the manner provided in this clause, a "PIK Dividend") having value (as determined in accordance with the immediately following sentence) equal to the amount of Accrued Dividends during such Dividend Payment Period and (y) with respect to any Dividend Payment Date occurring after the sixteenth (16th) Dividend Payment Date, the Company will pay, to the extent permitted by applicable law, in its sole discretion, Dividends (i) in cash (any Dividend or portion of a Dividend paid in cash, a "Cash Dividend"), if, as and when authorized by the Board, or any duly authorized committee thereof, and declared by the Company, (ii) as a PIK Dividend or (iii) through a combination of either of the foregoing; provided that (A) Cash Dividend payments shall be aggregated per Holder and shall be made to the nearest cent (with $.005 being rounded upward) and (B) if the Company pays a PIK Dividend, no fractional shares of Series A Preferred Stock shall be issued to any Holder (after taking into account all shares of Series A Preferred Stock held by such Holder) and in lieu of any such fractional share, the Company shall pay to such Holder, at the Company's option, either (1) an amount in cash equal to the applicable fraction of a share of Series A Preferred Stock multiplied by the Liquidation Preference per share of Series A Preferred Stock or (2) one additional whole share of Series A Preferred Stock. In the event that the Company pays a PIK Dividend, each share of Series A Preferred Stock paid in connection

therewith shall have a deemed value for such purpose equal to the Liquidation Preference per share of Series A Preferred Stock, and the number of additional shares of Series A Preferred Stock issuable to Holders in connection with the payment of a PIK Dividend will be, with respect to each share of Series A Preferred Stock, and without limiting the proviso above concerning fractional shares, the number (or fraction) obtained from the quotient of (1) the amount of the applicable PIK Dividend per share of Series A Preferred Stock divided by (2) the Liquidation Preference per share of Series A Preferred Stock. Accrued Dividends in respect of any prior Dividend Payment Periods may be paid on any date (whether or not such date is a Dividend Payment Date) if, as and when authorized by the Board, or any duly authorized committee thereof as declared by the Company.

(d) Arrearages. If the Company fails to declare and pay a full Dividend on the Series A Preferred Stock on any Dividend Payment Date, then any Dividends otherwise payable on such Dividend Payment Date on the Series A Preferred Stock shall continue to accrue and cumulate at a Dividend Rate of 8.0% per annum, payable quarterly in arrears on each Dividend Payment Date, for the period from and including the first Dividend Payment Date (or the Issuance Date, as applicable) upon which the Company fails to pay a full Dividend on the Series A Preferred Stock through but not including the latest of the day upon which the Company pays in accordance with Section 4(c) all Dividends on the Series A Preferred Stock that are then in arrears. Dividends shall accumulate from the most recent date through which Dividends shall have been paid, or, if no Dividends have been paid, from the Issuance Date.

(e) Record Date. The record date for payment of Dividends that are declared and paid on any relevant Dividend Payment Date will be the close of business on the first (1st) day of the calendar month which contains the relevant Dividend Payment Date (each, a "Dividend Record Date"), and the record date for payment of any Accrued Dividends that were not declared and paid on any relevant Dividend Payment Date will be the close of business on the date that is established by the Board, or a duly authorized committee thereof, as such, which will not be more than forty-five (45) days prior to the date on which such Dividends are paid (each, an "Accrued Dividend Record Date"), in each case whether or not such day is a Business Day.

(f) Priority of Dividends. So long as any shares of Series A Preferred Stock remain outstanding, unless full dividends on all outstanding shares of Series A Preferred Stock have been declared and paid, including any accrued and unpaid dividends on the Series A Preferred Stock that are then in arrears, or have been or contemporaneously are declared and a sum sufficient for the payment of those dividends has been or is set aside for the benefit of the Holders, the Company may not declare any dividend on, or make any distributions relating to, Junior Stock or Parity Stock, or redeem, purchase, acquire (either directly or through any Subsidiary) or make a liquidation payment relating to, any Junior Stock or Parity Stock, other than:

(i) purchases, redemptions or other acquisitions of shares of Junior Stock in connection with any employment contract, benefit plan or other similar arrangement with or for the benefit of current or former employees, officers, directors or consultants;

(ii) purchases of Junior Stock through the use of the proceeds of a substantially contemporaneous sale of other shares of Junior Stock;

(iii) as a result of an exchange or conversion of any class or series of Parity Stock or Junior Stock for any other class or series of Parity Stock (in the case of Parity Stock) or Junior Stock (in the case of Parity Stock or Junior Stock);

(iv) purchases of fractional interests in shares of Parity Stock or Junior Stock pursuant to the conversion or exchange provisions of such Parity Stock or Junior Stock or the security being converted or exchanged;

(v) payment of any dividends in respect of Junior Stock where the dividend is in the form of the same stock or rights to purchase the same stock as that on which the dividend is being paid;

(vi) distributions of Junior Stock or rights to purchase Junior Stock;

(vii) any dividend in connection with the implementation of a shareholders' rights or similar plan, or the redemption or repurchase of any rights under any such; or

(viii) purchases of shares of Common Stock by the Company in an amount not to exceed $1,000,000,000 to be consummated within 9 months following the Original Issuance Date.

Notwithstanding the foregoing, for so long as any shares of Series A Preferred Stock remain outstanding, if dividends are not declared and paid in full upon the shares of Series A Preferred Stock and any Parity Stock, all dividends declared upon shares of Series A Preferred Stock and any Parity Stock will be declared on a proportional basis so that the amount of dividends declared per share will bear to each other the same ratio that all accrued and unpaid dividends as of the end of the most recent Dividend Payment Period per share of Series A Preferred Stock and accrued and unpaid dividends as of the end of the most recent dividend period per share of any Parity Stock bear to each other.

Subject to the provisions of this Section 4, dividends may be authorized by the Board, or any duly authorized committee thereof, and declared and paid by the Company, or any duly authorized committee thereof, on any Junior Stock and Parity Stock from time to time and the Holders will not be entitled to participate in those dividends (other than pursuant to the adjustments otherwise provided under Section 11(a) or Section 12(a), as applicable).

(g) Conversion Following a Record Date. If the Conversion Date for any shares of Series A Preferred Stock is prior to the close of business on a Dividend Record Date or an Accrued Dividend Record Date, the Holder of such shares will not be entitled to any dividend in respect of such Dividend Record Date or Accrued Dividend Record Date, as applicable, other than through the inclusion of Accrued Dividends as of the Conversion Date in the calculation under Section 6(a) or Section 7(a), as applicable. If the Conversion Date for any shares of Series A Preferred Stock is after the close of business on a Dividend Record Date or an Accrued Dividend Record Date but prior to the corresponding payment date for such dividend, the Holder of such shares as of such Dividend Record Date or Accrued Dividend Record Date, as applicable, shall be entitled to receive such dividend, notwithstanding the conversion of such shares prior to the applicable Dividend Payment Date; provided that the amount of such dividend shall not be included for the purpose of determining the amount of Accrued Dividends under Section 6(a) or Section 7(a), as applicable, with respect to such Conversion Date.

SECTION 5. Liquidation Rights. (a) Liquidation. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, the Holders shall be entitled, out of assets legally available therefor, before any distribution or payment out of the assets of the Company may be made to or set aside for the holders of any Junior Stock, and subject to the rights of the holders of any Senior Stock or Parity Stock and the rights of the Company's existing and future creditors, to receive in full a liquidating distribution in cash and in the amount per share of Series A Preferred Stock equal to the greater of (i) the sum of (A) the Liquidation Preference plus (B) the Accrued Dividends with respect to such share of Series A Preferred Stock as of the date of such voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company and (ii) the amount such Holders would have received had such Holders, immediately prior to such voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, converted such shares of Series A Preferred Stock into Common Stock (pursuant to Section 6 without regard to any of the limitations on convertibility contained therein). Holders shall not be entitled to any further payments in the event of any such voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company other than what is expressly provided for in this Section 5 and will have no right or claim to any of the Company's remaining assets.

(b) Partial Payment. If in connection with any distribution described in Section 5(a) above, the assets of the Company or proceeds therefrom are not sufficient to pay in full the aggregate liquidating distributions required to be paid pursuant to Section 5(a) to all Holders and the liquidating distributions payable all holders of any Parity Stock, the amounts distributed to the Holders and to the holders of all such Parity Stock shall be paid pro rata in accordance with the respective aggregate liquidating distributions to which they would otherwise be entitled if all amounts payable thereon were paid in full.

(c) Merger, Consolidation and Sale of Assets Not Liquidation. For purposes of this Section 5, the sale, conveyance, exchange or transfer (for cash, shares of stock, securities or other consideration) of all or substantially all of the property and assets of the Company shall not be deemed a voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, nor shall the merger, consolidation, statutory exchange or any other business combination transaction of the Company into or with any other Person or the merger, consolidation, statutory exchange or any other business combination transaction of any other Person into or with the Company be deemed to be a voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company.

SECTION 6. Right of the Holders to Convert.

(a) Each Holder shall have the right, at such Holder's option, subject to the conversion procedures set forth in Section 8, to convert each share of such Holder's Series A Preferred Stock at any time into (i) the number of shares of Common Stock equal to the quotient of (A) the sum of the Liquidation Preference and the Accrued Dividends with respect to such share of Series A Preferred Stock as of the applicable Conversion Date divided by (B) the Conversion Price as of the applicable Conversion Date plus (ii) cash in lieu of fractional shares as set out in Section 11(i). The right of conversion may be exercised as to all or any portion of such Holder's Series A Preferred Stock from time to time; provided that, in each case, no right of conversion may be exercised by a Holder in respect of fewer than 1,000 shares of Series A Preferred Stock (unless such conversion relates to all shares of Series A Preferred Stock held by such Holder).

(b) The Company shall at all times reserve and keep available out of its authorized and unissued Common Stock, solely for issuance upon the conversion of the Series A Preferred Stock, such number of shares of Common Stock as shall from time to time be issuable upon the conversion of all the shares of Series A Preferred Stock then outstanding. Any shares of Common Stock issued upon conversion of Series A Preferred Stock shall be duly authorized, validly issued, fully paid and nonassessable.

SECTION 7. Mandatory Conversion by the Company. (a) At any time after the third anniversary of the Original Issuance Date, if the VWAP per share of Common Stock was greater than the Mandatory Conversion Price for at least thirty (30) Trading Days in any period of forty-five (45) consecutive Trading Days, the Company may elect to convert (a "Mandatory Conversion") all, but not less than all, of the outstanding shares of Series A Preferred Stock into shares of Common Stock (the date selected by the Company for any Mandatory Conversion pursuant to this Section 7(a), the "Mandatory Conversion Date"). In the case of a Mandatory Conversion, each share of Series A Preferred Stock then outstanding shall be converted into (i) the number of shares of Common Stock equal to the quotient of (A) the sum of the Liquidation Preference and the Accrued Dividends with respect to such share of Series A Preferred Stock as of the Mandatory Conversion Date divided by (B) the Conversion Price of such share in effect as of the Mandatory Conversion Date plus (ii) cash in lieu of fractional shares as set out in Section 11(i).

(b) Notice of Mandatory Conversion. If the Company elects to effect Mandatory Conversion, the Company shall, within ten (10) Business Days following the completion of the applicable forty-five (45) day Trading Period referred to in Section 7(a) above, provide notice of Mandatory Conversion to each Holder (such notice, a "Notice of Mandatory Conversion"). The Mandatory Conversion Date selected by the Company shall be no less than ten (10) Business Days and no more than twenty (20) Business Days after the date on which the Company provides the Notice of Mandatory Conversion to the Holders. The Notice of Mandatory Conversion shall state, as appropriate:

(i) the Mandatory Conversion Date selected by the Company; and

(ii) the Conversion Rate as in effect on the Mandatory Conversion Date, the number of shares of Common Stock to be issued to such Holder upon conversion of each share of Series A Preferred Stock held by such Holder and, if applicable, the amount of Accrued Dividends to be paid to such Holder upon conversion of each share of Series A Preferred Stock held by such Holder.

SECTION 8. Conversion Procedures and Effect of Conversion. (a) Conversion Procedure. A Holder must do each of the following in order to convert shares of Series A Preferred Stock pursuant to this Section 8(a):

(i) in the case of a conversion pursuant to Section 6(a), complete and manually sign the conversion notice provided by the Conversion Agent (the "Conversion Notice"), and deliver such notice to the Conversion Agent; provided that a Conversion Notice may be conditional on the completion of a Change of Control or other corporate transaction;

(ii) deliver to the Conversion Agent the certificate or certificates (if any) representing the shares of Series A Preferred Stock to be converted;

(iii) if required, furnish appropriate endorsements and transfer documents; and

(iv) if required, pay any stock transfer, documentary, stamp or similar taxes not payable by the Company pursuant to Section 21.

The foregoing clauses (ii), (iii) and (iv) shall be conditions to the issuance of shares of Common Stock to the Holders in the event of a Mandatory Conversion pursuant to Section 7 (but, for the avoidance of doubt, not to the Mandatory Conversion of the shares of Series A Preferred Stock on the Mandatory Conversion Date).

The "Conversion Date" means (A) with respect to conversion of any shares of Series A Preferred Stock at the option of any Holder pursuant to Section 6(a), the date on which such Holder complies with the procedures in this Section 8(a) (including the satisfaction of any conditions to conversion set forth in the Conversion Notice) and (B) with respect to Mandatory Conversion pursuant to Section 7(a), the Mandatory Conversion Date.

(b) Effect of Conversion. Effective immediately prior to the close of business on the Conversion Date applicable to any shares of Series A Preferred Stock, Dividends shall no longer accrue or be declared on any such shares of Series A Preferred Stock, and such shares of Series A Preferred Stock shall cease to be outstanding.

(c) Record Holder of Underlying Securities as of Conversion Date. The Person or Persons entitled to receive the Common Stock and, to the extent applicable, cash, securities or other property issuable upon conversion of Series A Preferred Stock on a Conversion Date shall be treated for all purposes as the record holder(s) of such shares of Common Stock and/or cash, securities or other property as of the close of business on such Conversion Date. As promptly as practicable on or after the Conversion Date and compliance by the applicable Holder with the relevant procedures contained in Section 8(a) (and in any event no later than three (3) Trading Days thereafter), the Company shall issue the number of whole shares of Common Stock issuable upon conversion (and deliver payment of cash in lieu of fractional shares as set out in Section 11(i)) and, to the extent applicable, any cash, securities or other property issuable thereon. Such delivery of shares of Common Stock, securities or other property shall be made, at the option of the Company, in certificated form or by book-entry. Any such certificate or certificates shall be delivered by the Company to the appropriate Holder on a book-entry basis or by mailing certificates evidencing the shares to the Holders at their respective addresses as set forth in the Conversion Notice (in the case of a conversion pursuant to Section 6(a)) or in the records of the Company (in the case of a Mandatory Conversion). In the event that a Holder shall not by written notice designate the name in which shares of Common Stock (and payments of cash in lieu of fractional shares) and, to the extent applicable, cash, securities or other property to be delivered upon conversion of shares of Series A Preferred Stock should be registered or paid, or the manner in which such shares, cash, securities or other property should be delivered, the Company shall be entitled to register and deliver such shares, securities or other property, and make such payment, in the name of the Holder and in the manner shown on the records of the Company.

(d) Status of Converted or Reacquired Shares. Shares of Series A Preferred Stock converted in accordance with these Articles Supplementary, or otherwise acquired by the Company in any manner whatsoever, shall return to the status of and constitute authorized but unissued shares of Preferred Stock, without classification as to series until such shares are once more classified as a particular series by the Board pursuant to the provisions of the Charter.

SECTION 9. Change of Control. (a) Repurchase at the Option of the Holder. Upon the occurrence of a Change of Control, each Holder of outstanding shares of Series A Preferred Stock shall have the option to require the Company to purchase (a "Change of Control Put") any or all of its shares of Series A Preferred Stock at a purchase price per share of Series A Preferred Stock, payable in cash (in the case of clause (i)) or the applicable consideration (in the case of clause (ii)), equal to the greater of (i) the Liquidation Preference of such share of Series A Preferred Stock plus the Accrued Dividends in respect of such share of Series A Preferred Stock, in each case as of the applicable Change of Control Purchase Date and (ii) the amount of cash and/or other assets such Holder would have received had such Holder, immediately prior to such Change of Control, converted such share of Series A Preferred Stock

into Common Stock (pursuant to Section 6 without regard to any of the limitations on convertibility contained therein) (the "Change of Control Purchase Price"); provided that, in each case (but, for purposes of clarity, not in the event where such holder actually converts its shares of Series A Preferred Stock into Common Stock), the Company shall only be required to pay the Change of Control Purchase Price after (i) the Satisfaction of the Indebtedness Obligations and to the extent permitted by the Specified Contract Terms and (ii) to the extent such purchase can be made out of funds legally available therefor.

(b) Initial Change of Control Notice. On or before the twentieth (20th) Business Day prior to the date on which the Company anticipates consummating a Change of Control (or, if later, promptly after the Company discovers that a Change of Control may occur), a written notice shall be sent by or on behalf of the Company to the Holders as they appear in the records of the Company, which notice shall contain the date on which the Change of Control is anticipated to be effected (or, if applicable, the date on which a Schedule TO or other schedule, form or report disclosing a Change of Control was filed).

(c) Final Change of Control Notice. Within 10 days following the effective date of the Change of Control (the "Change of Control Effective Date") (or if the Company discovers later than such date that a Change of Control has occurred, promptly following the date of such discovery), a final written notice shall be sent by or on behalf of the Company to the Holders as they appear in the records of the Company, which notice shall contain:

(i) the date by which the Holder must elect to exercise a Change of Control Put (which shall be no earlier than 30 days before the purchase date) (the "Change of Control Put Deadline");

(ii) the amount of cash and/or other consideration payable per share of Series A Preferred Stock, if such Holder elects to exercise a Change of Control Put;

(iii) a description of the payments and other actions required to be made or taken in order to effect the Satisfaction of the Indebtedness Obligations;

(iv) the purchase date for such shares (which shall be the later of (A) 61 days from the date such notice is mailed or (B) the day the Satisfaction of Indebtedness Obligations has occurred); and

(v) the instructions a Holder must follow to exercise a Change of Control Put in connection with such Change of Control.

(d) Change of Control Put Procedure. To exercise a Change of Control Put, a Holder must, no later than 5:00 p.m., New York City time, on the Change of Control Put Deadline, surrender to the Conversion Agent the certificates representing the shares of Series A Preferred Stock to be repurchased by the Company or lost stock affidavits therefor.

(e) Delivery upon Change of Control Put. Upon a Change of Control Put, after the Satisfaction of the Indebtedness Obligations and subject to Section 9(i) below, the Company (or its successor) shall deliver or cause to be delivered to the Holder by mail or wire transfer the Change of Control Purchase Price of such Holder's shares of Series A Preferred Stock.

(f) Treatment of Shares. If a Holder does not elect to effect a Change of Control Put pursuant to this Section 9 with respect to all of its shares of Series A Preferred Stock, the shares of Series A Preferred Stock held by it and not surrendered for purchase by the Company will remain outstanding until otherwise subsequently converted, redeemed, reclassified or canceled in accordance with the terms of these Articles Supplementary. From and after the Change of Control Purchase Date with respect to any share of Series A Preferred Stock for which a Holder elected to effect a Change of Control Put and that the Company has repurchased in accordance with the provisions of this Section 9, (i) Dividends shall cease to accrue on such share, (ii) such share shall no longer be deemed outstanding and (iii) all rights with respect to such share shall cease and terminate. For the avoidance of doubt, notwithstanding anything contained herein to the contrary, until a share of Series A Preferred Stock is purchased by the payment in full of the applicable Change of Control Purchase Price, such share of Series A Preferred Stock will remain outstanding and will be entitled to all of the powers, designations, preferences and other rights provided herein, including that such share (x) may be converted pursuant to Section 6 and, if not so converted, (y) shall (A) accrue Dividends and (B) entitle the Holder thereof to the voting rights provided in Section 13; provided that any such shares that are converted prior to or on the Change of Control Purchase Date in accordance with these Articles Supplementary shall not be entitled to receive any payment of the Change of Control Purchase Price.

(g) Partial Exercise of Change of Control Put. In the event that a Change of Control Put is effected with respect to shares of Series A Preferred Stock representing less than all the shares of Series A Preferred Stock held by a Holder, upon such Change of Control Put, the Company shall execute and the Transfer Agent shall countersign and deliver to such Holder, at the expense of the Company, a certificate evidencing the shares of Series A Preferred Stock held by the Holder as to which a Change of Control Put was not effected (or book-entry interests representing such shares).

(h) Redemption by the Company. In the case of a Change of Control (other than pursuant to clause (ii)(c) of the definition of such term) (provided that for purposes of this Section 9(h), the references to "a majority" in the definition of Change of Control shall be deemed to be references to "80%"), any shares of Series A Preferred Stock as to which a Change of Control Put was not exercised may be redeemed, at the option of the Company (or its successor or the acquiring or surviving Person in such Change of Control), upon not less than thirty (30) nor more than sixty (60) days' notice, which notice must be received by the affected Holders within thirty (30) days of the Change of Control Put Deadline, at a redemption price per share, payable in cash (in the case of clause (i)) or the applicable consideration (in the case of clause (ii)), equal to the greater of (i) (x) the Liquidation Preference as of the date of redemption plus (y) Accrued Dividends as of the date of redemption, plus (z) if the applicable redemption date is prior to the fifth anniversary of the first Dividend Payment Date, the amount equal to the net present value (computed using a discount rate of 10%) of the sum of all Dividends that would otherwise be payable on such share of Series A Preferred Stock on and after the applicable redemption date to and including the fifth anniversary of the first Dividend Payment Date and assuming the Company chose to pay such Dividends in cash and (ii) the amount of cash and/or other assets a Holder would have received had such Holder, immediately prior to such Change of Control, converted such share of Series A Preferred Stock into Common Stock (pursuant to Section 6 without regard to any of the limitations on convertibility contained therein). Unless the Company (or its successor or the acquiring or surviving Person in such Change of Control) defaults in making the redemption payment on the applicable redemption date, on and after the redemption date, (A) Dividends shall cease to accrue on the shares of Series A Preferred Stock so called for redemption, (B) all shares of Series A Preferred Stock called for redemption shall no longer be deemed outstanding and (C) all rights with respect to such shares of Series A Preferred Stock shall on such redemption date cease and terminate, except only the right of the Holders thereof to receive the amount payable in such redemption.

(i) Specified Contract Terms. If the Company (A) shall not have sufficient funds legally available under the MGCL to purchase all shares of Series A Preferred Stock that Holders have requested to be purchased under Section 9(a) (the "Required Number of Shares") or (B) will be in violation of Specified Contract Terms if it purchases the Required Number of Shares, the Company shall (i) purchase, pro rata among the Holders that have requested their shares be purchased pursuant to Section 9(a), a number of shares of Series A Preferred Stock with an

aggregate Change of Control Purchase Price equal to the lesser of (1) the amount legally available for the purchase of shares of Series A Preferred Stock under the MGCL and (2) the largest amount that can be used for such purchase not prohibited by Specified Contract Terms and (ii) purchase any shares of Series A Preferred Stock not purchased because of the foregoing limitations at the applicable Change of Control Purchase Price as soon as practicable after the Company is able to make such purchase out of assets legally available for the purchase of such share of Series A Preferred Stock and without violation of Specified Contract Terms. The inability of the Company (or its successor) to make a purchase payment for any reason shall not relieve the Company (or its successor) from its obligation to effect any required purchase when, as and if permitted by applicable law and Specified Contract Terms. If the Company fails to pay the Change of Control Purchase Price in full when due in accordance with this Section 9 in respect of some or all of the shares or Series A Preferred Shares to be repurchased pursuant to the Change of Control Put, the Company will pay Dividends on such shares not repurchased at a Dividend Rate equal to 8.0% per annum, accruing daily from such date until the Change of Control Purchase Price, plus all Accrued Dividends thereon, are paid in full in respect of such shares of Series A Preferred Stock. Notwithstanding the foregoing, in the event a Holder elects to exercise a Change of Control Put pursuant to this Section 9 at a time when the Company is restricted or prohibited (contractually or otherwise) from redeeming some or all of the Series A Preferred Stock subject to the Change of Control Put, the Company will use its commercially reasonable efforts to obtain the requisite consents to remove or obtain an exception or waiver to such restrictions or prohibition. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity, including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to comply with its obligations under this Section 9.

(j) Change of Control Agreements. The Company shall not enter into any agreement for a transaction constituting a Change of Control unless (i) such agreement provides for or does not interfere with or prevent (as applicable) the exercise by the Holders of their Change of Control Put in an manner that is consistent with and gives effect to this Section 9, and (ii) the acquiring or surviving Person in such Change of Control represents or covenants, in form and substance reasonably satisfactory to the Board acting in good faith, that at the closing of such Change of Control that such Person shall have sufficient funds (which may include, without limitation, cash and cash equivalents on the Company's balance sheet, the proceeds of any debt or equity financing, available lines of credit or uncalled capital commitments) to consummate such Change of Control and effect the Satisfaction of the Indebtedness Obligations and the payment of the Change of Control Put Price in respect of shares of Series A Preferred Stock that have not been converted into Common Stock prior to the Change of Control Effective Date pursuant to Section 6 or 7, as applicable.

SECTION 10. Redemption at the Option of the Holder. (a) On each Designated Redemption Date, each Holder of shares of Series A Preferred Stock shall have the right (a "Redemption Right") to require the Company to redeem any or all of the shares of Series A Preferred Stock of such Holder outstanding on such Designated Redemption Date, in each case to the extent not prohibited by law, at a redemption price, in cash, equal to the sum of (i) the Liquidation Preference of the shares of Series A Preferred Stock to be redeemed plus (ii) the Accrued Dividends with respect to such shares of Series A Preferred Stock as of the applicable Redemption Date (such price, the "Redemption Price").

(b) To exercise its Redemption Right pursuant to this Section 10 in respect of any Designated Redemption Date, a Holder must, no later than 5:00 p.m., New York City time, on the date that is 120 days prior to the Designated Redemption Date, deliver written notice thereof (a "Notice of Redemption") to the Company and the Transfer Agent and surrender to the Transfer Agent the certificates representing the shares of Series A Preferred Stock to be redeemed by the Company. On each Designated Redemption Date, the Company shall deliver or cause to be delivered to each Holder that has exercised its Redemption Right with respect to such Designated Redemption Date, by mail or wire transfer, the Redemption Price of the shares of Series A Preferred Stock in respect of which such Holder has delivered a Notice of Redemption in accordance herewith.

(c) If a Holder does not elect to exercise its Redemption Right pursuant to this Section 10 with respect to all of its shares of Series A Preferred Stock, the shares of Series A Preferred Stock held by it and not surrendered for redemption by the Company will remain outstanding until otherwise subsequently converted, redeemed, reclassified or canceled. From and after the Redemption Date with respect to any share of Series A Preferred Stock for which a Holder elected to effect a Redemption Right and the Company has redeemed in accordance with the provisions of this Section 10, (i) Dividends shall cease to accrue on such share, (ii) such share shall no longer be deemed outstanding and (iii) all rights with respect to such share shall cease and terminate. For the avoidance of doubt, notwithstanding anything contained herein to the contrary, until a share of Series A Preferred Stock is redeemed by the payment in cash in full of the applicable Redemption Price, such share of Series A Preferred Stock will remain outstanding and will be entitled to all of the powers, designations, preferences and other rights provided herein.

(d) In the event that a Redemption Right is exercised with respect to shares of Series A Preferred Stock representing less than all the shares of Series A Preferred Stock held by a Holder, upon such redemption, the Company shall execute and the Transfer Agent shall countersign and deliver to such Holder, at the expense of the Company, a certificate representing the shares of Series A Preferred Stock held by the Holder as to which a Redemption Right was not exercised (or book-entry interests representing such shares).

(e) If the Company shall not have sufficient funds legally available under the MGCL to redeem, as of any Designated Redemption Date, all shares of Series A Preferred Stock with respect to which Holders have exercised a Redemption Right pursuant to this Section 10, the Company shall redeem on such Designated Redemption Date, pro rata among the Holders that have exercised their Redemption Right, a number of shares of Series A Preferred Stock with an aggregate Redemption Price equal to the amount legally available for the redemption of shares of Series A Preferred Stock under the MGCL on such Designated Redemption Date. At such time, as soon as practicable thereafter, that the Company has sufficient funds legally available under the MGCL to redeem such shares of Series A Preferred Stock not redeemed because of the foregoing limitation at the applicable Redemption Price, the Company shall provide notice to the Holders of the availability of such funds and the Holders at that time may elect to invoke their Redemption Right pursuant to and in accordance with the provisions of this Section 10. In addition, if the Company does not make the redemption payment as of any Designated Redemption Date relating to all of the shares of Series A Preferred Stock with respect to which Holders have exercised a Redemption Right pursuant to this Section 10, the Company will pay Dividends on such shares not redeemed at a Dividend Rate equal to 8.0% per annum, accruing daily from the Designated Redemption Date until the Redemption Price, plus all Accrued Dividends thereon, are paid in full in respect of such shares of Series A Preferred Stock. The inability of the Company to make a redemption payment for any reason shall not relieve the Company from its obligation to effect any required redemption when, as and if permitted by applicable law.

SECTION 11. Anti-Dilution Adjustments. (a) Adjustments. The Conversion Rate will be subject to adjustment, without duplication, upon the occurrence of the following events, except that the Company shall not make any adjustment to the Conversion Rate if Holders of the Series A Preferred Stock participate, at the same time and upon the same terms as holders of Common Stock and solely as a result of holding shares of Series A Preferred Stock, in any transaction described in this Section 11(b), without having to convert their Series A Preferred Stock, as if they held a number of shares of Common Stock equal to the Conversion Rate multiplied by the number of shares of Series A Preferred Stock held by such Holders:

(i) The issuance of Common Stock as a dividend or distribution to all or substantially all holders of Common Stock, or a subdivision or combination of Common Stock or a reclassification of Common Stock into a greater or lesser number of shares of Common Stock, in which event the Conversion Rate shall be adjusted based on the following formula:

$CR_1 = CR_0 \times (OS_1 / OS_0)$

CR_0 = the Conversion Rate in effect immediately prior to the close of business on (i) the Record Date for such dividend or distribution, or (ii) the effective date of such subdivision, combination or reclassification

CR_1 = the new Conversion Rate in effect immediately after the close of business on (i) the Record Date for such dividend or distribution, or (ii) the effective date of such subdivision, combination or reclassification

OS_0 = the number of shares of Common Stock outstanding immediately prior to the close of business on (i) the Record Date for such dividend or distribution or (ii) the effective date of such subdivision, combination or reclassification

OS_1 = the number of shares of Common Stock that would be outstanding immediately after, and solely as a result of, the completion of such event

Any adjustment made pursuant to this clause (i) shall be effective immediately after the close of business on the Record Date for such dividend or distribution, or the effective date of such subdivision, combination or reclassification. If any such event is announced or declared but does not occur, the Conversion Rate shall be readjusted, effective as of the date the Board announces that such event shall not occur, to the Conversion Rate that would then be in effect if such event had not been declared.

(ii) The dividend, distribution or other issuance to all or substantially all holders of Common Stock of rights (other than rights, options or warrants distributed in connection with a stockholder rights plan (in which event the provisions of Section 11(a)(vii) shall apply), options or warrants entitling them to subscribe for or purchase shares of Common Stock for a period expiring forty-five (45) days or less from the date of issuance thereof, at a price per share that is less than the Current Market Price as of the Record Date for such issuance, in which event the Conversion Rate will be increased based on the following formula:

$CR_1 = CR_0 \times [(OS_0+X))] / (OS_0+Y)$

CR_0 = the Conversion Rate in effect immediately prior to the close of business on the Record Date for such dividend, distribution or issuance

CR1 = the new Conversion Rate in effect immediately following the close of business on the Record Date for such dividend, distribution or issuance

OS0 = the number of shares of Common Stock outstanding immediately prior to the close of business on the Record Date for such dividend, distribution or issuance

X = the total number of shares of Common Stock issuable pursuant to such rights, options or warrants

Y = the number of shares of Common Stock equal to the aggregate price payable to exercise such rights, options or warrants divided by the Current Market Price as of the Record Date for such dividend, distribution or issuance.

For purposes of this clause (ii), in determining whether any rights, options or warrants entitle the holders to purchase the Common Stock at a price per share that is less than the Current Market Price as of the Record Date for such dividend, distribution or issuance, there shall be taken into account any consideration the Company receives for such rights, options or warrants, and any amount payable on exercise thereof, with the value of such consideration, if other than cash, to be the Fair Market Value thereof.

Any adjustment made pursuant to this clause (ii) shall become effective immediately following the close of business on the Record Date for such dividend, distribution or issuance. In the event that such rights, options or warrants are not so issued, the Conversion Rate shall be readjusted, effective as of the date the Board publicly announces its decision not to issue such rights, options or warrants, to the Conversion Rate that would then be in effect if such dividend, distribution or issuance had not been declared. To the extent that such rights, options or warrants are not exercised prior to their expiration or shares of Common Stock are otherwise not delivered pursuant to such rights, options or warrants upon the exercise of such rights, options or warrants, the Conversion Rate shall be readjusted to the Conversion Rate that would then be in effect had the adjustments made upon the dividend, distribution or issuance of such rights, options or warrants been made on the basis of the delivery of only the number of shares of Common Stock actually delivered.

(iii) The Company or one or more of its Subsidiaries purchases Common Stock pursuant to a tender offer or exchange offer (other than an exchange offer that constitutes a Distribution Transaction subject to Section 11(a)(v)) by the Company or a Subsidiary of the Company for all or any portion of the Common Stock, or otherwise acquires Common Stock (except in an open market purchase in compliance with Rule 10b-18 promulgated under the Exchange Act or through an "accelerated share repurchase" on customary terms) (a "Covered Repurchase"), if the cash and value of any other consideration included in the payment per share of Common Stock validly tendered, exchanged or otherwise acquired through a Covered Repurchase exceeds the arithmetic average of the VWAP per share of Common Stock for each of the ten (10) consecutive full Trading Days commencing on, and including, the Trading Day next succeeding the last day on which tenders or exchanges may be made pursuant to such tender or exchange offer (as it may be amended) or shares of Common Stock are otherwise acquired through a Covered Repurchase (the "Expiration Date"), in which event the Conversion Rate shall be adjusted based on the following formula:

$CR_1 = CR_0 \times [(FMV + (SP_1 \times OS_1))] / (SP_1 \times OS_0)$

CR0 = the Conversion Rate in effect immediately prior to the close of business on the Expiration Date

CR1 = the new Conversion Rate in effect immediately after the close of business on the Expiration Date

FMV = the Fair Market Value, on the Expiration Date, of all cash and any other consideration paid or payable for all shares validly tendered or exchanged and not withdrawn, or otherwise acquired through a Covered Repurchase, as of the Expiration Date

OS0 = the number of shares of Common Stock outstanding immediately prior to the last time tenders or exchanges may be made pursuant to such tender or exchange offer (including the shares to be purchased in such tender or exchange offer) or shares are otherwise acquired through a Covered Repurchase

OS1 = the number of shares of Common Stock outstanding immediately after the last time tenders or exchanges may be made pursuant to such tender or exchange offer (after giving effect to the purchase of shares in such tender or exchange offer) or shares are otherwise acquired through a Covered Repurchase

SP1 = the arithmetic average of the VWAP per share of Common Stock for each of the ten (10) consecutive full Trading Days commencing on, and including, the Trading Day next succeeding the Expiration Date

Such adjustment shall become effective immediately after the close of business on the Expiration Date. If an adjustment to the Conversion Rate is required under this Section 11(a)(iii), delivery of any additional shares of Common Stock that may be deliverable upon conversion as a result of an adjustment required under this Section 11(a)(iii) shall be delayed to the extent necessary in order to complete the calculations provided for in this Section 11(a)(iii).

In the event that the Company or any of its Subsidiaries is obligated to purchase Common Stock pursuant to any such tender offer, exchange offer or other commitment to acquire shares of Common Stock through a Covered Repurchase but is permanently prevented by applicable law from effecting any such purchases, or all such purchases are rescinded, then the Conversion Rate shall be readjusted to be the Conversion Rate that would have been then in effect if such tender offer, exchange offer or Covered Repurchase had not been made.

Notwithstanding anything to the contrary set forth herein, no adjustment to the Conversion Rate shall be made pursuant to this Section 11(a)(iii) as a result of purchases of shares of Common Stock by the Company in an amount not to exceed $1,000,000,000 to be consummated within 9 months following the Original Issuance Date.

(iv) The Company shall, by dividend or otherwise, distribute to all or substantially all holders of its Common Stock (other than for cash in lieu of fractional shares), shares of any class of its Capital Stock, evidences of its indebtedness, assets, other property or securities, but excluding (A) dividends or distributions referred to in Section 11(a)(i) or Section 11(a)(ii) hereof, (B) Distribution Transactions as to which Section 11(a)(v) shall apply, (C) dividends or distributions paid exclusively in cash as to which Section 11(a)(vi) shall apply and (D) rights, options or warrants distributed in connection with a stockholder rights plan as to which Section 11(a)(vii) shall apply (any of such shares of its Capital Stock, indebtedness, assets or property that are not so excluded are hereinafter called the "Distributed Property"), then, in each such case the Conversion Rate shall be adjusted based on the following formula:

$CR_1 = CR_0 \times [SP_0 / (SP_0 - FMV)]$

CR_0 = the Conversion Rate in effect immediately prior to the close of business on the Record Date for such dividend or distribution

CR1 = the new Conversion Rate in effect immediately after the close of business on the Record Date for such dividend or distribution

SP0 = the Current Market Price as of the Record Date for such dividend or distribution

FMV = the Fair Market Value of the portion of Distributed Property distributed with respect to each outstanding share of Common Stock on the Record Date for such dividend or distribution; provided that, if FMV is equal or greater than SP0, then in lieu of the foregoing adjustment, the Company shall distribute to each holder of Series A Preferred Stock on the date the applicable Distributed Property is distributed to holders of Common Stock, but without requiring such holder to convert its shares of Series A Preferred Stock, in respect of each share of Series A Preferred Stock held by such holder, the amount of Distributed Property such holder would have received had such holder owned a number of shares of Common Stock equal to the Conversion Rate on the Record Date for such dividend or distribution

Any adjustment made pursuant to this clause (iv) shall be effective immediately after the close of business on the Record Date for such dividend or distribution. If any such dividend or distribution is declared but does not occur, the Conversion Rate shall be readjusted, effective as of the date the Board announces that such dividend or distribution shall not occur, to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

(v) The Company effects a Distribution Transaction, in which case the Conversion Rate in effect immediately prior to the effective date of the Distribution Transaction shall be adjusted based on the following formula:

$CR_1 = CR_0 \times [(FMV + MP_0) / MP_0]$

CR_0 = the Conversion Rate in effect immediately prior to the close of business on the effective date of the Distribution Transaction

CR1 = the new Conversion Rate in effect immediately after the close of business on the effective date of the Distribution Transaction

FMV = the arithmetic average of the volume-weighted average prices for a share of the capital stock or other interest distributed to holders of Common Stock on the principal United States securities exchange or automated quotation system on which such capital stock or other interest trades, as reported by Bloomberg (or, if Bloomberg ceases to publish such price, any successor service chosen by the Company) in respect of the period from the open of trading on the relevant Trading Day until the close of trading on such Trading Day (or if such volume-weighted average price is unavailable, the market price of one share of such capital stock or other interest on such Trading Day determined, using a volume-weighted average method, by an Independent Financial Advisor retained for such purpose by the Company), for each of the ten consecutive full Trading Days commencing with, and including, the effective date of the Distribution Transaction

MP0 = the arithmetic average of the VWAP per share of Common Stock for each of the ten (10) consecutive full Trading Days commencing on, and including, the effective date of the Distribution Transaction

Such adjustment shall become effective immediately following the close of business on the effective date of the Distribution Transaction. If an adjustment to the Conversion Rate is required under this Section 11(a)(v), delivery of any additional shares of Common Stock that may be deliverable upon conversion as a result of an adjustment required under this Section 11(a)(v) shall be delayed to the extent necessary in order to complete the calculations provided for in this Section 11(a)(v).

(vi) The Company makes a cash dividend or distribution to all or substantially all holders of the Common Stock, the Conversion Rate shall be adjusted based on the following formula:

$CR_1 = CR_0 \times [SP_0 / (SP_0 - C)]$

CR_0 = the Conversion Rate in effect immediately prior to the close of business on the Record Date for such dividend or distribution

CR1 = the new Conversion Rate in effect immediately after the close of business on the Record Date for such dividend or distribution

SP0 = the Current Market Price as of the Record Date for such dividend or distribution

C = the amount in cash per share of Common Stock the Company distributes to all or substantially all holders of its Common Stock; provided that, if C is equal or greater than SP_0, then in lieu of the foregoing adjustment, the Company shall pay to each holder of Series A Preferred Stock on the date the applicable cash dividend or distribution is made to holders of Common Stock, but without requiring such holder to convert its shares of Series A Preferred Stock, in respect of each share of Series A Preferred Stock held by such holder, the amount of cash such holder would have received had such holder owned a number of shares of Common Stock equal to the Conversion Rate on the Record Date for such dividend or distribution

Any adjustment made pursuant to this clause (vi) shall be effective immediately after the close of business on the Record Date for such dividend or distribution. If any dividend or distribution is declared but not paid, the Conversion Rate shall be readjusted, effective as of the date the Board announces that such dividend or distribution will not be paid, to the Conversion Rate that would then be in effect if such had dividend or distribution not been declared.

(vii) If the Company has a stockholder rights plan in effect with respect to the Common Stock on any Conversion Date, upon conversion of any shares of the Series A Preferred Stock, Holders of such shares will receive, in addition to the applicable number of shares of Common Stock, the rights under such rights plan relating to such Common Stock, unless, prior to such Conversion Date, the rights have (i) become exercisable or (ii) separated from the shares of Common Stock (the first of such events to occur, a "Trigger Event"), in which case, the Conversion Rate will be adjusted, effective automatically at the time of such Trigger Event, as if the Company had made a distribution of such rights to all holders of the Company Common Stock as described in Section 11(a)(ii) (without giving effect to the forty-five (45) day limit on the exercisability of rights, options or warrants ordinarily subject to such Section 11(a)(ii)), subject to appropriate readjustment in the event of the expiration, termination or redemption of such rights prior to the exercise, deemed exercise or exchange thereof. Notwithstanding the foregoing, to the extent any such stockholder rights are exchanged by the Company for shares of Common Stock or other property or securities, the Conversion Rate shall be appropriately readjusted as if such stockholder rights had not been issued, but the Company had instead issued such shares of Common Stock or other property or securities as a dividend or distribution of shares of Common Stock pursuant to Section 11(a)(i) or Section 11(a)(iv), as applicable.

To the extent that such rights are not exercised prior to their expiration, termination or redemption, the Conversion Rate shall be readjusted to the Conversion Rate that would then be in effect had the adjustments made upon the occurrence of the Trigger Event been made on the basis of the issuance of, and the receipt of the exercise price with respect to, only the number of shares of Common Stock actually issued pursuant to such rights.

Notwithstanding anything to the contrary in this Section 11(a)(vii), no adjustment shall be required to be made to the Conversion Rate with respect to any Holder which is, or is an "affiliate" or "associate" of, an "acquiring person" under such stockholder rights plan or with respect to any direct or indirect transferee of such Holder who receives Series A Preferred Stock in such transfer after the time such Holder becomes, or its affiliate or associate becomes, such an "acquiring person".

(b) Calculation of Adjustments. All adjustments to the Conversion Rate shall be calculated by the Company to the nearest 1/10,000th of one share of Common Stock (or if there is not a nearest 1/10,000th of a share, to the next lower 1/10,000th of a share). No adjustment to the Conversion Rate will be required unless such adjustment would require an increase or decrease of at least one percent of the Conversion Rate; provided, however, that any such adjustment that is not required to be made will be carried forward and taken into account in any subsequent adjustment; provided, further that any such adjustment of less than one percent that has not been made will be made upon any Conversion Date.

(c) When No Adjustment Required. (3) Except as otherwise provided in this Section 11, the Conversion Rate will not be adjusted for the issuance of Common Stock or any securities convertible into or exchangeable for Common Stock or carrying the right to purchase any of the foregoing, or for the repurchase of Common Stock.

(ii) Except as otherwise provided in this Section 11, the Conversion Rate will not be adjusted as a result of the issuance of, the distribution of separate certificates representing, the exercise or redemption of, or the termination or invalidation of, rights pursuant to any stockholder rights plans.

(iii) No adjustment to the Conversion Rate will be made:

(A) upon the issuance of any shares of Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on securities of the Company and the investment of additional optional amounts in Common Stock under any plan in which purchases are made at market prices on the date or dates of purchase, without discount, and whether or not the Company bears the ordinary costs of administration and operation of the plan, including brokerage commissions;

(B) upon the issuance of any shares of Common Stock or options or rights to purchase such shares pursuant to any present or future employee, director or consultant benefit plan or program of or assumed by the Company or any of its Subsidiaries or of any employee agreements or arrangements or programs;

(C) upon the issuance of any shares of Common Stock pursuant to any option, warrant, right, or exercisable, exchangeable or convertible security; or

(D) for a change in the par value of the Common Stock.

(d) Successive Adjustments. After an adjustment to the Conversion Rate under this Section 11, any subsequent event requiring an adjustment under this Section 11 shall cause an adjustment to each such Conversion Rate as so adjusted.

(e) Multiple Adjustments. For the avoidance of doubt, if an event occurs that would trigger an adjustment to the Conversion Rate pursuant to this Section 11 under more than one subsection hereof, such event, to the extent fully taken into account in a single adjustment, shall not result in multiple adjustments hereunder; provided, however, that if more than one subsection of this Section 11 is applicable to a single event, the subsection shall be applied that produces the largest adjustment.

(f) Reserved.

(g) Notice of Adjustments. Whenever the Conversion Rate is adjusted as provided under this Section 11, the Company shall as soon as reasonably practicable following the occurrence of an event that requires such adjustment (or if the Company is not aware of such occurrence, as soon as reasonably practicable after becoming so aware):

(i) compute the adjusted applicable Conversion Rate in accordance with this Section 11 and prepare and transmit to the Conversion Agent an Officer's Certificate setting forth the applicable Conversion Rate, the method of calculation thereof, and the facts requiring such adjustment and upon which such adjustment is based; and

(ii) provide a written notice to the Holders of the occurrence of such event and a statement in reasonable detail setting forth the method by which the adjustment to the applicable Conversion Rate was determined and setting forth the adjusted applicable Conversion Rate.

(h) Conversion Agent. The Conversion Agent shall not at any time be under any duty or responsibility to any Holder to determine whether any facts exist that may require any adjustment of the Conversion Rate or with respect to the nature or extent or calculation of any such adjustment when made, or with respect to the method employed in making the same. The Conversion Agent shall be fully authorized and protected in relying on any Officer's Certificate delivered pursuant to this Section 11(h) and any adjustment contained therein and the Conversion

Agent shall not be deemed to have knowledge of any adjustment unless and until it has received such certificate. The Conversion Agent shall not be accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock, or of any securities or property, that may at the time be issued or delivered with respect to any Series A Preferred Stock and the Conversion Agent makes no representation with respect thereto. The Conversion Agent shall not be responsible for any failure of the Company to issue, transfer or deliver any shares of Common Stock pursuant to the conversion of Series A Preferred Stock or to comply with any of the duties, responsibilities or covenants of the Company contained in this Section 11.

(i) Fractional Shares. No fractional shares of Common Stock will be delivered to the Holders upon conversion. In lieu of fractional shares otherwise issuable, the Holders will be entitled to receive, at the Company's sole discretion, either (i) an amount in cash equal to the fraction of a share of Common Stock multiplied by the Closing Price of the Common Stock on the Trading Day immediately preceding the applicable Conversion Date or (ii) one additional whole share of Common Stock. In order to determine whether the number of shares of Common Stock to be delivered to a Holder upon the conversion of such Holder's shares of Series A Preferred Stock will include a fractional share, such determination shall be based on the aggregate number of shares of Series A Preferred Stock of such Holder that are being converted on any single Conversion Date.

SECTION 12. Adjustment for Reorganization Events.

(a) Reorganization Events. In the event of:

(i) any reclassification, statutory exchange, merger, consolidation or other similar business combination of the Company with or into another Person, in each case, pursuant to which at least a majority of the Common Stock (but not the Series A Preferred Stock) is changed or converted into, or exchanged for, cash, securities or other property of the Company or another Person;

(ii) any sale, transfer, lease or conveyance to another Person of all or a majority of the property and assets of the Company, in each case pursuant to which the Common Stock (but not the Series A Preferred Stock) is converted into cash, securities or other property; or

(iii) any statutory exchange of securities of the Company with another Person (other than in connection with a merger or acquisition) or reclassification, recapitalization or reorganization of the Common Stock (but not the Series A Preferred Stock) into other securities; (each of which is referred to as a "Reorganization Event"), each share of Series A Preferred Stock outstanding immediately prior to such Reorganization Event will, without the consent of the Holders and subject to Section 12(d), remain outstanding but shall become convertible into, out of funds legally available therefor, the number, kind and amount of securities, cash and other property (the "Exchange Property") (without any interest on such Exchange Property and without any right to dividends or distribution on such Exchange Property which have a record date that is prior to the applicable Conversion Date) that the Holder of such share of Series A Preferred Stock would have received in such Reorganization Event had such Holder converted its shares of Series A Preferred Stock into the applicable number of shares of Common Stock immediately prior to the effective date of the Reorganization Event using the Conversion Rate applicable immediately prior to the effective date of the Reorganization Event and the Liquidation Preference applicable at the time of such subsequent conversion; provided that the foregoing shall not apply if such Holder is a Person with which the Company consolidated or into which the Company merged or which merged into the Company or to which such sale or transfer was made, as the case may be (any such Person, a "Constituent Person"), or an Affiliate of a Constituent Person, to the extent such Reorganization Event provides for different treatment of Common Stock held by such Persons. If the kind or amount of securities, cash and other property receivable upon such Reorganization Event is not the same for each share of Common Stock held immediately prior to such Reorganization Event by a Person (other than a Constituent Person or an Affiliate thereof), then for the purpose of this Section 12(a), the kind and amount of securities, cash and other property receivable upon conversion following such Reorganization Event will be deemed to be the weighted average of the types and amounts of consideration received by the holders of Common Stock.

(b) Successive Reorganization Events. The above provisions of this Section 12 shall similarly apply to successive Reorganization Events and the provisions of Section 11 shall apply to any shares of Capital Stock received by the holders of the Common Stock in any such Reorganization Event.

(c) Reorganization Event Notice. The Company (or any successor) shall, no less than thirty (30) days prior to the anticipated effective date of any Reorganization Event, provide written notice to the Holders of such occurrence of such event and of the kind and amount of the cash, securities or other property that constitutes the Exchange Property. Failure to deliver such notice shall not affect the operation of this Section 12.

(d) Reorganization Event Agreements. The Company shall not enter into any agreement for a transaction constituting a Reorganization Event unless (i) such agreement provides for or does not interfere with or prevent (as applicable) conversion of the Series A Preferred Stock into the Exchange Property in a manner that is consistent with and gives effect to this Section 12, and (ii) to the extent that the Company is not the surviving corporation in such Reorganization Event or will be dissolved in connection with such Reorganization Event, proper provision shall be made in the agreements governing such Reorganization Event for the conversion of the Series A Preferred Stock into stock of the Person surviving such Reorganization Event or such other continuing entity in such Reorganization Event.

SECTION 13. Voting Rights.

(a) General. Except as provided in Section 13(b) and Section 14, Holders of shares of Series A Preferred Stock shall be entitled to vote as a single class with the holders of the Common Stock and the holders of any other class or series of Capital Stock of the Company then entitled to vote with the Common Stock on all matters submitted to a vote of the holders of Common Stock (and, if applicable, holders of any other class or series of Capital Stock of the Company). Each Holder shall be entitled to the number of votes equal to the largest number of whole shares of Common Stock into which all shares of Series A Preferred Stock held of record by such Holder could then be converted pursuant to Section 6 at the record date for the determination of stockholders entitled to vote or consent on such matters or, if no such record date is established, at the date such vote or consent is taken or any written consent of stockholders is first executed. The Holders shall be entitled to notice of any meeting of holders of Common Stock in accordance with the Bylaws of the Company.

(b) Adverse Changes. The vote or consent of the Holders of at least a majority of the shares of Series A Preferred Stock outstanding at such time, voting together as a separate class, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, will be necessary for effecting or validating any of the following actions, whether or not such approval is required pursuant to the MGCL:

(i) any amendment, alteration or repeal (whether by merger, consolidation or otherwise) of any provision of the Charter (including these Articles Supplementary) or Bylaws that would have an adverse effect on the rights, preferences, privileges or voting power of the Series A Preferred Stock or the Holder thereof; and

(ii) any amendment or alteration (whether by merger, consolidation or otherwise) of, or any supplement (whether by articles supplementary or otherwise) to, the Charter or any provision thereof, or any other action to authorize, create or classify, or increase the number of authorized or issued shares of, or any securities convertible into shares of, or reclassify any security into, or issue, any Parity Stock or Senior Stock or any other class or series of Capital Stock of the Company ranking senior to, or on a parity basis with, the Series A Preferred Stock as to dividend rights or rights on the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company; provided, however, (A) that, with respect to the occurrence of any of the events set forth in clause (i) above, so long as (1) the Series A Preferred Stock remains outstanding with the terms thereof materially unchanged, or (2) the holders of the Series A Preferred Stock receive equity securities with rights, preferences, privileges and voting power substantially the same as those of the Series A Preferred Stock, then the occurrence of such event shall not be deemed to adversely affect such rights, preferences, privileges or voting power of the Series A Preferred Stock, and in such case such holders shall not have any voting rights with respect to the occurrence of any of the events set forth in clause (i) above and (B) that the authorization, creation or classification of, or the increase in the number of authorized or issued shares of, or any securities convertible into shares of, or the reclassification of any security (other than the Series A Preferred Stock) into, or the issuance of, Junior Stock will not require the vote the holders of the Series A Preferred Stock.

For purposes of this Section 13, the filing in accordance with applicable law of articles supplementary or any similar document setting forth or changing the designations, preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications or other terms of any class or series of stock of the Company shall be deemed an amendment to the Charter.

(c) Each Holder of Series A Preferred Stock will have one vote per share on any matter on which Holders of Series A Preferred Stock are entitled to vote separately as a class, whether at a meeting or by written consent.

(d) The vote or consent of the Holders of a majority of the shares of Series A Preferred Stock outstanding at such time, voting together as a single class, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, will be sufficient to waive or amend the provisions of Section 9(j) of these Articles Supplementary, and any amendment or waiver of any of the provisions of Section 9(j) approved by such percentage of the Holders shall be binding on all of the Holders.

(e) For the avoidance of doubt, the Holders of Series A Preferred Stock shall have the exclusive consent and voting rights set forth in Sections 13(b) and 14 and may take action or consent to any action with respect to such rights without a meeting by delivering a consent in writing or by electronic transmission of the Holders of the Series A Preferred Stock entitled to cast not less than the minimum number of votes that would be necessary to authorize, take or consent to such action at a meeting of stockholders.

SECTION 14. Election of Directors. Provided that the Fall-Away of Purchaser Board Rights has not occurred, at each annual meeting of the Company's stockholders at which the Company has agreed to nominate one or more Purchaser Designee for election to the Board pursuant to and in accordance with the Investment Agreement, the Holders of a majority of the then outstanding shares of Series A Preferred Stock shall have the exclusive right, voting separately as a class, to elect such Purchaser Designee(s) to the Board, irrespective of whether the Company has nominated such Purchaser Designee(s).

SECTION 15. Appraisal Rights; Preemptive Rights. Holders of the Series A Preferred Stock shall not be entitled to exercise any rights of an objecting stockholder provided for under Title 3, Subtitle 2 of the MGCL or any successor statute unless the Board, upon the affirmative vote of a majority of the Board and upon such terms and conditions as specified by the Board, shall determine that such rights apply, with respect to the Series A Preferred Stock, to one or more transactions occurring after the date of such determination in connection with which Holders would otherwise be entitled to exercise such rights. Except for the right to participate in any issuance of new equity securities by the Company, as set forth in the Investment Agreement, the Holders shall not have any preemptive rights.

SECTION 16. Term. Except as expressly provided in these Articles Supplementary, the shares of Series A Preferred Stock shall not be redeemable or otherwise mature and the term of the Series A Preferred Stock shall be perpetual.

SECTION 17. Creation of Capital Stock. Subject to Section 13(b)(ii), the Board, or any duly authorized committee thereof, without the vote of the Holders, may authorize and issue additional shares of Capital Stock of the Company.

SECTION 18. No Sinking Fund. Shares of Series A Preferred Stock shall not be subject to or entitled to the operation of a retirement or sinking fund.

SECTION 19. Transfer Agent, Conversion Agent, Registrar and Paying Agent. The duly appointed Transfer Agent, Conversion Agent, Registrar and paying agent for the Series A Preferred Stock shall be Wells Fargo Bank, N. A. The Company may, in its sole discretion, appoint any other Person to serve as Transfer Agent, Conversion Agent, Registrar or paying agent for the Series A Preferred Stock and thereafter may remove or replace such other Person at any time. Upon any such appointment or removal, the Company shall send notice thereof by first class mail, postage prepaid, to the Holders.

SECTION 20. Replacement Certificates. (a) Mutilated, Destroyed, Stolen and Lost Certificates. If physical certificates evidencing the Series A Preferred Stock are issued, the Company shall replace any mutilated certificate at the Holder's expense upon surrender of that certificate to the Transfer Agent. The Company shall replace certificates that become destroyed, stolen or lost at the Holder's expense upon delivery to the Company and the Transfer Agent of satisfactory evidence that the certificate has been destroyed, stolen or lost, together with any indemnity that may be required by the Transfer Agent and the Company.

(b) Certificates Following Conversion. If physical certificates representing the Series A Preferred Stock are issued, the Company shall not be required to issue replacement certificates representing shares of Series A Preferred Stock on or after the Conversion Date applicable to such shares. In place of the delivery of a replacement certificate following the applicable Conversion Date, the Transfer Agent, upon receipt of the satisfactory evidence and indemnity described in clause (a) above, shall deliver the shares of Common Stock issuable upon conversion of such shares of Series A Preferred Stock formerly evidenced by the physical certificate.

SECTION 21. Taxes.

(a) Transfer Taxes. The Company shall pay any and all stock transfer, documentary, stamp and similar taxes that may be payable in respect of any issuance or delivery of shares of Series A Preferred Stock or shares of Common Stock or other securities issued on account of Series A Preferred Stock pursuant hereto or certificates representing such shares or securities. The Company shall not, however, be required to pay any such tax that may be payable in respect of any transfer involved in the issuance or delivery of shares of Series A Preferred Stock, shares of Common Stock or other securities to a beneficial owner other than the beneficial owner of the of Series A Preferred Stock immediately prior to such conversion, and shall not be required to make any such issuance, delivery or payment unless and until the Person otherwise entitled to such issuance, delivery or payment has paid to the Company the amount of any such tax or has established, to the satisfaction of the Company, that such tax has been paid or is not payable.

(b) Withholding. All payments and distributions (or deemed distributions) on the shares of Series A Preferred Stock (and on the shares of Common Stock received upon their conversion) shall be subject to withholding and backup withholding of taxes to the extent required by law, subject to applicable exemptions, and amounts withheld, if any, shall be treated as received by the Holders.

SECTION 22. Notices. All notices referred to herein shall be in writing and, unless otherwise specified herein, all notices hereunder shall be deemed to have been given upon the earlier of receipt thereof or three (3) Business Days after the mailing thereof if sent by registered or certified mail (unless first class mail shall be specifically permitted for such notice under the terms of these Articles Supplementary) with postage prepaid, addressed: (i) if to the Company, to its office at NCR Corporation, 864 Spring Street NW, Atlanta, GA 30308 (Attention: General Counsel), (ii) if to any Holder, to such Holder at the address of such Holder as listed in the stock record books of the Company (which may include the records of the Transfer Agent) or (iii) to such other address as the Company or any such Holder, as the case may be, shall have designated by notice similarly given.

SECTION 23. Facts Ascertainable. When the terms of these Articles Supplementary refer to a specific agreement or other document to determine the meaning or operation of a provision hereof, the Secretary of the Company shall maintain a copy of such agreement or document at the principal executive offices of the Company and a copy thereof shall be provided free of charge to any Holder who makes a request therefor. The Secretary of the Company shall also maintain a written record of the Issuance Date, the number of shares of Series A Preferred Stock issued to a Holder and the date of each such issuance, and shall furnish such written record free of charge to any Holder who makes a request therefor.

SECTION 24. Waiver. Notwithstanding any provision in these Articles Supplementary to the contrary, any provision contained herein and any right of the Holders of Series A Preferred Stock granted hereunder may be waived as to all shares of Series A Preferred Stock (and the Holders thereof) upon the vote or written consent of the Holders of a majority of the shares of Series A Preferred Stock then outstanding.

SECTION 25. Severability. If any term of the Series A Preferred Stock set forth herein is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other terms set forth herein which can be given effect without the invalid, unlawful or unenforceable term will, nevertheless, remain in full force and effect, and no term herein set forth will be deemed dependent upon any other such term unless so expressed herein.

NCR VOYIX CORPORATION
BYLAWS
AS AMENDED AND RESTATED ON OCTOBER 16, 2023

ARTICLE I
STOCKHOLDERS

Section 1. ANNUAL MEETING. NCR Voyix Corporation (the "Corporation") shall hold annually a regular meeting of its stockholders for the election of the directors and for the transaction of general business, at such place as the Board of Directors of the Corporation (the "Board of Directors" or the "Board") shall determine. The annual meeting shall be held on the date and at the time and place set by the Board of Directors. Such annual meetings shall be general meetings, that is to say, open for the transaction of any business within the powers of the Corporation without special notice unless otherwise required by statute, by the charter of the Corporation (the "Charter") or by these Bylaws. Failure to hold an annual meeting at the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate acts. The Board of Directors, in its sole discretion, is authorized to determine that a meeting not be held at any place, but instead may be held partially or solely by means of remote communication. In accordance with these Bylaws and subject to any guidelines and procedures adopted by the Board of Directors, stockholders and proxy holders may participate and vote in any meeting of stockholders held by means of remote communication in accordance with the rules and procedures for such meeting as determined by the Board of Directors in accordance with and as permitted by Maryland law. Participation in a meeting by these means constitutes presence in person at such meeting.

Section 2. SPECIAL MEETINGS.

(a) General. The Chairman of the Board, President, Chief Executive Officer or the Board of Directors may call a special meeting of the stockholders. Subject to subsection (b) of this Section 2, a special meeting of stockholders shall also be called by the Secretary of the Corporation to act on any matter that may properly be considered at a meeting of stockholders upon the written request of stockholders entitled to cast not less than twenty-five percent of all the votes entitled to be cast at such meeting. Unless requested by the stockholders entitled to cast a majority of all the votes entitled to be cast on such matter at such meeting, a special meeting need not be called to consider any matter which is substantially the same as a matter voted on at any special meeting of stockholders held during the preceding twelve months.

(b) Stockholder Requested Special Meetings. (1) Any stockholder of record seeking to have stockholders request a special meeting shall, by sending written notice to the Secretary (the "Record Date Request Notice") by registered mail, return receipt requested, request the Board of Directors to fix a record date to determine the stockholders entitled to request a special meeting (the "Request Record Date"). The Record Date Request Notice shall set forth the purpose of the meeting and the matters proposed to be acted on at it, shall be signed by one or more stockholders of record as of the date of signature (or their agents duly authorized in a writing accompanying the Record Date Request Notice), shall bear the date of signature of each such stockholder (or such agent) and shall set forth all information relating to each such stockholder,

each individual whom the stockholder proposes to nominate for election as a director (if the special meeting is being called to remove one or more directors) and each matter proposed to be acted on at the meeting that would be required to be disclosed in connection with the solicitation of proxies for the election of directors or the election of each such individual, as applicable, in an election contest (even if an election contest is not involved), or would otherwise be required in connection with such a solicitation, in each case pursuant to Regulation 14A (or any successor provision) under the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "Exchange Act"). Upon receiving the Record Date Request Notice, the Board of Directors may fix a Request Record Date. The Request Record Date shall not precede and shall not be more than ten days after the close of business on the date on which the resolution fixing the Request Record Date is adopted by the Board of Directors. If the Board of Directors, within ten days after the date on which a valid Record Date Request Notice is received, fails to adopt a resolution fixing the Request Record Date, the Request Record Date shall be the close of business on the tenth day after the first date on which the Record Date Request Notice is received by the Secretary.

(2) In order for any stockholder to request a special meeting to act on any matter that may properly be considered at a meeting of stockholders, one or more written requests for a special meeting (collectively, the "Special Meeting Request") signed by stockholders of record (or their agents duly authorized in a writing accompanying the request) as of the Request Record Date entitled to cast not less than twenty-five percent (or, if the last sentence of Article I, Section 2(a) is applicable, a majority) of all of the votes entitled to be cast on such matter at such meeting (as applicable, the "Special Meeting Percentage") shall be delivered to the Secretary. In addition, the Special Meeting Request shall (a) set forth the purpose of the meeting and the matters proposed to be acted on at it (which shall be limited to those lawful matters set forth in the Record Date Request Notice received by the Secretary), (b) bear the date of signature of each such stockholder (or such agent) signing the Special Meeting Request, (c) set forth (i) the name and address, as they appear in the Corporation's books, of each stockholder signing such request (or on whose behalf the Special Meeting Request is signed), (ii) the class, series and number of all shares of stock of the Corporation which are owned (beneficially or of record) by such stockholder and (iii) the nominee holder for, and number of, shares of stock of the Corporation owned beneficially but not of record by such stockholder, (d) be sent to the Secretary by registered mail, return receipt requested, and (e) be received by the Secretary within 60 days after the Request Record Date. Any requesting stockholder (or agent duly authorized in a writing accompanying the revocation of the Special Meeting Request) may revoke his, her or its request for a special meeting at any time by written revocation delivered to the Secretary.

(3) The Secretary shall inform the requesting stockholders of the reasonably estimated cost of preparing and mailing or delivering the notice of the meeting (including the Corporation's proxy materials). The Secretary shall not be required to call a special meeting upon stockholder request and such meeting shall not be held unless, in addition to the documents required by paragraph (2) of this Section 2(b), the Secretary receives payment of such reasonably estimated cost prior to the preparation and mailing or delivery of such notice of the meeting.

(4) Except as provided in the next sentence, any special meeting shall be held at such place, date and time as may be designated by the Chairman of the Board, Chief Executive Officer, President or the Board of Directors, whoever has called the meeting. In the case of any special meeting called by the Secretary upon the request of stockholders (a "Stockholder Requested Meeting"), such meeting shall be held at such place, date and time as may be designated by the Board of Directors; provided, however, that the date of any Stockholder Requested Meeting shall be not more than 90 days after the record date for such meeting (the "Meeting Record Date"); and provided further that if the Board of Directors fails to designate, within ten days after the date that a valid Special Meeting Request is actually received by the Secretary (the "Delivery Date"), a date and time for a Stockholder Requested Meeting, then such meeting shall be held at 2:00 p.m. local time on the 90th day after the Meeting Record Date or, if such 90th day is not a Business Day (as defined below), on the first preceding Business Day; and provided further that in the event that the Board of Directors fails to designate a place for a Stockholder Requested Meeting within ten days after the Delivery Date, then such meeting shall be held at the principal executive office of the Corporation. In fixing a date for any special meeting, the Chairman of the Board, President, Chief Executive Officer or the Board of Directors may consider such factors as he, she or it deems relevant, including, without limitation, the nature of the matters to be considered, the facts and circumstances surrounding any request for the meeting and any plan of the Board of Directors to call an annual meeting or a special meeting. In the case of any Stockholder-Requested Meeting, if the Board of Directors fails to fix a Meeting Record Date within 30 days after the Delivery Date, then the close of business on the 30th day after the Delivery Date shall be the Meeting Record Date. The Board of Directors may revoke the notice for any Stockholder-Requested Meeting in the event that the requesting stockholders fail to comply with the provisions of paragraph (3) of this Section 2(b).

(5) If written revocations of the Special Meeting Request have been delivered to the Secretary and the result is that stockholders of record (or their agents duly authorized in writing), as of the Request Record Date, entitled to cast less than the Special Meeting Percentage have delivered, and not revoked, requests for a special meeting to the Secretary (i) if the notice of meeting has not already been delivered, the Secretary shall refrain from delivering the notice of the meeting and send to all requesting stockholders who have not revoked such requests written notice of any revocation of a request for the special meeting, or (ii) if the notice of meeting has been delivered and if the Secretary first sends to all requesting stockholders who have not revoked requests for a special meeting on a matter written notice of any revocation of a request for the special meeting and written notice of the Corporation's intention to revoke the notice of the meeting or for the chairman of the meeting to adjourn the meeting without action on the matter, (A) the Secretary may revoke the notice of the meeting at any time before ten days before the commencement of the meeting or (B) the chairman of the meeting may call the meeting to order and adjourn the meeting without acting on the matter. Any request for a special meeting received after a revocation by the Secretary of a notice of a meeting shall be considered a request for a new special meeting.

(6) The Chairman of the Board of Directors, President, Chief Executive Officer or the Board of Directors may appoint regionally or nationally recognized independent inspectors of elections to act as the agent of the Corporation for the purpose of promptly performing a ministerial review of the validity of any purported Special Meeting Request received by the Secretary. For the purpose of permitting the inspectors to perform such review, no such purported Special Meeting Request shall be deemed to have been delivered to the Secretary until the earlier of (i) five Business Days after receipt by the Secretary of such purported request and (ii) such date as the independent inspectors certify to the Corporation that valid requests have been received by

the Secretary, as of the Request Record Date, from stockholders of record entitled to cast not less than the Special Meeting Percentage. Nothing contained in this paragraph (6) shall in any way be construed to suggest or imply that the Corporation or any stockholder shall not be entitled to contest the validity of any request, whether during or after such five Business Day period, or to take any other action (including, without limitation, the commencement, prosecution or defense of any litigation with respect thereto, and the seeking of injunctive relief in such litigation).

(7) For purposes of these Bylaws, "Business Day" shall mean any day other than a Saturday, a Sunday or a day on which banking institutions in the State of New York are authorized or obligated by law or executive order to close.

Section 3. NOTICE. Written, printed or electronic notice of every annual or special meeting of the stockholders shall be given to each stockholder entitled to vote at such meeting and to each stockholder entitled to notice of but not to vote at the meeting, by leaving the notice at his or her residence or usual place of business, by mail, by presenting it to such stockholder personally, by electronic transmission or by any other means permitted by Maryland law, at least 10 days and not more than 90 days before such meeting. Notice of every meeting shall state the place, day and time of such meeting and, in the case of a special meeting or as otherwise may be required by statute, the purpose for which the meeting is called. Subject to Section 8(a) of this Article I, any business of the Corporation may be transacted at an annual meeting of stockholders without being specifically designated in the notice, except such business as is required by any statute to be stated in such notice. No business shall be transacted at a special meeting of stockholders except as specifically designated in the notice. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the stockholder at the stockholder's address as it appears on the records of the Corporation, with postage thereon prepaid. If transmitted electronically, such notice shall be deemed to be given when transmitted to the stockholder by an electronic transmission to any address or number of the stockholder at which the stockholder receives electronic transmissions. The Corporation may give a single notice to all stockholders who share an address, which single notice shall be effective as to any stockholder at such address unless such stockholder objects to receiving such single notice or revokes a prior consent to receiving such single notice. Failure to give notice of any meeting to one or more stockholders, or any irregularity in such notice, shall not affect the validity of any meeting if held at the time and place fixed in accordance with Section 1 of this Article I, or the validity of any proceedings at any such meeting. The Corporation may postpone or cancel a meeting of stockholders by making a public announcement (as defined in Section 8(c)(3)) of such postponement or cancellation prior to the meeting. Notice of the date, time and place to which the meeting is postponed shall be given not less than ten days prior to such date and otherwise in the manner set forth in this section.

Section 4. QUORUM, VOTING AND POSTPONEMENT/ADJOURNMENT. At a meeting of stockholders, the presence in person or by proxy of stockholders entitled to cast a majority of all the votes entitled to be cast at the meeting constitutes a quorum; but this sentence shall not affect any requirement under any statute, the Charter or these Bylaws for the vote necessary for the adoption of any measure. The chairman of any special or annual meeting of stockholders may adjourn or postpone the meeting from time to time, whether or not a quorum is present. No notice of the time and place of adjourned or postponed meetings need be given except as required by law. The stockholders present at a duly called meeting at which a quorum is present may continue to transact business until adjournment or postponement, notwithstanding the

withdrawal of enough stockholders to leave less than a quorum. At any such adjourned or postponed meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified. Except as required by any provision of law, the Charter or these Bylaws requiring any action to be taken or approved by the affirmative vote of a majority or more of the votes entitled to be cast, a majority of all the votes cast at a duly called special or annual meeting of stockholders at which a quorum is present shall be sufficient to approve any matter which properly comes before the meeting. A nominee for election as a director shall be elected only if such nominee receives the affirmative vote of a majority of the total votes cast for and against such nominee at a meeting of stockholders duly called and at which a quorum is present; provided, however, that directors shall be elected by a plurality of the votes cast at a meeting of stockholders duly called and at which a quorum is present for which (i) the Secretary of the Corporation receives notice that a stockholder has nominated an individual for election as a director in compliance with the requirements of (A) advance notice of stockholder nominees for director set forth in Section 8 of this Article I or (B) proxy access as set forth in Section 9 of this Article I, and (ii) such nominee has not been withdrawn by such stockholder on or before the close of business on the tenth day before the date of filing of the definitive proxy statement of the Corporation with the Securities and Exchange Commission, and, as a result of which, the number of nominees is greater than the number of directors to be elected at the meeting.

Section 5. PROXIES. A stockholder may cast the votes entitled to be cast by the holder of the shares of stock owned of record by the stockholder in person or by proxy that is (a) executed by the stockholder or by the stockholder's duly authorized agent in any manner permitted by law, (b) compliant with Maryland law and these Bylaws and (c) filed in accordance with the procedures established by the Corporation. Such proxy or evidence of authorization of such proxy shall be filed with the Corporation or its agent before or at the meeting. No proxy shall be valid more than eleven months after its date unless otherwise provided in the proxy. Any stockholder directly or indirectly soliciting proxies from other stockholders must use a proxy card color other than white, which shall be reserved for the exclusive use by the Board of Directors.

Section 6. ORGANIZATION AND CONDUCT. Every meeting of stockholders shall be conducted by an individual appointed by the Board of Directors to be chairman of the meeting or, in the absence of such appointment, by the Chairman of the Board or, in the case of a vacancy in the office or absence of the Chairman of the Board, by one of the following officers present at the meeting in the following order: the Vice Chairman of the Board, if there is one, the Chief Executive Officer, the President, the Vice Presidents in their order of rank and, within each rank, in their order of seniority, or, in the absence of such officers, a chairman of the meeting chosen by the stockholders by the vote of a majority of the votes cast by stockholders present in person or by proxy. The Secretary, or, in the Secretary's absence, an Assistant Secretary, or in the absence of both the Secretary and all of the Assistant Secretaries, a person appointed by the Board of Directors or, in the absence of such appointment, a person appointed by the chairman of the meeting shall act as secretary of the meeting. In the event that the Secretary presides at a meeting of the stockholders, an Assistant Secretary, or in the absence of all of the Assistant Secretaries, an individual appointed by the Board of Directors or the chairman of the meeting, shall record the minutes of the meeting. Even if present at the meeting, the person holding the office named herein may delegate to another person the power to act as chairman or secretary of the meeting. The order of business and all other matters of procedure at any meeting of stockholders shall be determined

by the chairman of the meeting. The chairman of the meeting may prescribe such rules, regulations and procedures and take such action as, in the discretion of the chairman and without any action by the stockholders, are appropriate for the proper conduct of the meeting, including, without limitation, (a) restricting admission to the time set for the commencement of the meeting; (b) limiting attendance at the meeting to stockholders of record of the Corporation, their duly authorized proxies and other such individuals as the chairman of the meeting may determine; (c) recognizing speakers at the meeting and determining when and for how long speakers and any individual speaker may address the meeting; (d) determining when and for how long the polls should be opened and when the polls should be closed and when announcement of the results should be made; (e) maintaining order and security at the meeting; (f) removing any stockholder or any other individual who refuses to comply with meeting procedures, rules or guidelines as set forth by the chairman of the meeting; (g) concluding a meeting or recessing or adjourning the meeting, whether or not a quorum is present to a later date and time and at a place either (i) announced at the meeting or (ii) provided at a future time through means announced at the meeting; and (h) complying with any state and local laws and regulations concerning safety and security. Unless otherwise determined by the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

Section 7. Reserved.

Section 8. ADVANCE NOTICE OF STOCKHOLDER NOMINEES FOR DIRECTOR AND OTHER STOCKHOLDER PROPOSALS.

(a) Annual Meetings of Stockholders. (1) Nominations of individuals for election to the Board of Directors and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders (i) pursuant to the Corporation's notice of meeting, (ii) by or at the direction of the Board of Directors or (iii) by any stockholder of the Corporation who was a stockholder of record at the record date set by the Board of Directors for the purpose of determining stockholders entitled to vote at the meeting, at the time of giving of notice by the stockholder as provided for in this Section 8(a) and at the time of the annual meeting (including at the time of any postponement or adjournment thereof), who, in the case of nominations, complies with the requirements of Rule 14a-19 of the Exchange Act, who is entitled to vote at the meeting in the election of each individual so nominated or on any such other business and who has complied in all respects with this Section 8(a). Compliance with the provisions of clause (iii) of the preceding sentence of this Section 8 shall be the exclusive means for a stockholder to make nominations before an annual meeting of stockholders or to submit other business (other than matters properly brought under Rule 14a-8 of the Exchange Act and included in the Corporation's notice of meeting) before an annual meeting of stockholders.

(2) Without qualification or limitation, in addition to any other applicable requirements, for nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (iii) of paragraph (a)(1) of this Section 8, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation and such other business must otherwise be a proper matter for action by the stockholders. To be timely, a stockholder's notice shall set forth all information and certifications required under this Section 8 and shall be delivered to the Secretary at the principal executive office of the Corporation not earlier than the 120th day nor later than 5:00 p.m., Eastern Time, on the 90th day prior to the first

anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is advanced or delayed by more than 30 days from the first anniversary of the date of the preceding year's annual meeting, notice by the stockholder to be timely must be so delivered not earlier than the 120th day prior to the date of such annual meeting and not later than 5:00 p.m., Eastern Time, on the later of the 90th day prior to the date of such annual meeting or the tenth day following the day on which public announcement of the date of such meeting is first made. The public announcement of a postponement or adjournment of an annual meeting shall not commence a new time period for the giving of a stockholder's notice as described above.

(3) Such stockholder's notice shall set forth

(i) as to each individual whom the stockholder proposes to nominate for election or reelection as a director, (each, a "Proposed Nominee"), all information relating to the Proposed Nominee that would be required to be disclosed in connection with the solicitation of proxies for the election of the Proposed Nominee as a director in an election contest (even if an election contest is not involved), or would otherwise be required in connection with such solicitation, in each case pursuant to Regulation 14A (or any successor provision) under the Exchange Act (including the Proposed Nominee's written consent to being named in the proxy statement as a nominee and to serving as a director if elected and, in the case of nominations, all other information required by Rule 14a-19 of the Exchange Act);

(ii) as to any business that the stockholder proposes to bring before the meeting, (A) a description of such business (including the text of any proposal), the stockholder's reasons for proposing such business at the meeting and any material interest in such business of such stockholder or any Stockholder Associated Person (as defined below), individually or in the aggregate, including any anticipated benefit to the stockholder or the Stockholder Associated Person therefrom and (B) any other information relating to such item of business that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies in support of the business proposed to be brought before the meeting pursuant to Regulation 14A (or any successor provision) of the Exchange Act;

(iii) as to the stockholder giving the notice, any Proposed Nominee and any Stockholder Associated Person,

(A) the class, series and number of all shares of stock or other securities of the Corporation or any affiliate thereof (collectively, the "Company Securities"), if any, which are owned (beneficially or of record) by such stockholder, Proposed Nominee or Stockholder Associated Person, the date on which each such Company Security was acquired and the investment intent of such acquisition, and any short interest (including any opportunity to profit or share in any benefit from any decrease in the price of such stock or other security) in any Company Securities of any such person,

(B) the nominee holder for, and number of, any Company Securities owned beneficially but not of record by such stockholder, Proposed Nominee or Stockholder Associated Person,

(C) whether and the extent to which such stockholder, Proposed Nominee or Stockholder Associated Person, directly or indirectly (through brokers, nominees or otherwise), is subject to or during the last six months has engaged in any hedging, derivative or other transaction or series of transactions or entered into any other agreement, arrangement or understanding (including any short interest, any borrowing or lending of securities or any proxy or voting agreement), the effect or intent of which is to (I) manage risk or benefit of changes in the price of Company Securities or any security of any entity that was listed in the Peer Group in the Stock Performance Graph in the most recent annual report to security holders of the Corporation (a "Peer Group Company") for such stockholder, Proposed Nominee or Stockholder Associated Person or (II) increase or decrease the voting power of such stockholder, Proposed Nominee or Stockholder Associated Person in the Corporation disproportionately to such person's economic interest in the Company Securities, and

(D) any substantial interest, direct or indirect (including, without limitation, any existing or prospective commercial, business or contractual relationship with the Corporation), by security holdings or otherwise, of such stockholder, Proposed Nominee or Stockholder Associated Person, in the Corporation, other than an interest arising from the ownership of Company Securities where such stockholder, Proposed Nominee or Stockholder Associated Person receives no extra or special benefit not shared on a *pro rata* basis by all other holders of the same class or series;

(iv) as to the stockholder giving the notice, any Stockholder Associated Person with an interest or ownership referred to in clauses (ii) or (iii) of this paragraph (3) of this Section 8(a) and any Proposed Nominee,

(A) the name and address of such stockholder, as they appear on the Corporation's stock ledger, and the current name and address, if different, of each such Stockholder Associated Person and any Proposed Nominee and

(B) the investment strategy or objective, if any, of such stockholder and each such Stockholder Associated Person who is not an individual and a copy of the prospectus, offering memorandum or similar document, if any, provided to investors or potential investors in such stockholder and each such Stockholder Associated Person;

(v) to the extent known by the stockholder giving the notice, the name and address of any other person supporting the nominee for election or reelection as a director or the proposal of other business on the date of such stockholder's notice;

(vi) if the stockholder is proposing one or more Proposed Nominees, a representation that such stockholder, Proposed Nominee or Stockholder Associated Person intends or is part of a group which intends to solicit the holders of shares representing at least 67% of the voting power of shares entitled to vote on the election of directors in support of Proposed Nominees in accordance with Rule 14a-19 of the Exchange Act; and

(vii) all other information regarding the stockholder giving the notice and each Stockholder Associated Person that would be required to be disclosed by the stockholder in connection with the solicitation of proxies for the election of directors in an election contest (even if an election contest is not involved), or would otherwise be required in connection with such a solicitation, in each case pursuant to Regulation 14A (or any successor provision) under the Exchange Act.

The Corporation may require such stockholder giving the notice, any Proposed Nominee and any Stockholder Associated Person to furnish such other information (i) as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as an independent director of the Corporation or that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee and/or (ii) as may be reasonably required for the Corporation to confirm such stockholder giving the notice, any Proposed Nominee and any Stockholder Associated Person has complied with this Section 8 and for evaluating any nomination or other business described in the stockholder's notice, including consenting to, and providing information for, the Corporation to run customary background checks on such persons. Such stockholder's notice shall, with respect to any Proposed Nominee, be accompanied by a: (i) written undertaking executed by the Proposed Nominee: (A) that such Proposed Nominee (I) is not, and will not become, a party to any agreement, arrangement or understanding with any person or entity other than the Corporation in connection with service or action as a director that has not been disclosed to the Corporation, (II) will serve as a director of the Corporation if elected and will notify the Corporation substantially concurrently with the notification to the stockholder of the Proposed Nominee's actual or potential unwillingness or inability to serve as a director and (III) does not need any permission from any third party to serve as a director of the Corporation, if elected, that has not been obtained, including any employer or any other board or governing body on which such Proposed Nominee serves; and (B) attaching a completed Proposed Nominee questionnaire (which questionnaire shall be provided by the Corporation, upon request, to the stockholder providing the notice, and shall include all information relating to the Proposed Nominee that would be required to be disclosed in connection with the solicitation of proxies for the election of the Proposed Nominee as a director in an election contest (even if an election contest is not involved), or would otherwise be required in connection with such solicitation, in each case pursuant to Regulation 14A (or any successor provision) under the Exchange Act, or would be required pursuant to the rules of any national securities exchange on which any securities of the Corporation are listed or over-the-counter market on which any securities of the Corporation are traded); and (ii) certificate executed by the stockholder certifying that such stockholder will: (A) comply with Rule 14a-19 promulgated under the Exchange Act in connection with such stockholder's solicitation of proxies in support of any Proposed Nominee; (B) notify the Corporation as promptly as practicable of any determination by the stockholder to no longer solicit proxies for the election of any Proposed Nominee as a director at the annual meeting; and (C) appear in person or by proxy at the meeting to nominate any Proposed Nominees or to bring such business before the meeting, as applicable, and acknowledges that if the stockholder does not so appear in person or by proxy at the meeting to nominate such Proposed Nominees or bring such business before the meeting, as applicable, the Corporation need not bring such Proposed Nominee or such business for a vote at such meeting and any proxies or votes cast in favor of the election of any such Proposed Nominee or of any proposal related to such other business need not be counted or considered.

(4) Notwithstanding anything in this Section 8(a) to the contrary, in the event that the number of directors to be elected to the Board of Directors is increased, and there is no public announcement of such action at least 100 days prior to the first anniversary of the date of the preceding year's annual meeting, a stockholder's notice required by this Section 8(a) shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive office of the Corporation not later than 5:00 p.m., Eastern Time, on the tenth day following the day on which such public announcement is first made by the Corporation.

(5) For purposes of this Section 8, "Stockholder Associated Person" of any stockholder means (i) any person acting in concert with such stockholder or another Stockholder Associated Person or who is otherwise a participant (as defined in Instruction 3 to Item 4 of Schedule 14A under the Exchange Act) in the solicitation, (ii) any beneficial owner of shares of stock of the Corporation owned of record or beneficially by such stockholder (other than a stockholder that is a depositary) and (iii) any Affiliate (as defined in Section 9 of this Article I) of such stockholder or such Stockholder Associated Person.

(b) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of individuals for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected only (i) by or at the direction of the Board of Directors or (ii) provided that the special meeting has been called in accordance with Section 2 of this Article I for the purpose of electing directors, by any stockholder of the Corporation who is a stockholder of record at the record date set by the Board of Directors for the purpose of determining stockholders entitled to vote at the special meeting, at the time of giving of notice provided for in this Section 8 and at the time of the special meeting (including at the time of any postponement or adjournment thereof), who is entitled to vote at the meeting in the election of each individual so nominated and who has complied in all respects with the notice procedures set forth in this Section 8. Compliance with the provisions of clause (ii) of the preceding sentence of this Section 8 and with the sentence immediately following this sentence shall be the exclusive means for a stockholder to make nominations before a special meeting of stockholders. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more individuals to the Board of Directors, any such stockholder may nominate an individual or individuals (as the case may be) for election as a director as specified in the Corporation's notice of meeting, if the stockholder's notice, containing the information and certifications required by paragraph (a)(3) of Section 8(a), shall be delivered to the Secretary at the principal executive office of the Corporation not earlier than the 120th day prior to such special meeting and not later than 5:00 p.m., Eastern Time, on the later of the 90th day prior to such special meeting or the tenth day following the day on which public announcement is first made of the date of the special meeting. The public announcement of a postponement or adjournment of a special meeting shall not commence a new time period for the giving of a stockholder's notice as described above.

(c) General. (1) If any information or certification submitted pursuant to this Section 8 by any stockholder proposing a nominee for election as a director or any proposal for other business at a meeting of stockholders, including any certification from a Proposed Nominee, shall be inaccurate in any material respect, such information or certification may be deemed not to have been provided in accordance with this Section 8. Any such stockholder shall notify the Corporation of any inaccuracy or change (within two Business Days of becoming aware of such inaccuracy or change) in any such information or certification. Upon written request by

the Secretary or the Board of Directors, any such stockholder or Proposed Nominee shall provide, within five Business Days of delivery of such request (or such other period as may be specified in such request), (i) written verification, satisfactory, in the discretion of the Board of Directors or any authorized officer of the Corporation, to demonstrate the accuracy of any information submitted by the stockholder pursuant to this Section 8, (ii) a written update of any information (including, if requested by the Corporation, written confirmation by such stockholder that it continues to intend to bring such nomination or other business proposal before the meeting and, if applicable, provide evidence acceptable to the Board of Directors that such stockholder has satisfied the requirements of Rule 14a-19(a)(3) promulgated under the Exchange Act) submitted by the stockholder pursuant to this Section 8 as of an earlier date and (iii) an updated certification by each Proposed Nominee that such individual will serve as a director of the Corporation if elected. If a stockholder or Proposed Nominee fails to provide such written verification, update or certification within such period, the information as to which such written verification, update or certification was requested may be deemed not to have been provided in accordance with this Section 8.

(2) Only such individuals who are nominated in accordance with this Section 8 shall be eligible for election by stockholders as directors, and only such business shall be conducted at a meeting of stockholders as shall have been properly brought before the meeting in accordance with this Section 8. A stockholder proposing a Proposed Nominee shall have no right to (i) nominate a number of Proposed Nominees that exceed the number of directors to be elected at the meeting or (ii) substitute or replace any Proposed Nominee unless such substitute or replacement is nominated in accordance with this Section 8 (including the timely provision of all information and certifications with respect to such substitute or replacement Proposed Nominee in accordance with the deadlines set forth in this Section 8). If the Corporation provides notice to a stockholder that the number of Proposed Nominees proposed by such stockholder exceeds the number of directors to be elected at a meeting, the stockholder must provide written notice to the Corporation within five Business Days stating the names of the Proposed Nominees that have been withdrawn so that the number of Proposed Nominees proposed by such stockholder no longer exceeds the number of directors to be elected at a meeting. If any individual who is nominated in accordance with this Section 8 becomes unwilling or unable to serve on the Board of Directors, then the nomination with respect to such individual shall no longer be valid and no votes may validly be cast for such individual. The chairman of the meeting shall have the power to determine whether a nomination or any other business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with this Section 8.

(3) Notwithstanding the foregoing provisions of this Section 8, the Corporation shall disregard any proxy authority granted in favor of, or votes for, director nominees other than the Corporation's nominees if the stockholder or Stockholder Associated Person (each, a "Soliciting Stockholder") soliciting proxies in support of such director nominees abandons the solicitation or does not (i) comply with Rule 14a-19 promulgated under the Exchange Act, including any failure by the Soliciting Stockholder to (A) provide the Corporation with any notices required thereunder in a timely manner or (B) comply with the requirements of Rule 14a-19(a)(2) and Rule 14a-19(a)(3) promulgated under the Exchange Act or (ii) timely provide sufficient evidence in the determination of the Board of Directors sufficient to satisfy the Corporation that such Soliciting Stockholder has met the requirements of Rule 14a-19(a)(3) promulgated under the Exchange Act in accordance with the following sentence. Upon request by the Corporation, if any

Soliciting Stockholder provides notice pursuant to Rule 14a-19(b) promulgated under the Exchange Act (or is not required to provide notice because the information required by Rule 14a-19(b) has been provided in a preliminary or definitive proxy statement previously filed by such Soliciting Stockholder), such Soliciting Stockholder shall deliver to the Corporation, no later than five Business Days prior to the applicable meeting, sufficient evidence in the judgment of the Board of Directors that it has met the requirements of Rule 14a-19(a)(3) promulgated under the Exchange Act.

(4) "The date of the proxy statement" shall have the same meaning as "the date of the company's proxy statement released to shareholders" as used in Rule 14a-8(e) promulgated under the Exchange Act, as interpreted by the Securities and Exchange Commission from time to time. "Public announcement" shall mean disclosure (i) in a press release reported by the Dow Jones News Service, Associated Press, Business Wire, PR Newswire or other widely circulated news or wire service or (ii) in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to the Exchange Act.

(5) Notwithstanding the foregoing provisions of this Section 8, a stockholder shall also comply with all applicable requirements of state law and of the Exchange Act with respect to the matters set forth in this Section 8. Nothing in this Section 8 shall be deemed to affect any right of a stockholder to request inclusion of a proposal in, or the right of the Corporation to omit a proposal from, the Corporation's proxy statement pursuant to Rule 14a-8 (or any successor provision) under the Exchange Act; provided, however, that any references in these Bylaws to the Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit the requirements applicable to nominations to be considered pursuant to clause (iii) of this Section 8(a)(1) or clause (ii) of the second sentence of the first paragraph of this Section 8(b). Nothing in this Section 8 shall require disclosure of revocable proxies received by the stockholder or Stockholder Associated Person pursuant to a solicitation of proxies after the filing of an effective Schedule 14A by such stockholder or Stockholder Associated Person under Section 14(a) of the Exchange Act.

(6) Pursuant to Section 9 of this Article I, the Corporation shall not be required to include a Stockholder Nominee in the Company Proxy Materials (each as defined in Section 9 of this Article I) for any annual meeting of stockholders for which meeting the Secretary of the Corporation receives a notice that an Eligible Stockholder (as defined in Section 9 of this Article I) or any other stockholder has nominated such Stockholder Nominee for election to the Board of Directors pursuant to the advance notice requirements for stockholder nominees for director set forth in this Section 8.

Section 9. PROXY ACCESS.

(a) Notwithstanding anything to the contrary in these Bylaws, whenever the Board of Directors solicits proxies with respect to the election of directors at an annual meeting of stockholders the Corporation shall, subject to the provisions of this Section 9, include in its proxy statement and related additional soliciting materials relating to the election of directors, if any (the "Company Proxy Materials") pursuant to Section 12(a) of the Exchange Act, in addition to any individuals nominated for election as a director by or at the direction of the Board of Directors, the name, together with the Required Information (as defined below), of any individual nominated for

election to the Board of Directors (each such individual being hereinafter referred to as a "Stockholder Nominee") by a stockholder or group of no more than 20 stockholders that satisfies the requirements of this Section 9 (such individual or group, including as the context requires each member thereof, being hereinafter referred to as the "Eligible Stockholder"). For purposes of this Section 9, the "Required Information" that the Corporation shall include in the Company Proxy Materials is (A) the information provided to the Secretary of the Corporation concerning the Stockholder Nominee and the Eligible Stockholder that is required to be disclosed in the Company Proxy Materials by the rules and regulations promulgated under the Exchange Act and (B) if the Eligible Stockholder so elects, a written statement in support of the Stockholder Nominee's candidacy, not to exceed 500 words, delivered to the Secretary of the Corporation at the time the Notice of Proxy Access Nomination (as defined below) required by this Section 9 is provided (the "Statement"). Notwithstanding anything to the contrary contained in this Section 9, the Corporation may omit from the Company Proxy Materials any information or Statement (or portion thereof) that the Board of Directors determines is materially false or misleading, omits to state any material fact necessary in order to make such information or Statement, in light of the circumstances under which it was provided or made, not misleading, or would violate any applicable law or regulation.

(b) To be eligible to require the Corporation to include a Stockholder Nominee in the Company Proxy Materials pursuant to this Section 9, an Eligible Stockholder must have Owned (as defined below) at least three percent of the total number of outstanding shares of common stock, par value $0.01 per share (the "Common Stock"), of the Corporation (the "Required Shares") continuously for at least three consecutive years (the "Minimum Holding Period") as of the date the Notice of Proxy Access Nomination is received by the Secretary of the Corporation in accordance with this Section 9, and must continuously Own the Required Shares through the date of such annual meeting (and any postponement or adjournment thereof). For purposes of this Section 9, an Eligible Stockholder shall be deemed to "Own" only those outstanding shares of Common Stock as to which the Eligible Stockholder possesses both (i) full voting and investment rights and (ii) the full economic interest (including the opportunity for profit from and risk of loss on); provided that the number of shares calculated in accordance with clauses (i) and (ii) shall not include any shares (A) sold by such Eligible Stockholder or any of its Affiliates (as defined below) in any transaction that has not been settled or closed, including short sales, (B) borrowed by such Eligible Stockholder or any of its Affiliates for any purpose or purchased by such Eligible Stockholder or any of its Affiliates pursuant to an agreement to resell, (C) that are subject to any option, warrant, forward contract, swap, contract of sale, other derivative or similar instrument, agreement, arrangement or understanding entered into by such stockholder or any of its Affiliates, whether any such instrument, agreement, arrangement or understanding is to be settled with shares or with cash based on the notional amount or value of outstanding shares of Common Stock, in any such case which instrument, agreement, arrangement or understanding has, or is intended to have, the purpose or effect of (1) reducing in any manner, to any extent or at any time in the future, such stockholder's or its Affiliate's full right to vote or direct the voting of any such shares and/or (2) hedging, offsetting or altering to any degree any gain or loss arising from the full economic ownership of such shares by such stockholder or its Affiliate or (D) for which the stockholder has transferred the right to vote the shares other than by means of a proxy, power of attorney or other instrument or arrangement that is unconditionally revocable at any time by the stockholder and that expressly directs the proxy holder to vote at the direction of the stockholder. In addition, an Eligible Stockholder shall be deemed to "Own" shares of Common Stock (x) held

in the name of a nominee or other intermediary so long as the stockholder retains the full right to instruct how the shares are voted with respect to the election of directors and possesses the full economic interest in the shares of Common Stock, or (y) that such Eligible Stockholder has loaned but has the power to recall from the borrower on not more than five Business Days' notice; provided that the Eligible Stockholder has in fact recalled such shares for return within at least five Business Days as of the time the Notice of Proxy Access Nomination is provided, and, once returned from the borrower, holds such shares continuously through the date of the annual meeting of stockholders (and any postponement or adjournment thereof). For purposes of this Section 9, the terms "Owned," "Owning" and other variations of the word "Own" shall have correlative meanings. Whether outstanding shares of Common Stock are "Owned" for these purposes shall be determined by the Board of Directors in its sole discretion. In addition, the term "Affiliate" or "Affiliates" shall have the meaning ascribed thereto under the Exchange Act.

(c) To be eligible to require the Corporation to include a Stockholder Nominee in the Company Proxy Materials pursuant to this Section 9, an Eligible Stockholder must provide to the Secretary of the Corporation, in proper form and within the times specified below, (i) a written notice expressly electing to have such Stockholder Nominee included in the Company Proxy Materials pursuant to this Section 9 (a "Notice of Proxy Access Nomination") and (ii) any updates or supplements to such Notice of Proxy Access Nomination. To be timely, the Notice of Proxy Access Nomination must be delivered or mailed to and received by the Secretary of the Corporation at the principal executive office of the Corporation not earlier than the 150th day nor later than 5:00 p.m., Eastern Time, on the 120th day prior to the first anniversary of the date of the proxy statement for the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting of stockholders is advanced or delayed by more than 30 days from the first anniversary of the date of the preceding year's annual meeting, the Notice of Proxy Access Nomination to be timely must be so delivered or mailed to and received by the Secretary not earlier than the 150th day prior to the date of such annual meeting and not later than 5:00 p.m., Eastern Time, on the later of the 120th day prior to the date of such annual meeting, as originally convened, or the tenth day following the day on which public announcement of the date of such annual meeting is first made. The public announcement of a postponement or an adjournment of an annual meeting shall not commence a new time for the giving of a Notice of Proxy Access Nomination as described above.

(d) To be in proper form for purposes of this Section 9, the Notice of Proxy Access Nomination delivered or mailed to and received by the Secretary shall include the following information and certifications:

(1) (A) one or more written statements from the record holder of the Required Shares (or from each intermediary through which the Required Shares are or have been held during the Minimum Holding Period and, if applicable, each participant in the Depository Trust Company ("DTC") or affiliate of a DTC participant through which the Required Shares are or have been held by such intermediary during the Minimum Holding Period if the intermediary is not a DTC participant or affiliate of a DTC participant) verifying that, as of a date within seven Business Days prior to the date the Notice of Proxy Access Nomination is delivered to or mailed to and received by the Secretary of the Corporation, the Eligible Stockholder Owns, and has Owned continuously for the Minimum Holding Period, the Required Shares, and (B) the Eligible Stockholder's agreement to provide (i) within five Business Days after the record date for the annual meeting of

stockholders, written statements from the record holder or intermediaries between the record holder and the Eligible Stockholder verifying the Eligible Stockholder's continuous Ownership of the Required Shares through the close of business on the record date, together with a written statement by the Eligible Stockholder that such Eligible Stockholder will continue to Own the Required Shares through the date of such annual meeting (and any postponement or adjournment thereof), and (ii) the updates and supplements to the Notice of Proxy Access Nomination at the times and in the forms required by this Section 9;

(2) a copy of the Schedule 14N filed or to be filed with the Securities and Exchange Commission as required by Rule 14a-18 under the Exchange Act;

(3) information that is the same as would be required to be set forth in a stockholder's notice of nomination pursuant to Section 8(a)(3) of this Article I, including the written consent of the Stockholder Nominee to being named in the Company Proxy Materials as a nominee and to serving as a director if elected;

(4) a written undertaking executed by the Stockholder Nominee (A) that such Stockholder Nominee (i) is not, and will not become, a party to any agreement, arrangement or understanding with any person or entity other than the Corporation in connection with service or action as a director of the Corporation that has not been disclosed to the Corporation and (ii) will serve as a director of the Corporation if elected and (B) attaching a completed Stockholder Nominee questionnaire (which questionnaire shall be provided by the Corporation, upon request by the Eligible Stockholder, and shall include all information relating to the Stockholder Nominee that would be required to be disclosed in connection with the solicitation of proxies for the election of the Stockholder Nominee as a director in an election contest (even if an election contest is not involved), or would otherwise be required in connection with such solicitation, in each case pursuant to Regulation 14A (or any successor provision) under the Exchange Act, or would be required pursuant to the rules of any national securities exchange on which any securities of the Corporation are listed or over-the-counter market on which any securities of the Corporation are then traded);

(5) the written agreement of the Stockholder Nominee, upon such Stockholder Nominee's election, to make such acknowledgments, enter into such agreements and provide such information as the Board of Directors requires of all directors at such time, including, without limitation, agreeing to be bound by the Corporation's code of conduct, corporate governance guidelines, insider trading policy and other similar policies and procedures;

(6) an irrevocable resignation of the Stockholder Nominee, which shall become effective upon a determination by the Board of Directors that the information provided to the Corporation by such individual pursuant to this Section 9 or pursuant to Section 8(a)(3) of this Article I was untrue in any material respect or omitted to state a material fact necessary in order to make the information, in light of the circumstances under which it was provided, not misleading;

(7) a representation that the Eligible Stockholder (A) acquired the Required Shares in the ordinary course of business and not with the intent to change or influence control of the Corporation, and that neither the Eligible Stockholder nor any Stockholder Nominee being nominated thereby presently has such intent, (B) has not nominated and will not nominate for

election to the Board of Directors at the annual meeting of stockholders (or any postponement or adjournment thereof) any individual other than the Stockholder Nominee(s) included in the Company Proxy Materials pursuant to this Section 9, (C) has not engaged and will not engage in, and has not been and will not be a "participant" in another person's, "solicitation," each within the meaning of Rule 14a-1*(l)* under the Exchange Act, in support of the election of any individual as a director at the annual meeting (or any postponement or adjournment thereof) other than such Stockholder Nominee(s) or a nominee of the Board of Directors, (D) has complied, and will comply, with all applicable laws and regulations applicable to solicitations and the use, if any, of soliciting material in connection with the annual meeting, including, without limitation, Rule 14a-9 under the Exchange Act, (E) will not distribute to any stockholder any form of proxy for the annual meeting other than the form distributed by the Corporation and (F) has not provided and will not provide any fact, statement or information in its communications with the Corporation and the stockholders that was not or will not be true, correct and complete in all material respects or which omitted or will omit to state a material fact necessary in order to make such fact, statement or information, in light of the circumstances under which they were or will be provided, not misleading;

(8) a written undertaking that the Eligible Stockholder (A) assumes all liability based, in whole or in part, on any legal or regulatory violation arising out of communications with the stockholders by the Eligible Stockholder, its Affiliates and associates or their respective agents or representatives, either before or after providing a Notice of Proxy Access Nomination pursuant to this Section 9, or out of any fact, statement or information that the Eligible Stockholder or its Stockholder Nominee(s) provided to the Corporation pursuant to this Section 9 or otherwise in connection with the inclusion of such Stockholder Nominee(s) in the Company Proxy Materials pursuant to this Section 9, and (B) indemnifies and holds harmless the Corporation and each of its directors, officers and employees against any liability, loss, damage or expense in connection with any threatened or pending action, suit or proceeding, whether legal, administrative or investigative, against the Corporation or any of its directors, officers or employees arising out of any nomination of a Stockholder Nominee or inclusion of such Stockholder Nominee in the Company Proxy Materials pursuant to this Section 9;

(9) a written description of any oral or written compensation, payment or other agreement, arrangement or understanding with any person or entity other than the Corporation under which the Stockholder Nominee is receiving or may receive compensation or payments related to service on the Board of Directors, together with a copy of any such agreement, arrangement or understanding if written;

(10) a written description of any oral or written agreement, arrangement or understanding with, or oral or written commitment or assurance to, any person or entity as to how the Stockholder Nominee, if elected as a director of the Corporation, will act or vote on any issue or question or issues or questions generally, together with a copy of any such agreement, arrangement, understanding, commitment or assurance if written; and

(11) in the case of the nomination by a group, the designation by all group members of one group member or a duly authorized representative thereof that is irrevocably authorized to act on behalf of, and to bind, all group members with respect to matters relating to the nomination, including withdrawal of the nomination.

The Corporation may also require each Stockholder Nominee and the Eligible Stockholder to furnish such other information (A) as may reasonably be required by the Corporation to determine the eligibility of such Stockholder Nominee to serve as an independent director, (B) that could be material to a stockholder's understanding of the independence or lack of independence of such Stockholder Nominee or (C) as may reasonably be required by the Corporation to determine that the Eligible Stockholder meets the criteria for qualification as an Eligible Stockholder.

(e) To be eligible to require the Corporation to include a Stockholder Nominee in the Company Proxy Materials pursuant to this Section 9, an Eligible Stockholder also must provide such updates and supplements to the Notice of Proxy Access Nomination as are necessary to ensure that the information provided or required to be provided in such Notice of Proxy Access Information pursuant to this Section 9 shall be true, correct and complete as of each of the record date for the annual meeting of stockholders and the date that is ten Business Days prior to such annual meeting or any postponement or adjournment thereof. Any such update or supplement (or a written notice stating that there is no such update or supplement) shall be delivered or mailed to and received by the Secretary at the principal executive office of the Corporation not later than 5:00 p.m., Eastern Time, on the fifth Business Day after the record date for the meeting (in the case of the update and supplement required to be made as of the record date) and not later than 5:00 p.m., Eastern Time, on the eighth Business Day prior to the date of the meeting, if practicable, or, if not practicable, on the first practicable date prior to the meeting or any postponement or adjournment thereof (in the case of the update and supplement required to be made as of ten Business Days prior to the meeting or any postponement or adjournment thereof).

(f) In the event that any fact, statement or information provided by the Eligible Stockholder or a Stockholder Nominee to the Corporation or the stockholders ceases to be true, correct and complete in all material respects or omits a material fact necessary to make such fact, statement or information, in light of the circumstances under which they were provided, not misleading, the Eligible Stockholder or Stockholder Nominee, as the case may be, shall promptly notify the Secretary of the Corporation of any related defect in such previously provided fact, statement or information and of the fact, statement or information required to correct any such defect.

(g) Whenever an Eligible Stockholder consists of a group of more than one stockholder, each provision in this Section 9 that requires the Eligible Stockholder to provide any written statements, representations, undertakings, agreements or other instruments or to comply with any other conditions shall be deemed to require each stockholder that is a member of such group to provide such statements, representations, undertakings, agreements or other instruments and to meet such other conditions (which, if applicable, shall apply with respect to the portion of the Required Shares Owned by such stockholder). When an Eligible Stockholder is comprised of a group, a violation of any provision of these Bylaws by any member of the group shall be deemed a violation by the entire group. No person may be a member of more than one group of persons constituting an Eligible Stockholder with respect to any annual meeting of stockholders. In determining the aggregate number of stockholders in a group, two or more funds that are part of the same family of funds under common management and investment control (a "Qualifying Fund Family") shall be treated as one stockholder. Not later than the deadline for delivery of the Notice of Proxy Access Nomination pursuant to this Section 9, a Qualifying Fund Family whose stock Ownership is counted for purposes of determining whether a stockholder or group of stockholders qualifies as an Eligible Stockholder shall provide to the Secretary of the Corporation such documentation as is reasonably satisfactory to the Board of Directors, in its sole discretion, that demonstrates that the funds comprising the Qualifying Fund Family satisfy the definition thereof.

(h) The maximum number of Stockholder Nominees nominated by all Eligible Stockholders and entitled to be included in the Company Proxy Materials with respect to an annual meeting of stockholders shall be the greater of (i) 25% of the number of directors up for election as of the last day on which a Notice of Proxy Access Nomination may be timely delivered pursuant to and in accordance with this Section 9 (the "Final Proxy Access Nomination Date") or, if such percentage is not a whole number, the closest whole number below such percentage or (ii) two; provided that the maximum number of Stockholder Nominees entitled to be included in the Company Proxy Materials with respect to a forthcoming annual meeting of stockholders shall be reduced by the number of individuals who were elected as directors at the immediately preceding or second preceding annual meeting of stockholders after inclusion in the Company Proxy Materials pursuant to this Section 9 and whom the Board of Directors nominates for re-election at such forthcoming annual meeting of stockholders. In the event that the Board of Directors elects to reduce the size of the Board of Directors to be elected at the annual meeting of stockholders, the maximum number of Stockholder Nominees eligible for inclusion in the Company Proxy Materials pursuant to this Section 9 shall be calculated based on the number of directors serving as so reduced. Any individual nominated by an Eligible Stockholder for inclusion in the Company Proxy Materials pursuant to this Section 9 whose nomination is subsequently withdrawn or whom the Board of Directors decides to nominate for election to the Board of Directors shall be counted as one of the Stockholder Nominees for purposes of determining when the maximum number of Stockholder Nominees eligible for inclusion in the Company Proxy Materials pursuant to this Section 9 has been reached. Any Eligible Stockholder submitting more than one Stockholder Nominee for inclusion in the Company Proxy Materials pursuant to this Section 9 shall rank such Stockholder Nominees based on the order that the Eligible Stockholder desires such Stockholder Nominees be selected for inclusion in the Company Proxy Materials in the event that the total number of Stockholder Nominees submitted by Eligible Stockholders pursuant to this Section 9 exceeds the maximum number of Stockholder Nominees eligible for inclusion in the Company Proxy Materials pursuant to this Section 9(h). In the event the number of Stockholder Nominees submitted by Eligible Stockholders pursuant to this Section 9 exceeds the maximum number of Stockholder Nominees eligible for inclusion in the Company Proxy Materials pursuant to this Section 9(h), the highest-ranking Stockholder Nominee from each Eligible Stockholder pursuant to the preceding sentence shall be selected for inclusion in the Company Proxy Materials until the maximum number of Stockholder Nominees is reached, proceeding in order of the number of shares of Common Stock (largest to smallest) disclosed as Owned by each Eligible Stockholder in the Notice of Proxy Access Nomination submitted to the Secretary of the Corporation. If the maximum number of Stockholder Nominees is not reached after the highest-ranking Stockholder Nominee from each Eligible Stockholder has been selected, this selection process shall continue as many times as necessary, following the same order each time, until the maximum number of Stockholder Nominees is reached. The Stockholder Nominees so selected in accordance with this Section 9(h) shall be the only Stockholder Nominees whom the Corporation may include in the Company Proxy Materials and, following such selection, if the Stockholder Nominees so selected are not included in the Company Proxy Materials or are not submitted for election for any reason (other than the failure of the Corporation to comply with this Section 9), no other Stockholder Nominees shall be included in the Company Proxy Materials pursuant to this Section 9.

(i) The Corporation shall not be required to include, pursuant to this Section 9, a Stockholder Nominee in the Company Proxy Materials for any annual meeting of stockholders (i) for which meeting the Secretary of the Corporation receives a notice that the Eligible Stockholder or any other stockholder has nominated one or more individuals for election to the Board of Directors pursuant to the advance notice requirements for stockholder nominees for director set forth in Section 8 of this Article I, (ii) if the Eligible Stockholder who has nominated such Stockholder Nominee has engaged in or is currently engaged in, or has been or is a "participant" in another person's, "solicitation," each within the meaning of Rule 14a-1*(l)* under the Exchange Act, in support of the election of any individual as a director at the annual meeting other than its Stockholder Nominee(s) or a nominee of the Board of Directors, (iii) if such Stockholder Nominee would not qualify as an Independent Director, (iv) if the election of such Stockholder Nominee as a director would cause the Corporation to fail to comply with these Bylaws, the charter of the Corporation, the rules and listing standards of any national securities exchange on which any securities of the Corporation are listed or over-the-counter market on which any securities of the Corporation are then traded, or any applicable state or federal law, rule or regulation or any material agreement to which the Corporation is a party, (v) if such Stockholder Nominee is or has been, within the past three years, an officer or director of a competitor, as defined in Section 8 of the Clayton Antitrust Act of 1914, (vi) if such Stockholder Nominee is a defendant in or named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses) or has been convicted or has pleaded nolo contendere in such a criminal proceeding within the past ten years, (vii) if such Stockholder Nominee is subject to any order of the type specified in Rule 506(d) of Regulation D promulgated under the Securities Act of 1933, as amended, (viii) if the Eligible Stockholder who has nominated such Stockholder Nominee or such Stockholder Nominee provides any fact, statement or information to the Corporation or the stockholders required or requested pursuant to this Section 9 that is not true, correct and complete in all material respects or that omits a material fact necessary to make such fact, statement or information, in light of the circumstances in which it was provided, not misleading, or that otherwise contravenes any of the agreements, representations or undertakings made by such Eligible Stockholder or Stockholder Nominee pursuant to this Section 9 or (ix) if the Eligible Stockholder who has nominated such Stockholder Nominee or such Stockholder Nominee fails to comply with any of its obligations pursuant to this Section 9, in each instance as determined by the Board of Directors, in its sole discretion.

(j) Notwithstanding anything to the contrary set forth herein, the Board of Directors or the chairman of the meeting shall declare a nomination by an Eligible Stockholder to be invalid, and such nomination shall be disregarded notwithstanding that proxies in respect of such vote may have been received by the Corporation, if (i) the Stockholder Nominee(s) and/or the applicable Eligible Stockholder shall have failed to comply with its or their obligations under this Section 9, as determined by the Board of Directors or the chairman of the meeting, or (ii) the Eligible Stockholder, or a qualified representative thereof, does not appear at the annual meeting of stockholders to present the nomination of the Stockholder Nominee(s) included in the Company Proxy Materials pursuant to this Section 9. For purposes of this Section 9(j), to be considered a qualified representative of a stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as its proxy at the annual meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction thereof, at such annual meeting.

(k) Any Stockholder Nominee who is included in the Company Proxy Materials for an annual meeting of stockholders but either (i) withdraws from or becomes ineligible or unavailable for election to the Board of Directors at such annual meeting or (ii) does not receive a number of "for" votes equal to at least 25% of the number of votes cast by stockholders in the election of such Stockholder Nominee at such annual meeting shall be ineligible for inclusion in the Company Proxy Materials as a Stockholder Nominee pursuant to this Section 9 for the next two annual meetings of stockholders. For the avoidance of doubt, this Section 9(k) shall not prevent any stockholder from nominating any individual to the Board of Directors pursuant to and in accordance with Section 8 of this Article I.

(l) This Section 9 provides the exclusive method for a stockholder to require the Corporation to include nominee(s) for election to the Board of Directors in the Company Proxy Materials.

Section 10. Reserved.

Section 11. CONTROL SHARE ACQUISITION ACT. The acquisition of shares of common stock of the Corporation by any existing or future stockholders or their affiliates or associates shall be exempt from all of the provisions of Subtitle 7 (entitled "Voting Rights of Certain Control Shares") of Title 3 of the Maryland General Corporation Law (the "MGCL"), as amended. This Section 11 may be repealed, in whole or in part, at any time, whether before or after an acquisition of control shares and such repeal may, to the extent provided by any successor bylaw, apply to any prior or subsequent control share acquisition.

Section 12. INSPECTORS. The Board of Directors or the chairman of the meeting may appoint, before or at the meeting, one or more inspectors for the meeting and any successor to the inspector. Except as otherwise provided by the chairman of the meeting, the inspectors, if any, shall (i) determine the number of shares of stock represented at the meeting, in person or by proxy, and the validity and effect of proxies, (ii) receive and tabulate all votes, ballots or consents, (iii) report such tabulation to the chairman of the meeting, (iv) hear and determine all challenges and questions arising in connection with the right to vote, and (v) do such acts as are proper to fairly conduct the election or vote. Each such report shall be in writing and signed by the inspector or by a majority of them if there is more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors. The report of the inspector or inspectors on the number of shares represented at the meeting and the results of the voting shall be prima facie evidence thereof.

ARTICLE II
BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the restrictions contained in the Charter and these Bylaws, the business and affairs of the Corporation shall be managed under the direction of its Board of Directors. The Board of Directors shall have the power to fix the compensation of its members and to provide for the payment of the expenses of its members in attending meetings of the Board of Directors and of any committee of the Board of Directors.

Section 2. TENURE. Subject to removal, death, resignation or retirement of a director, a director shall hold office until the annual meeting of the stockholders for the year in which such director's term expires and until a successor shall be elected and qualify, or a successor is elected as provided in Section 7.1(d) of the Charter.

Section 3. NUMBER. From time to time, the number of directors may be increased to not more than 20, or decreased to not less than the minimum number required by the MGCL, upon resolution approved by a majority of the total number of directors which the Corporation would have if there were no vacancies (the "Whole Board").

Section 4. ANNUAL MEETING. An annual meeting of the Board of Directors shall be held immediately after and at the same place as the annual meeting of stockholders, no notice other than this Bylaw being necessary. In the event such meeting is not so held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors.

Section 5. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board, Chief Executive Officer, President or by a majority of the directors then in office. The person or persons authorized to call special meetings of the Board of Directors may fix any place as the place for holding any special meeting of the Board of Directors called by them. The Board of Directors may provide, by resolution, the time and place for the holding of special meetings of the Board of Directors without other notice than such resolution.

Section 6. NOTICE. Notice of any special meeting of the Board of Directors shall be delivered personally or by telephone, electronic mail, facsimile transmission, United States mail or courier to each director at his or her business or residence address. Notice by personal delivery, telephone, electronic mail or facsimile transmission shall be given at least 24 hours prior to the meeting. Notice by United States mail shall be given at least three days prior to the meeting. Notice by courier shall be given at least two days prior to the meeting. Telephone notice shall be deemed to be given when the director or his or her agent is personally given such notice in a telephone call to which the director or his or her agent is a party. Electronic mail notice shall be deemed to be given upon transmission of the message to the electronic mail address given to the Corporation by the director. Facsimile transmission notice shall be deemed to be given upon completion of the transmission of the message to the number given to the Corporation by the director and receipt of a completed answer-back indicating receipt. Notice by United States mail shall be deemed to be given when deposited in the United States mail properly addressed, with postage thereon prepaid. Notice by courier shall be deemed to be given when deposited with or delivered to a courier properly addressed. Neither the business to be transacted at, nor the purpose of, any annual, regular or special meeting of the Board of Directors need be stated in the notice, unless specifically required by statute or these Bylaws.

Section 7. QUORUM AND VOTING. A majority of the directors then serving on the Board shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if, at any meeting of the Board of Directors, there shall be less than a quorum present, a majority of the directors present at the meeting, without further notice, may adjourn the same from time to time, until a quorum shall attend. Except as required by applicable law, or as provided in the Charter or these Bylaws, a majority of the directors present at any meeting at which a quorum is present shall decide any questions that may come before the meeting, unless the concurrence of a greater proportion is required for such action by applicable law, the Charter or these Bylaws. If enough directors have withdrawn from a meeting to leave less than a quorum, but the meeting is not adjourned, the action of the majority of that number of directors necessary to constitute a quorum at such meeting shall be the action of the Board of Directors, unless the concurrence of a greater proportion is required for such action by applicable law, the Charter or these Bylaws.

Section 8. TELEPHONE MEETINGS. Members of the Board of Directors may participate in a meeting by means of a conference telephone or other communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means constitutes presence in person at a meeting.

Section 9. WRITTEN CONSENT BY DIRECTORS. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if a consent in writing or by electronic transmission to such action is given by each director and filed with the minutes of proceedings of the Board of Directors.

Section 10. RELIANCE. Each director and officer of the Corporation shall, in the performance of his or her duties with respect to the Corporation, be entitled to rely on any information, opinion, report or statement, including any financial statement or other financial data, prepared or presented by an officer or employee of the Corporation whom the director or officer reasonably believes to be reliable and competent in the matters presented, by a lawyer, certified public accountant or other person, as to a matter which the director or officer reasonably believes to be within the person's professional or expert competence, or, with respect to a director, by a committee of the Board of Directors on which the director does not serve, as to a matter within its designated authority, if the director reasonably believes the committee to merit confidence.

Section 11. RATIFICATION. The Board of Directors or the stockholders may ratify and make binding on the Corporation any action or inaction by the Corporation or its officers to the extent that the Board of Directors or the stockholders could have originally authorized the matter. Moreover, any action or inaction questioned in any stockholders' derivative proceeding or any other proceeding on the ground of lack of authority, defective or irregular execution, adverse interest of a director, officer or stockholder, non-disclosure, miscomputation, the application of improper principles or practices of accounting, or otherwise, may be ratified, before or after judgment, by the Board of Directors or by the stockholders, and if so ratified, shall have the same force and effect as if the questioned action or inaction had been originally duly authorized, and such ratification shall be binding upon the Corporation and its stockholders and shall constitute a bar to any claim or execution of any judgment in respect of such questioned action or inaction.

Section 12. VACANCIES. If for any reason any or all of the directors cease to be directors, such event shall not terminate the Corporation or affect these Bylaws or the powers of the remaining directors hereunder. Any vacancy on the Board of Directors for any cause other than an increase in the number of directors may be filled by a majority of the remaining directors, even if such majority is less than a quorum. Any vacancy in the number of directors created by an increase in the number of directors may be filled by a majority of the entire Board of Directors. Any individual so elected as director shall serve until the next annual meeting of stockholders and until his or her successor is duly elected and qualifies.

ARTICLE III
COMMITTEES OF THE BOARD OF DIRECTORS

Section 1. EXECUTIVE COMMITTEE. (a) The Board of Directors may elect an Executive Committee consisting of three or more directors. If such a committee is established, the Board of Directors shall appoint one of the members of the Executive Committee to the office of Chairman of the Executive Committee. The Chairman and other members of the Executive Committee shall hold office until the first meeting of the Board of Directors following the annual meeting of stockholders next succeeding their respective elections or, if earlier, until removed by the Board of Directors or until they shall cease to be directors. Vacancies in the Executive Committee or in the office of Chairman of the Executive Committee shall be filled by the Board of Directors.

(b) If such a committee is established, all the powers of the Board of Directors in the management of the business and affairs of the Corporation, except as otherwise provided by the MGCL, the Charter and these Bylaws, shall vest in the Executive Committee, when the Board of Directors is not in session.

Section 2. AUDIT COMMITTEE. The Board of Directors shall elect an Audit Committee consisting of three or more directors. The Board of Directors shall appoint one of the members of the Audit Committee to the office of Chairman of the Audit Committee. The Chairman and other members of the Audit Committee shall hold office until the first meeting of the Board of Directors following the annual meeting of stockholders next succeeding their respective elections or, if earlier, until removed by the Board of Directors or until they shall cease to be directors. Vacancies in the Audit Committee or in the office of Chairman of the Audit Committee shall be filled by the Board of Directors.

Section 3. COMPENSATION AND HUMAN RESOURCE COMMITTEE. The Board of Directors shall elect a Compensation and Human Resource Committee consisting of two or more directors. The Board of Directors shall appoint one of the members of the Compensation and Human Resource Committee to the office of Chairman of the Compensation and Human Resource Committee. The Chairman and other members of the Compensation and Human Resource Committee shall hold office until the first meeting of the Board of Directors following the annual meeting of stockholders next succeeding their respective elections or, if earlier, until removed by the Board of Directors or until they shall cease to be directors. Vacancies in the Compensation and Human Resource Committee or in the office of Chairman of the Compensation and Human Resource Committee shall be filled by the Board of Directors.

Section 4. COMMITTEE ON DIRECTORS AND GOVERNANCE. The Board of Directors shall elect a Committee on Directors and Governance consisting of two or more directors. The Board of Directors shall appoint one of the members of the Committee on Directors and Governance to the office of Chairman of the Committee on Directors and Governance. The Chairman and other members of the Committee on Directors and Governance shall hold office until the first meeting of the Board of Directors following the annual meeting of stockholders next succeeding their respective elections or, if earlier, until removed by the Board of Directors or until they shall cease to be directors. Vacancies in the Committee on Directors and Governance or in the office of Chairman of the Committee on Directors and Governance shall be filled by the Board of Directors.

Section 5. OTHER COMMITTEES. The Board of Directors may, by resolution adopted by a majority of the entire Board, designate one or more additional committees, each of which shall consist of one or more directors of the Corporation, and if it elects such a committee consisting of more than one director, shall appoint one of the members of the committee to be Chairman thereof.

Section 6. MEETINGS. The Executive Committee and each other committee shall meet from time to time on call of its Chairman or on call of any one or more of its members or the Chairman of the Board for the transaction of any business.

Section 7. QUORUM AND VOTING. At any meeting, however called, of the Executive Committee and each other committee, a majority of its members shall constitute a quorum for the transaction of business. A majority of such quorum shall decide any matter that may come before the meeting.

Section 8. TELEPHONE MEETINGS. Members of any committee of the Board of Directors may participate in a meeting by means of a conference telephone or other communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means constitutes presence in person at a meeting.

Section 9. WRITTEN CONSENT BY COMMITTEES. Any action required or permitted to be taken at any meeting of any committee of the Board of Directors may be taken without a meeting, if a consent in writing or by electronic transmission to such action is given by each member of the committee is filed with the minutes of proceedings of such committee.

Section 10. MINUTES. The Executive Committee and each other committee shall keep minutes of its proceedings.

ARTICLE IV
CHAIRMAN OF THE BOARD / OFFICERS

Section 1. GENERAL. The Board of Directors shall appoint one of their number as Chairman of the Board and may appoint one of their number as Honorary Chairman of the Board, either of whom may or may not also serve as an officer of the Corporation. In addition, in the event of the absence of the Chairman or in the event that the Chairman ceases, for any reason, to be a member of the Board and the Board has not yet elected a successor, the Board of Directors may appoint one of their number as Acting Chairman of the Board. All of the duties and powers of the Chairman of the Board shall be vested in the Acting Chairman of the Board (in the event the Board has appointed an Acting Chairman). The Board of Directors shall elect a Chief Executive Officer who may also be a director. The Board of Directors shall also elect the President and may elect one or more Senior Vice Presidents and Vice Presidents, who need not be directors, and such other

officers and agents with such powers and duties as the Board of Directors may prescribe. In the absence of an election by the Board, the Chief Executive Officer shall elect a Treasurer and a Secretary, neither of whom need be a director, and may elect a controller and one or more Assistant Vice Presidents, Assistant Controllers, Assistant Secretaries and Assistant Treasurers, none of whom need be a director. All said officers shall hold office until the first meeting of the Board of Directors following the annual meeting of the stockholders next succeeding their respective elections, and until their successors are elected and qualify. Any two of said offices, except those of President and Senior Vice President or Vice President, may, at the discretion of the Board of Directors or the Chief Executive Officer, be held by the same person. Election of an officer or agent shall not of itself create contract rights between the Corporation and such officer or agent.

Section 2. CHIEF EXECUTIVE OFFICER. Subject to any supervisory duties that may be given to the Chairman of the Board by the Board of Directors and the direction of the Board of Directors generally, the Chief Executive Officer shall have direct supervision and authority over the business and affairs of the Corporation. If the Chief Executive Officer is also a director, and in the absence of the Chairman of the Board or the Acting Chairman of the Board, if any, the Chief Executive Officer shall preside at all meetings of the Board of Directors at which he or she shall be present. He or she shall make a report of the operation of the Corporation for the preceding fiscal year to the stockholders at their annual meeting and shall perform such other duties as are incident to his or her office, or as from time to time may be assigned to him or her by the Board of Directors or the Executive Committee, or by these Bylaws.

Section 3. CHAIRMAN OF THE BOARD. The Chairman of the Board (or, in his or her absence, the Acting Chairman of the Board, if there be one, or, in the absence of an Acting Chairman of the Board, the Chief Executive Officer, if a director) shall preside at all meetings of the Board of Directors at which he or she shall be present and shall have such other powers and duties as from time to time may be assigned to him or her by the Board of Directors or the Executive Committee or by these Bylaws. The Board of Directors may select a presiding director who, in the absence of the Chairman of the Board and the Chief Executive Officer, if the Chief Executive Officer is also a director, shall preside at all meetings of the Board of Directors at which he or she shall be present.

Section 4. CHAIRMAN OF THE EXECUTIVE COMMITTEE. The Chairman of the Executive Committee shall preside at all meetings of the Executive Committee at which he or she shall be present.

Section 5. PRESIDENT. Except as otherwise provided in these Bylaws, the President shall perform the duties and exercise all the functions of the Chief Executive Officer in his or her absence or during his or her inability to act, in such manner as from time to time may be determined by the Board of Directors or by the Executive Committee. The President, Senior Vice Presidents and Vice Presidents shall have such other powers, and perform such other duties, as may be assigned to him/her or them by the Board of Directors, the Executive Committee, the Chief Executive Officer, or these Bylaws.

Section 6. SECRETARY. The Secretary shall issue notices for all meetings, shall keep the minutes of all meetings, shall have charge of the records of the Corporation, and shall make such reports and perform such other duties as are incident to his or her office or are required of him or her by the Board of Directors, the Chairman of the Board, the Executive Committee, the Chief Executive Officer, or these Bylaws.

Section 7. TREASURER. The Treasurer shall have charge of all monies and securities of the Corporation and shall cause regular books of account to be kept. The Treasurer shall perform all duties incident to his or her office or required of him or her by the Board of Directors, the Chairman of the Board, the Executive Committee, the Chief Executive Officer or these Bylaws.

Section 8. ASSISTANT SECRETARIES AND ASSISTANT TREASURERS. The Assistant Secretaries and Assistant Treasurers, in general, shall perform such duties as shall be assigned to them by the Secretary or Treasurer, respectively, or by the President or the Board of Directors.

ARTICLE V
FISCAL YEAR

The fiscal year of the Corporation shall end on the 31st day of December in each year, or on such other day as may be fixed from time to time by the Board of Directors.

ARTICLE VI
SEAL

Section 1. SEAL. The Board of Directors shall provide (with one or more duplicates) a suitable seal, containing the name of the Corporation, which shall be in the charge of the Secretary or Assistant Secretaries.

Section 2. AFFIXING SEAL. Whenever the Corporation is permitted or required to affix its seal to a document, it shall be sufficient to meet the requirements of any law, rule or regulation relating to a seal to place the word "(SEAL)" adjacent to the signature of the person authorized to execute the document on behalf of the Corporation.

ARTICLE VII
STOCK

Section 1. CERTIFICATES. Shares of stock of the Corporation may be represented by share certificates or may be uncertificated. In the event that the Corporation issues shares of stock represented by certificates, such certificates shall be in such form as prescribed by the Board of Directors or a duly authorized officer, shall contain the statements and information required by the MGCL and shall be signed by the officers of the Corporation in any manner permitted by the MGCL. In the event that the Corporation issues shares of stock without certificates, to the extent then required by the MGCL, the Corporation shall provide to the record holders of such shares, if and when requested, a written statement of the information required by the MGCL to be included on stock certificates. There shall be no differences in the rights and obligations of stockholders based on whether or not their shares are represented by certificates. If a class or series of stock is authorized by the Board of Directors to be issued without certificates, no stockholder shall be entitled to a certificate or certificates representing any shares of such class or series of stock held by such stockholder unless otherwise determined by the Board of Directors and then only upon written request by such stockholder to the Secretary of the Corporation.

Section 2. TRANSFERS. All transfers of shares of stock shall be made on the books of the Corporation, by the holder of the shares, in person or by his or her attorney, in such manner as the Board of Directors or any officer of the Corporation may prescribe and, if such shares are certificated, upon surrender of certificates duly endorsed. The issuance of a new certificate upon the transfer of certificated shares is subject to the determination of the Board of Directors or an officer of the Corporation that such shares shall no longer be represented by certificates. Upon the transfer of uncertificated shares, to the extent then required by the MGCL, the Corporation shall provide to record holders of such shares a written statement of the information required by the MGCL to be included on stock certificates.

The Corporation shall be entitled to treat the holder of record of any share of stock as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Maryland.

Notwithstanding the foregoing, transfers of shares of any class or series of stock will be subject in all respects to the Charter and all of the terms and conditions contained therein.

Section 3. REPLACEMENT CERTIFICATE. Any officer of the Corporation may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, destroyed, stolen or mutilated, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, destroyed, stolen or mutilated; provided, however, if such shares have ceased to be certificated, no new certificate shall be issued unless requested in writing by such stockholder and the Board of Directors or an officer of the Corporation has determined that such certificates may be issued. Unless otherwise determined by an officer of the Corporation, the owner of such lost, destroyed, stolen or mutilated certificate or certificates, or his or her legal representative, shall be required, as a condition precedent to the issuance of a new certificate or certificates, to give the Corporation a bond in such sums as it may direct as indemnity against any claim that may be made against the Corporation.

Section 4. FIXING OF RECORD DATE. The Board of Directors may set, in advance, a record date for the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders or determining stockholders entitled to receive payment of any dividend or the allotment of any other rights, or in order to make a determination of stockholders for any other proper purpose. Such record date, in any case, shall not be prior to the close of business on the day the record date is fixed and shall be not more than 90 days and, in the case of a meeting of stockholders, not less than ten days, before the date on which the meeting or particular action requiring such determination of stockholders of record is to be held or taken.

When a record date for the determination of stockholders entitled to notice of and to vote at any meeting of stockholders has been set as provided in this section, such record date shall continue to apply to the meeting if adjourned or postponed, except if the meeting is adjourned or postponed to a date more than 120 days after the record date originally fixed for the meeting, in which case a new record date for such meeting may be determined as set forth herein.

Section 5. STOCK LEDGER. The Corporation shall maintain at its principal office or at the office of its counsel, accountants or transfer agent, an original or duplicate stock ledger containing the name and address of each stockholder and the number of shares of each class of stock held by such stockholder.

Section 6. FRACTIONAL STOCK; ISSUANCE OF UNITS. The Corporation may (a) issue fractional shares of stock, (b) eliminate a fractional interest by rounding up to a full share of stock, (c) arrange for the disposition of a fractional share by the person entitled to it, (d) pay cash for the fair value of a fractional share of stock as determined as of the time when the person entitled to receive it is determined or (e) provide for the issuance of scrip, all on such terms and under such conditions as the Board of Directors may determine. Notwithstanding any other provision of the Charter or these Bylaws, the Board of Directors may authorize the Corporation to issue units consisting of different securities of the Corporation. Any security issued in a unit shall have the same characteristics as any identical securities issued by the Corporation, except that the Board of Directors may provide that for a specified period securities of the Corporation issued in such unit may be transferred on the books of the Corporation only in such unit.

ARTICLE VIII
EXECUTION OF INSTRUMENTS

All checks, drafts, bills of exchange, acceptances, debentures, bonds, coupons, notes or other obligations or evidences of indebtedness of the Corporation and also all deeds, mortgages, indentures, bills of sale, assignments, conveyances or other instruments of transfer, contracts, agreements, licenses, endorsements, stock powers, dividend orders, powers of attorney, proxies, waivers, consents, returns, reports, applications, appearances, complaints, declarations, petitions, stipulations, answers, denials, certificates, demands, notices or documents, instruments or writings of any nature shall be signed, executed, verified, acknowledged and delivered by such officers, agents or employees of the Corporation, or any one of them, and in such manner, as from time to time may be determined by the Board of Directors or by the Executive Committee, except as provided by statute, by the Charter or by these Bylaws.

ARTICLE IX
WAIVER OF NOTICE OF MEETINGS

Section 1. STOCKHOLDER MEETINGS. Notice of the time, place and/or purposes of any meeting of stockholders shall not be required to be given to any stockholder who shall attend such meeting in person or by proxy; if any stockholder shall, in writing or by electronic transmission filed with the records of the meeting either before or after the holding thereof, waive notice of any stockholders meeting, notice thereof need not be given to him or her.

Section 2. BOARD MEETINGS. Notice of any meeting of the Board of Directors need not be given to any director if he or she shall, in writing or by electronic transmission filed with the records of the meeting either before or after the holding thereof, waive such notice, or if he or she is present at the meeting (unless he or she is present for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened).

ARTICLE X
AMENDMENT TO BYLAWS

These Bylaws may be altered or repealed and new Bylaws may be adopted (a) at any annual or special meeting of stockholders by the affirmative vote of the holders of a majority of the voting power of the stock issued and outstanding and entitled to vote thereat, *provided*, however, that to the extent set forth in the Charter any proposed alteration or repeal of, or the adoption of, any Bylaw shall require the affirmative vote of the holders of at least 80% of the voting power of all Voting Stock (as defined in the Charter) then outstanding, voting together as a single class, and *provided, further*, however, that, in the case of any such stockholder action at a special meeting of stockholders, notice of the proposed alteration, repeal or adoption of the new Bylaw or Bylaws must be contained in the notice of such special meeting, or (b) by the affirmative vote of a majority of the Whole Board.

ARTICLE XI
INDEMNIFICATION

Section 1. MGCL. The provisions of Section 2-418 of the MGCL, as in effect from time to time, and any successor thereto, are hereby incorporated by reference in these Bylaws.

Section 2. GENERAL. The Corporation (a) shall indemnify individuals who are, or were, its directors and officers, whether serving the Corporation or at its request any other entity, to the maximum extent required or permitted by the laws of the State of Maryland as the same exists or may hereafter be amended or modified from time to time (but, in the case of amendment or modification to such laws, only to the extent that such amendment or modification permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment or modification), including the advance of expenses under the procedures set forth in Section 3 hereof and to the full extent permitted by law and (b) may indemnify other employees and agents to such extent, if any, as shall be authorized by the Board of Directors and be permitted by law, and may advance expenses to employees and agents under the procedures set forth in Section 4 hereof. For purposes of this Article XI, the “advance of expenses” shall include the providing by the Corporation to a director, officer, employee or agent who has been named a party to a proceeding, of legal representation by, or at the expense of, the Corporation.

Section 3. TIMING AND CONTRACTUAL NATURE. Any indemnification of an officer or director or advance of expenses to an officer or director in advance of the final disposition of any proceeding, shall be made promptly, and in any event within 60 days, upon the written request of the director or officer entitled to request indemnification. A request for advance of expenses shall contain the affirmation and undertaking described in Section 4 hereof and be delivered to the general counsel of the Corporation or to the Chairman of the Board. The right of an officer or director to indemnification and advance of expenses hereunder shall be enforceable by the officer or director entitled to request indemnification in any court of competent jurisdiction, if (a) the Corporation denies such request, in whole or in part, or (b) no disposition thereof is made within 60 days after request. The costs and expenses incurred by the officer or director entitled to request indemnification in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the

Corporation. All rights of an officer or director to indemnification and advance of expenses hereunder shall be deemed to be a contract (with such contract rights to vest at the time of such person's service to or at the request of the Corporation) between the Corporation and each director or officer of the Corporation who serves or served in such capacity at any time while this Article XI is in effect. Such rights cannot be terminated by the Corporation, the Board of Directors or the stockholders of the Corporation with respect to a person's service prior to the date of such termination. No repeal or modification of this Bylaw shall in any way diminish or adversely affect the rights of any current or former director, officer, employee or agent of the Corporation hereunder in respect of any occurrence or matter arising prior to any such repeal or modification.

Section 4. ADVANCE OF EXPENSES. The Corporation may advance expenses, prior to the final disposition of any proceeding, to or on behalf of an employee or agent of the Corporation who is a party to a proceeding as to action taken while employed by or on behalf of the Corporation and who is neither an officer nor director of the Corporation upon (a) the submission by the employee or agent to the general counsel of the Corporation of a written affirmation that it is such employee's or agent's good faith belief that such employee or agent has met the requisite standard of conduct and an undertaking by such employee or agent to reimburse the Corporation for the advance of expenses by the Corporation to or on behalf of such employee or agent if it shall ultimately be determined that the standard of conduct has not been met and (b) the determination by the general counsel, in his or her discretion, that advance of expenses to the employee or agent is appropriate in light of all of the circumstances, subject to such additional conditions and restrictions not inconsistent with this Article XI as the general counsel shall impose.

Section 5. NONEXCLUSIVITY. The indemnification and advance of expenses provided by this Article XI (a) shall not be deemed exclusive of any other rights to which a person requesting indemnification or advance of expenses may be entitled under any law (common or statutory), or any agreement, vote of stockholders or disinterested directors or other provision that is not contrary to law, both as to action in his or her official capacity and as to action in another capacity while holding office or while employed by or acting as agent for the Corporation, and (b) shall continue in respect of all events occurring while a person was a director, officer, employee or agent of the Corporation.

Section 6. EFFECTIVE TIME AND AMENDMENTS. This Article XI shall be effective from and after the date of its adoption and shall apply to all proceedings arising prior to or after such date, regardless of whether relating to facts or circumstances occurring prior to or after such date. Subject to Article X of these Bylaws nothing herein shall prevent the amendment of this Article XI, provided that no such amendment shall diminish the rights of any person hereunder with respect to events occurring or claims made before the adoption of such amendment or as to claims made after such adoption in respect of events occurring before such adoption.

Section 7. AUTHORITY OF BOARD. The Board of Directors may take such action as is necessary to carry out the indemnification provisions of this Article XI and is expressly empowered to adopt, approve and amend from time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law.

Section 8. SEVERABILITY. The invalidity or unenforceability of any provision of this Article XI shall not affect the validity or enforceability of any other provision hereof. The phrase “this Bylaw” in this Article XI means this Article XI in its entirety.

Section 9. THIRD PARTY BENEFICIARY. The indemnification and advance of expenses provided by, or granted pursuant to, this Article XI shall be binding upon the Corporation (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Corporation) and be enforceable by the persons listed herein and their respective successors and assigns, shall continue as to any such person who has ceased to be a director, trustee, officer, employee or agent of the Corporation or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which such person is or was serving at the request of the Corporation, and shall inure to the benefit of such person and his or her spouse, assigns, heirs, devisees, executors and administrators and other legal representatives.

NCR VOYIX CORPORATION
BYLAWS
AS AMENDED AND RESTATED ON ~~MARCH 7~~OCTOBER 16, 2023

ARTICLE I~~.~~
STOCKHOLDERS

Section 1. ANNUAL MEETING. ~~The~~NCR Voyix Corporation (the "Corporation") shall hold annually a regular meeting of its stockholders for the election of the directors and for the transaction of general business, at such place as the Board of Directors of the Corporation (the "Board of Directors" or the "Board") shall determine. The annual meeting shall be held on the date and at the time and place set by the Board of Directors. Such annual meetings shall be general meetings, that is to say, open for the transaction of any business within the powers of the Corporation without special notice unless otherwise required by statute, by the charter of the Corporation (the "Charter") or by these Bylaws. Failure to hold an annual meeting at the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate acts. The Board of Directors, in its sole discretion, is authorized to determine that a meeting not be held at any place, but instead may be held partially or solely by means of remote communication. In accordance with these Bylaws and subject to any guidelines and procedures adopted by the Board of Directors, stockholders and proxy holders may participate and vote in any meeting of stockholders held by means of remote communication in accordance with the rules and procedures for such meeting as determined by the Board of Directors in accordance with and as permitted by Maryland law. Participation in a meeting by these means constitutes presence in person at such meeting.

Section 2. SPECIAL MEETINGS.

(a) General. The Chairman of the Board, President, Chief Executive Officer or the Board of Directors may call a special meeting of the stockholders. Subject to subsection (b) of this Section 2, a special meeting of stockholders shall also be called by the Secretary of the Corporation to act on any matter that may properly be considered at a meeting of stockholders upon the written request of stockholders entitled to cast not less than twenty-five percent of all the votes entitled to be cast at such meeting. Unless requested by the stockholders entitled to cast a majority of all the votes entitled to be cast on such matter at such meeting, a special meeting need not be called to consider any matter which is substantially the same as a matter voted on at any special meeting of stockholders held during the preceding twelve months.

(b) Stockholder Requested Special Meetings. (1) Any stockholder of record seeking to have stockholders request a special meeting shall, by sending written notice to the Secretary (the "Record Date Request Notice") by registered mail, return receipt requested, request the Board of Directors to fix a record date to determine the stockholders entitled to request a special meeting (the "Request Record Date"). The Record Date Request Notice shall set forth the purpose of the meeting and the matters proposed to be acted on at it, shall be signed by one or more stockholders of record as of the date of signature (or their agents duly authorized

in a writing accompanying the Record Date Request Notice), shall bear the date of signature of each such stockholder (or such agent) and shall set forth all information relating to each such stockholder, each individual whom the stockholder proposes to nominate for election as a director (if the special meeting is being called to remove one or more directors) and each matter proposed to be acted on at the meeting that would be required to be disclosed in connection with the solicitation of proxies for the election of directors or the election of each such individual, as applicable, in an election contest (even if an election contest is not involved), or would otherwise be required in connection with such a solicitation, in each case pursuant to Regulation 14A (or any successor provision) under the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "Exchange Act"). Upon receiving the Record Date Request Notice, the Board of Directors may fix a Request Record Date. The Request Record Date shall not precede and shall not be more than ten days after the close of business on the date on which the resolution fixing the Request Record Date is adopted by the Board of Directors. If the Board of Directors, within ten days after the date on which a valid Record Date Request Notice is received, fails to adopt a resolution fixing the Request Record Date, the Request Record Date shall be the close of business on the tenth day after the first date on which the Record Date Request Notice is received by the Secretary.

(2) In order for any stockholder to request a special meeting to act on any matter that may properly be considered at a meeting of stockholders, one or more written requests for a special meeting (collectively, the "Special Meeting Request") signed by stockholders of record (or their agents duly authorized in a writing accompanying the request) as of the Request Record Date entitled to cast not less than twenty-five percent (or, if the last sentence of Article I, Section 2(a) is applicable, a majority) of all of the votes entitled to be cast on such matter at such meeting (as applicable, the "Special Meeting Percentage") shall be delivered to the Secretary. In addition, the Special Meeting Request shall (a) set forth the purpose of the meeting and the matters proposed to be acted on at it (which shall be limited to those lawful matters set forth in the Record Date Request Notice received by the Secretary), (b) bear the date of signature of each such stockholder (or such agent) signing the Special Meeting Request, (c) set forth (i) the name and address, as they appear in the Corporation's books, of each stockholder signing such request (or on whose behalf the Special Meeting Request is signed), (ii) the class, series and number of all shares of stock of the Corporation which are owned (beneficially or of record) by such stockholder and (iii) the nominee holder for, and number of, shares of stock of the Corporation owned beneficially but not of record by such stockholder, (d) be sent to the Secretary by registered mail, return receipt requested, and (e) be received by the Secretary within 60 days after the Request Record Date. Any requesting stockholder (or agent duly authorized in a writing accompanying the revocation of the Special Meeting Request) may revoke his, her or its request for a special meeting at any time by written revocation delivered to the Secretary.

(3) The Secretary shall inform the requesting stockholders of the reasonably estimated cost of preparing and mailing or delivering the notice of the meeting (including the Corporation's proxy materials). The Secretary shall not be required to call a special meeting upon stockholder request and such meeting shall not be held unless, in addition to the documents required by paragraph (2) of this Section 2(b), the Secretary receives payment of such reasonably estimated cost prior to the preparation and mailing or delivery of such notice of the meeting.

(4) Except as provided in the next sentence, any special meeting shall be held at such place, date and time as may be designated by the Chairman of the Board, Chief Executive Officer, President or the Board of Directors, whoever has called the meeting. In the case of any special meeting called by the Secretary upon the request of stockholders (a "Stockholder Requested Meeting"), such meeting shall be held at such place, date and time as may be designated by the Board of Directors; provided, however, that the date of any Stockholder Requested Meeting shall be not more than 90 days after the record date for such meeting (the "Meeting Record Date"); and provided further that if the Board of Directors fails to designate, within ten days after the date that a valid Special Meeting Request is actually received by the Secretary (the "Delivery Date"), a date and time for a Stockholder Requested Meeting, then such meeting shall be held at 2:00 p.m. local time on the 90th day after the Meeting Record Date or, if such 90th day is not a Business Day (as defined below), on the first preceding Business Day; and provided further that in the event that the Board of Directors fails to designate a place for a Stockholder Requested Meeting within ten days after the Delivery Date, then such meeting shall be held at the principal executive office of the Corporation. In fixing a date for any special meeting, the Chairman of the Board, President, Chief Executive Officer or the Board of Directors may consider such factors as he, she or it deems relevant, including, without limitation, the nature of the matters to be considered, the facts and circumstances surrounding any request for the meeting and any plan of the Board of Directors to call an annual meeting or a special meeting. In the case of any Stockholder-Requested Meeting, if the Board of Directors fails to fix a Meeting Record Date within 30 days after the Delivery Date, then the close of business on the 30th day after the Delivery Date shall be the Meeting Record Date. The Board of Directors may revoke the notice for any Stockholder-Requested Meeting in the event that the requesting stockholders fail to comply with the provisions of paragraph (3) of this Section 2(b).

(5) If written revocations of the Special Meeting Request have been delivered to the Secretary and the result is that stockholders of record (or their agents duly authorized in writing), as of the Request Record Date, entitled to cast less than the Special Meeting Percentage have delivered, and not revoked, requests for a special meeting to the Secretary (i) if the notice of meeting has not already been delivered, the Secretary shall refrain from delivering the notice of the meeting and send to all requesting stockholders who have not revoked such requests written notice of any revocation of a request for the special meeting, or (ii) if the notice of meeting has been delivered and if the Secretary first sends to all requesting stockholders who have not revoked requests for a special meeting on a matter written notice of any revocation of a request for the special meeting and written notice of the Corporation's intention to revoke the notice of the meeting or for the chairman of the meeting to adjourn the meeting without action on the matter, (A) the Secretary may revoke the notice of the meeting at any time before ten days before the commencement of the meeting or (B) the chairman of the meeting may call the meeting to order and adjourn the meeting without acting on the matter. Any request for a special meeting received after a revocation by the Secretary of a notice of a meeting shall be considered a request for a new special meeting.

(6) The Chairman of the Board of Directors, President, Chief Executive Officer or the Board of Directors may appoint regionally or nationally recognized independent inspectors of elections to act as the agent of the Corporation for the purpose of promptly performing a ministerial review of the validity of any purported Special Meeting Request received by the Secretary. For the purpose of permitting the inspectors to perform such review, no such purported Special Meeting Request shall be deemed to have been delivered to the Secretary until the earlier of (i) five Business Days after receipt by the Secretary of such purported request and (ii) such date as the independent inspectors certify to the Corporation that valid requests have been received by the Secretary, as of the Request Record Date, from stockholders of record entitled to cast not less than the Special Meeting Percentage. Nothing contained in this paragraph (6) shall in any way be construed to suggest or imply that the Corporation or any stockholder shall not be entitled to contest the validity of any request, whether during or after such five Business Day period, or to take any other action (including, without limitation, the commencement, prosecution or defense of any litigation with respect thereto, and the seeking of injunctive relief in such litigation).

(7) For purposes of these Bylaws, "Business Day" shall mean any day other than a Saturday, a Sunday or a day on which banking institutions in the State of New York are authorized or obligated by law or executive order to close.

Section 3. NOTICE. Written, printed or electronic notice of every annual or special meeting of the stockholders shall be given to each stockholder entitled to vote at such meeting and to each stockholder entitled to notice of but not to vote at the meeting, by leaving the notice at his or her residence or usual place of business, by mail, by presenting it to such stockholder personally, by electronic transmission or by any other means permitted by Maryland law, at least 10 days and not more than 90 days before such meeting. Notice of every meeting shall state the place, day and time of such meeting and, in the case of a special meeting or as otherwise may be required by statute, the purpose for which the meeting is called. Subject to Section 8(a) of this Article I, any business of the Corporation may be transacted at an annual meeting of stockholders without being specifically designated in the notice, except such business as is required by any statute to be stated in such notice. No business shall be transacted at a special meeting of stockholders except as specifically designated in the notice. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the stockholder at the stockholder's address as it appears on the records of the Corporation, with postage thereon prepaid. If transmitted electronically, such notice shall be deemed to be given when transmitted to the stockholder by an electronic transmission to any address or number of the stockholder at which the stockholder receives electronic transmissions. The Corporation may give a single notice to all stockholders who share an address, which single notice shall be effective as to any stockholder at such address unless such stockholder objects to receiving such single notice or revokes a prior consent to receiving such single notice. Failure to give notice of any meeting to one or more stockholders, or any irregularity in such notice, shall not affect the validity of any meeting if held at the time and place fixed in accordance with Section 1 of this Article I, or the validity of any proceedings at any such meeting. The Corporation may postpone or cancel a meeting of stockholders by making a public announcement (as defined in Section 8(c)(3)) of such postponement or cancellation prior to the meeting. Notice of the date, time and place to which the meeting is postponed shall be given not less than ten days prior to such date and otherwise in the manner set forth in this section.

Section 4. QUORUM, VOTING AND POSTPONEMENT/ADJOURNMENT. At a meeting of stockholders, the presence in person or by proxy of stockholders entitled to cast a majority of all the votes entitled to be cast at the meeting constitutes a quorum; but this sentence shall not affect any requirement under any statute, the Charter or these Bylaws for the vote necessary for the adoption of any measure. The chairman of any special or annual meeting of stockholders may adjourn or postpone the meeting from time to time, whether or not a quorum is present. No notice of the time and place of adjourned or postponed meetings need be given except as required by law. The stockholders present at a duly called meeting at which a quorum is present may continue to transact business until adjournment or postponement, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. At any such adjourned or postponed meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified. Except as required by any provision of law, the Charter or these Bylaws requiring any action to be taken or approved by the affirmative vote of a majority or more of the votes entitled to be cast, a majority of all the votes cast at a duly called special or annual meeting of stockholders at which a quorum is present shall be sufficient to approve any matter which properly comes before the meeting. A nominee for election as a director shall be elected only if such nominee receives the affirmative vote of a majority of the total votes cast for and against such nominee at a meeting of stockholders duly called and at which a quorum is present; provided, however, that directors shall be elected by a plurality of the votes cast at a meeting of stockholders duly called and at which a quorum is present for which (i) the Secretary of the Corporation receives notice that a stockholder has nominated an individual for election as a director in compliance with the requirements of (A) advance notice of stockholder nominees for director set forth in Section 8 of this Article I or (B) proxy access as set forth in Section 9 of this Article I, and (ii) such nominee has not been withdrawn by such stockholder on or before the close of business on the tenth day before the date of filing of the definitive proxy statement of the Corporation with the Securities and Exchange Commission, and, as a result of which, the number of nominees is greater than the number of directors to be elected at the meeting.

Section 5. PROXIES. A stockholder may cast the votes entitled to be cast by the holder of the shares of stock owned of record by the stockholder in person or by proxy that is (a) executed by the stockholder or by the stockholder's duly authorized agent in any manner permitted by law, (b) compliant with Maryland law and these Bylaws and (c) filed in accordance with the procedures established by the Corporation. Such proxy or evidence of authorization of such proxy shall be filed with the Corporation or its agent before or at the meeting. No proxy shall be valid more than eleven months after its date unless otherwise provided in the proxy. Any stockholder directly or indirectly soliciting proxies from other stockholders must use a proxy card color other than white, which shall be reserved for the exclusive use by the Board of Directors.

Section 6. ORGANIZATION AND CONDUCT. Every meeting of stockholders shall be conducted by an individual appointed by the Board of Directors to be chairman of the meeting or, in the absence of such appointment, by the Chairman of the Board or, in the case of a vacancy in the office or absence of the Chairman of the Board, by one of the following officers present at the meeting in the following order: the Vice Chairman of the Board, if there is one, the Chief Executive Officer, the President, the Vice Presidents in their order of rank and, within each rank, in their order of seniority, or, in the absence of such officers, a chairman of the meeting chosen by the stockholders by the vote of a majority of the votes cast by stockholders present in person or by proxy. The Secretary, or, in the Secretary's absence, an Assistant Secretary, or in the absence of both the Secretary and all of the Assistant Secretaries, a person appointed by the Board of Directors or, in the absence of such appointment, a person appointed by the chairman of the meeting shall act as secretary of the meeting. In the event that the Secretary presides at a meeting of the stockholders, an Assistant Secretary, or in the absence of all of the Assistant Secretaries, an individual appointed by the Board of Directors or the chairman of the meeting, shall record the minutes of the meeting. Even if present at the meeting, the person holding the office named herein may delegate to another person the power to act as chairman or secretary of the meeting. The order of business and all other matters of procedure at any meeting of stockholders shall be determined by the chairman of the meeting. The chairman of the meeting may prescribe such rules, regulations and procedures and take such action as, in the discretion of the chairman and without any action by the stockholders, are appropriate for the proper conduct of the meeting, including, without limitation, (a) restricting admission to the time set for the commencement of the meeting; (b) limiting attendance at the meeting to stockholders of record of the Corporation, their duly authorized proxies and other such individuals as the chairman of the meeting may determine; (c) recognizing speakers at the meeting and determining when and for how long speakers and any individual speaker may address the meeting; (d) determining when and for how long the polls should be opened and when the polls should be closed and when announcement of the results should be made; (e) maintaining order and security at the meeting; (f) removing any stockholder or any other individual who refuses to comply with meeting procedures, rules or guidelines as set forth by the chairman of the meeting; (g) concluding a meeting or recessing or adjourning the meeting, whether or not a quorum is present to a later date and time and at a place either (i) announced at the meeting or (ii) provided at a future time through means announced at the meeting; and (h) complying with any state and local laws and regulations concerning safety and security. Unless otherwise determined by the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

Section 7. Reserved.

Section 8. ADVANCE NOTICE OF STOCKHOLDER NOMINEES FOR DIRECTOR AND OTHER STOCKHOLDER PROPOSALS~~:~~.

(a) Annual Meetings of Stockholders. (1) Nominations of individuals for election to the Board of Directors and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders (i) pursuant to the Corporation's notice of meeting, (ii) by or at the direction of the Board of Directors or (iii) by any stockholder of the Corporation who was a stockholder of record at the record date set by the Board of Directors for the purpose of determining stockholders entitled to vote at the meeting, at the time of giving of notice by the stockholder as provided for in this Section 8(a) and at the time of the annual meeting (including at the time of any postponement or adjournment thereof), who, in the case of nominations, complies with the requirements of Rule 14a-19 of the Exchange Act, who is entitled to vote at the meeting in the election of each individual so nominated or on any such other business and who has complied in all respects with this Section 8(a). Compliance with the provisions of clause (iii) of the preceding sentence of this Section 8 shall be the exclusive means for a stockholder to make nominations before an annual meeting of stockholders or to submit other business (other than matters properly brought under Rule 14a-8 of the Exchange Act and included in the Corporation's notice of meeting) before an annual meeting of stockholders.

(2) Without qualification or limitation, in addition to any other applicable requirements, for nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (iii) of paragraph (a)(1) of this Section 8, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation and such other business must otherwise be a proper matter for action by the stockholders. To be timely, a stockholder's notice shall set forth all information and certifications required under this Section 8 and shall be delivered to the Secretary at the principal executive office of the Corporation not earlier than the ~~150th~~120th day nor later than 5:00 p.m., Eastern Time, on the ~~120th~~90th day prior to the first anniversary of ~~the date of the proxy statement (as defined below) for~~ the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is advanced or delayed by more than 30 days from the first anniversary of the date of the preceding year's annual meeting, notice by the stockholder to be timely must be so delivered not earlier than the ~~150th~~120th day prior to the date of such annual meeting and not later than 5:00 p.m., Eastern Time, on the later of the ~~120th~~90th day prior to the date of such annual meeting or the tenth day following the day on which public announcement of the date of such meeting is first made. The public announcement of a postponement or adjournment of an annual meeting shall not commence a new time period for the giving of a stockholder's notice as described above.

(3) Such stockholder's notice shall set forth

(i) as to each individual whom the stockholder proposes to nominate for election or reelection as a director, (each, a "Proposed Nominee"), all information relating to the Proposed Nominee that would be required to be disclosed in connection with the solicitation of proxies for the election of the Proposed Nominee as a director in an election contest (even if an election contest is not involved), or would otherwise be required in connection with such solicitation, in each case pursuant to Regulation 14A (or any successor provision) under the Exchange Act (including the Proposed Nominee's written consent to being named in the proxy statement as a nominee and to serving as a director if elected and, in the case of nominations, all other information required by Rule 14a-19 of the Exchange Act);

(ii) as to any business that the stockholder proposes to bring before the meeting, (A) a description of such business (including the text of any proposal), the stockholder's reasons for proposing such business at the meeting and any material interest in such business of such stockholder or any Stockholder Associated Person (as defined below), individually or in the aggregate, including any anticipated benefit to the stockholder or the Stockholder Associated Person therefrom and (B) any other information relating to such item of business that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies in support of the business proposed to be brought before the meeting pursuant to Regulation 14A (or any successor provision) of the Exchange Act;

(iii) as to the stockholder giving the notice, any Proposed Nominee and any Stockholder Associated Person,

(A) the class, series and number of all shares of stock or other securities of the Corporation or any affiliate thereof (collectively, the "Company Securities"), if any, which are owned (beneficially or of record) by such stockholder, Proposed Nominee or Stockholder Associated Person, the date on which each such Company Security was acquired and the investment intent of such acquisition, and any short interest (including any opportunity to profit or share in any benefit from any decrease in the price of such stock or other security) in any Company Securities of any such person,

(B) the nominee holder for, and number of, any Company Securities owned beneficially but not of record by such stockholder, Proposed Nominee or Stockholder Associated Person,

(C) whether and the extent to which such stockholder, Proposed Nominee or Stockholder Associated Person, directly or indirectly (through brokers, nominees or otherwise), is subject to or during the last six months has engaged in any hedging, derivative or other transaction or series of transactions or entered into any other agreement, arrangement or understanding (including any short interest, any borrowing or lending of securities or any proxy or voting agreement), the effect or intent of which is to (I) manage risk or benefit of changes in the price of Company Securities or any security of any entity that was listed in the Peer Group in the Stock Performance Graph in the most recent annual report to security holders of the Corporation (a "Peer Group Company") for such stockholder, Proposed Nominee or Stockholder Associated Person or (II) increase or decrease the voting power of such stockholder, Proposed Nominee or Stockholder Associated Person in the Corporation disproportionately to such person's economic interest in the Company Securities, and

(D) any substantial interest, direct or indirect (including, without limitation, any existing or prospective commercial, business or contractual relationship with the Corporation), by security holdings or otherwise, of such stockholder, Proposed Nominee

or Stockholder Associated Person, in the Corporation, other than an interest arising from the ownership of Company Securities where such stockholder, Proposed Nominee or Stockholder Associated Person receives no extra or special benefit not shared on a *pro rata* basis by all other holders of the same class or series;

(iv) as to the stockholder giving the notice, any Stockholder Associated Person with an interest or ownership referred to in clauses (ii) or (iii) of this paragraph (3) of this Section 8(a) and any Proposed Nominee,

(A) the name and address of such stockholder, as they appear on the Corporation's stock ledger, and the current name and address, if different, of each such Stockholder Associated Person and any Proposed Nominee and

(B) the investment strategy or objective, if any, of such stockholder and each such Stockholder Associated Person who is not an individual and a copy of the prospectus, offering memorandum or similar document, if any, provided to investors or potential investors in such stockholder and each such Stockholder Associated Person;

(v) to the extent known by the stockholder giving the notice, the name and address of any other person supporting the nominee for election or reelection as a director or the proposal of other business on the date of such stockholder's notice;

(vi) if the stockholder is proposing one or more Proposed Nominees, a representation that such stockholder, Proposed Nominee or Stockholder Associated Person intends or is part of a group which intends to solicit the holders of shares representing at least 67% of the voting power of shares entitled to vote on the election of directors in support of Proposed Nominees in accordance with Rule 14a-19 of the Exchange Act; and

(vii) all other information regarding the stockholder giving the notice and each Stockholder Associated Person that would be required to be disclosed by the stockholder in connection with the solicitation of proxies for the election of directors in an election contest (even if an election contest is not involved), or would otherwise be required in connection with such a solicitation, in each case pursuant to Regulation 14A (or any successor provision) under the Exchange Act.

The Corporation may require such stockholder giving the notice, any Proposed Nominee and any Stockholder Associated Person to furnish such other information (i) as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as an independent director of the Corporation or that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee and/or (ii) as may be reasonably required for the Corporation to confirm such stockholder giving the notice, any Proposed Nominee and any Stockholder Associated Person has complied with this Section 8 and for evaluating any nomination or other business described in the stockholder's notice, including consenting to, and providing information for, the Corporation to run customary background checks on such persons. Such stockholder's notice shall, with respect to any

Proposed Nominee, be accompanied by a: (i) written undertaking executed by the Proposed Nominee: (A) that such Proposed Nominee (I) is not, and will not become, a party to any agreement, arrangement or understanding with any person or entity other than the Corporation in connection with service or action as a director that has not been disclosed to the Corporation, (II) will serve as a director of the Corporation if elected and will notify the Corporation substantially concurrently with the notification to the stockholder of the Proposed Nominee's actual or potential unwillingness or inability to serve as a director and (III) does not need any permission from any third party to serve as a director of the Corporation, if elected, that has not been obtained, including any employer or any other board or governing body on which such Proposed Nominee serves; and (B) attaching a completed Proposed Nominee questionnaire (which questionnaire shall be provided by the Corporation, upon request, to the stockholder providing the notice, and shall include all information relating to the Proposed Nominee that would be required to be disclosed in connection with the solicitation of proxies for the election of the Proposed Nominee as a director in an election contest (even if an election contest is not involved), or would otherwise be required in connection with such solicitation, in each case pursuant to Regulation 14A (or any successor provision) under the Exchange Act, or would be required pursuant to the rules of any national securities exchange on which any securities of the Corporation are listed or over-the-counter market on which any securities of the Corporation are traded); and (ii) certificate executed by the stockholder certifying that such stockholder will: (A) comply with Rule 14a-19 promulgated under the Exchange Act in connection with such stockholder's solicitation of proxies in support of any Proposed Nominee; (B) notify the Corporation as promptly as practicable of any determination by the stockholder to no longer solicit proxies for the election of any Proposed Nominee as a director at the annual meeting; and (C) appear in person or by proxy at the meeting to nominate any Proposed Nominees or to bring such business before the meeting, as applicable, and acknowledges that if the stockholder does not so appear in person or by proxy at the meeting to nominate such Proposed Nominees or bring such business before the meeting, as applicable, the Corporation need not bring such Proposed Nominee or such business for a vote at such meeting and any proxies or votes cast in favor of the election of any such Proposed Nominee or of any proposal related to such other business need not be counted or considered.

(4) Notwithstanding anything in this ~~subsection~~ Section 8(a) ~~of this Section 8~~ to the contrary, in the event that the number of directors to be elected to the Board of Directors is increased, and there is no public announcement of such action at least ~~130~~100 days prior to the first anniversary of the date of ~~the proxy statement for~~ the preceding year's annual meeting, a stockholder's notice required by this Section 8(a) shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive office of the Corporation not later than 5:00 p.m., Eastern Time, on the tenth day following the day on which such public announcement is first made by the Corporation.

(5) For purposes of this Section 8, "Stockholder Associated Person" of any stockholder means (i) any person acting in concert with such stockholder or another Stockholder Associated Person or who is otherwise a participant (as defined in Instruction 3 to Item 4 of Schedule 14A under the Exchange Act) in the solicitation, (ii) any beneficial owner of shares of stock of the Corporation owned of record or beneficially by such stockholder (other than a stockholder that is a depositary) and (iii) any Affiliate (as defined in Section 9 of this Article I) of such stockholder or such Stockholder Associated Person.

(b) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of individuals for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected only (i) by or at the direction of the Board of Directors or (ii) provided that the special meeting has been called in accordance with Section 2 of this Article I for the purpose of electing directors, by any stockholder of the Corporation who is a stockholder of record at the record date set by the Board of Directors for the purpose of determining stockholders entitled to vote at the special meeting, at the time of giving of notice provided for in this Section 8 and at the time of the special meeting (including at the time of any postponement or adjournment thereof), who is entitled to vote at the meeting in the election of each individual so nominated and who has complied in all respects with the notice procedures set forth in this Section 8. Compliance with the provisions of clause (ii) of the preceding sentence of this Section 8 and with the sentence immediately following this sentence shall be the exclusive means for a stockholder to make nominations before a special meeting of stockholders. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more individuals to the Board of Directors, any such stockholder may nominate an individual or individuals (as the case may be) for election as a director as specified in the Corporation's notice of meeting, if the stockholder's notice, containing the information and certifications required by paragraph (a)(3) of Section 8(a), shall be delivered to the Secretary at the principal executive office of the Corporation not earlier than the 120th day prior to such special meeting and not later than 5:00 p.m., Eastern Time, on the later of the 90th day prior to such special meeting or the tenth day following the day on which public announcement is first made of the date of the special meeting. The public announcement of a postponement or adjournment of a special meeting shall not commence a new time period for the giving of a stockholder's notice as described above.

(c) General. (1) If any information or certification submitted pursuant to this Section 8 by any stockholder proposing a nominee for election as a director or any proposal for other business at a meeting of stockholders, including any certification from a Proposed Nominee, shall be inaccurate in any material respect, such information or certification may be deemed not to have been provided in accordance with this Section 8. Any such stockholder shall notify the Corporation of any inaccuracy or change (within two Business Days of becoming aware of such inaccuracy or change) in any such information or certification. Upon written request by the Secretary or the Board of Directors, any such stockholder or Proposed Nominee shall provide, within five Business Days of delivery of such request (or such other period as may be specified in such request), (i) written verification, satisfactory, in the discretion of the Board of Directors or any authorized officer of the Corporation, to demonstrate the accuracy of any information submitted by the stockholder pursuant to this Section 8, (ii) a written update of any information (including, if requested by the Corporation, written

confirmation by such stockholder that it continues to intend to bring such nomination or other business proposal before the meeting and, if applicable, provide evidence acceptable to the Board of Directors that such stockholder has satisfied the requirements of Rule 14a-19(a)(3) promulgated under the Exchange Act) submitted by the stockholder pursuant to this Section 8 as of an earlier date and (iii) an updated certification by each Proposed Nominee that such individual will serve as a director of the Corporation if elected. If a stockholder or Proposed Nominee fails to provide such written verification, update or certification within such period, the information as to which such written verification, update or certification was requested may be deemed not to have been provided in accordance with this Section 8.

(2) Only such individuals who are nominated in accordance with this Section 8 shall be eligible for election by stockholders as directors, and only such business shall be conducted at a meeting of stockholders as shall have been properly brought before the meeting in accordance with this Section 8. A stockholder proposing a Proposed Nominee shall have no right to (i) nominate a number of Proposed Nominees that exceed the number of directors to be elected at the meeting or (ii) substitute or replace any Proposed Nominee unless such substitute or replacement is nominated in accordance with this Section 8 (including the timely provision of all information and certifications with respect to such substitute or replacement Proposed Nominee in accordance with the deadlines set forth in this Section 8). If the Corporation provides notice to a stockholder that the number of Proposed Nominees proposed by such stockholder exceeds the number of directors to be elected at a meeting, the stockholder must provide written notice to the Corporation within five Business Days stating the names of the Proposed Nominees that have been withdrawn so that the number of Proposed Nominees proposed by such stockholder no longer exceeds the number of directors to be elected at a meeting. If any individual who is nominated in accordance with this Section 8 becomes unwilling or unable to serve on the Board of Directors, then the nomination with respect to such individual shall no longer be valid and no votes may validly be cast for such individual. The chairman of the meeting shall have the power to determine whether a nomination or any other business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with this Section 8.

(3) Notwithstanding the foregoing provisions of this Section 8, the Corporation shall disregard any proxy authority granted in favor of, or votes for, director nominees other than the Corporation's nominees if the stockholder or Stockholder Associated Person (each, a "Soliciting Stockholder") soliciting proxies in support of such director nominees abandons the solicitation or does not (i) comply with Rule 14a-19 promulgated under the Exchange Act, including any failure by the Soliciting Stockholder to (A) provide the Corporation with any notices required thereunder in a timely manner or (B) comply with the requirements of Rule 14a-19(a)(2) and Rule 14a-19(a)(3) promulgated under the Exchange Act or (ii) timely provide sufficient evidence in the determination of the Board of Directors sufficient to satisfy the Corporation that such Soliciting Stockholder has met the requirements of Rule 14a-19(a)(3) promulgated under the Exchange Act in accordance with the following sentence. Upon request by the Corporation, if any Soliciting Stockholder provides notice pursuant to Rule 14a-19(b) promulgated under the Exchange Act (or is not required to provide notice because the

information required by Rule 14a-19(b) has been provided in a preliminary or definitive proxy statement previously filed by such Soliciting Stockholder), such Soliciting Stockholder shall deliver to the Corporation, no later than five Business Days prior to the applicable meeting, sufficient evidence in the judgment of the Board of Directors that it has met the requirements of Rule 14a-19(a)(3) promulgated under the Exchange Act.

(4) "The date of the proxy statement" shall have the same meaning as "the date of the company's proxy statement released to shareholders" as used in Rule 14a-8(e) promulgated under the Exchange Act, as interpreted by the Securities and Exchange Commission from time to time. "Public announcement" shall mean disclosure (i) in a press release reported by the Dow Jones News Service, Associated Press, Business Wire, PR Newswire or other widely circulated news or wire service or (ii) in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to the Exchange Act.

(5) Notwithstanding the foregoing provisions of this Section 8, a stockholder shall also comply with all applicable requirements of state law and of the Exchange Act with respect to the matters set forth in this Section 8. Nothing in this Section 8 shall be deemed to affect any right of a stockholder to request inclusion of a proposal in, or the right of the Corporation to omit a proposal from, the Corporation's proxy statement pursuant to Rule 14a-8 (or any successor provision) under the Exchange Act; provided, however, that any references in these Bylaws to the Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit the requirements applicable to nominations to be considered pursuant to clause (iii) of this Section 8(a)(1) or clause (ii) of the second sentence of the first paragraph of this Section 8(b). Nothing in this Section 8 shall require disclosure of revocable proxies received by the stockholder or Stockholder Associated Person pursuant to a solicitation of proxies after the filing of an effective Schedule 14A by such stockholder or Stockholder Associated Person under Section 14(a) of the Exchange Act.

(6) Pursuant to Section 9 of this Article I, the Corporation shall not be required to include a Stockholder Nominee in the Company Proxy Materials (each as defined in Section 9 of this Article I) for any annual meeting of stockholders for which meeting the Secretary of the Corporation receives a notice that an Eligible Stockholder (as defined in Section 9 of this Article I) or any other stockholder has nominated such Stockholder Nominee for election to the Board of Directors pursuant to the advance notice requirements for stockholder nominees for director set forth in this Section 8.

Section 9. PROXY ACCESS.

(a) Notwithstanding anything to the contrary in these Bylaws, whenever the Board of Directors solicits proxies with respect to the election of directors at an annual meeting of stockholders the Corporation shall, subject to the provisions of this Section 9, include in its proxy statement and related additional soliciting materials relating to the election of directors, if any (the "Company Proxy Materials") pursuant to Section 12(a) of the Exchange Act, in addition to any individuals nominated for election as a director by or at the direction of the Board of Directors, the name, together with the Required Information (as defined below), of any

individual nominated for election to the Board of Directors (each such individual being hereinafter referred to as a "Stockholder Nominee") by a stockholder or group of no more than 20 stockholders that satisfies the requirements of this Section 9 (such individual or group, including as the context requires each member thereof, being hereinafter referred to as the "Eligible Stockholder"). For purposes of this Section 9, the "Required Information" that the Corporation shall include in the Company Proxy Materials is (A) the information provided to the Secretary of the Corporation concerning the Stockholder Nominee and the Eligible Stockholder that is required to be disclosed in the Company Proxy Materials by the rules and regulations promulgated under the Exchange Act and (B) if the Eligible Stockholder so elects, a written statement in support of the Stockholder Nominee's candidacy, not to exceed 500 words, delivered to the Secretary of the Corporation at the time the Notice of Proxy Access Nomination (as defined below) required by this Section 9 is provided (the "Statement"). Notwithstanding anything to the contrary contained in this Section 9, the Corporation may omit from the Company Proxy Materials any information or Statement (or portion thereof) that the Board of Directors determines is materially false or misleading, omits to state any material fact necessary in order to make such information or Statement, in light of the circumstances under which it was provided or made, not misleading, or would violate any applicable law or regulation.

(b) To be eligible to require the Corporation to include a Stockholder Nominee in the Company Proxy Materials pursuant to this Section 9, an Eligible Stockholder must have Owned (as defined below) at least three percent of the total number of outstanding shares of common stock, par value $0.01 per share (the "Common Stock"), of the Corporation (the "Required Shares") continuously for at least three consecutive years (the "Minimum Holding Period") as of the date the Notice of Proxy Access Nomination is received by the Secretary of the Corporation in accordance with this Section 9, and must continuously Own the Required Shares through the date of such annual meeting (and any postponement or adjournment thereof). For purposes of this Section 9, an Eligible Stockholder shall be deemed to "Own" only those outstanding shares of Common Stock as to which the Eligible Stockholder possesses both (i) full voting and investment rights and (ii) the full economic interest (including the opportunity for profit from and risk of loss on); provided that the number of shares calculated in accordance with clauses (i) and (ii) shall not include any shares (A) sold by such Eligible Stockholder or any of its Affiliates (as defined below) in any transaction that has not been settled or closed, including short sales, (B) borrowed by such Eligible Stockholder or any of its Affiliates for any purpose or purchased by such Eligible Stockholder or any of its Affiliates pursuant to an agreement to resell, (C) that are subject to any option, warrant, forward contract, swap, contract of sale, other derivative or similar instrument, agreement, arrangement or understanding entered into by such stockholder or any of its Affiliates, whether any such instrument, agreement, arrangement or understanding is to be settled with shares or with cash based on the notional amount or value of outstanding shares of Common Stock, in any such case which instrument, agreement, arrangement or understanding has, or is intended to have, the purpose or effect of (1) reducing in any manner, to any extent or at any time in the future, such stockholder's or its Affiliate's full right to vote or direct the voting of any such shares and/or (2) hedging, offsetting or altering to any degree any gain or loss arising from the full economic ownership of such shares by such stockholder or its Affiliate or (D) for which the stockholder has transferred the

right to vote the shares other than by means of a proxy, power of attorney or other instrument or arrangement that is unconditionally revocable at any time by the stockholder and that expressly directs the proxy holder to vote at the direction of the stockholder. In addition, an Eligible Stockholder shall be deemed to "Own" shares of Common Stock (x) held in the name of a nominee or other intermediary so long as the stockholder retains the full right to instruct how the shares are voted with respect to the election of directors and possesses the full economic interest in the shares of Common Stock, or (y) that such Eligible Stockholder has loaned but has the power to recall from the borrower on not more than five Business Days' notice; provided that the Eligible Stockholder has in fact recalled such shares for return within at least five Business Days as of the time the Notice of Proxy Access Nomination is provided, and, once returned from the borrower, holds such shares continuously through the date of the annual meeting of stockholders (and any postponement or adjournment thereof). For purposes of this Section 9, the terms "Owned," "Owning" and other variations of the word "Own" shall have correlative meanings. Whether outstanding shares of Common Stock are "Owned" for these purposes shall be determined by the Board of Directors in its sole discretion. In addition, the term "Affiliate" or "Affiliates" shall have the meaning ascribed thereto under the Exchange Act.

(c) To be eligible to require the Corporation to include a Stockholder Nominee in the Company Proxy Materials pursuant to this Section 9, an Eligible Stockholder must provide to the Secretary of the Corporation, in proper form and within the times specified below, (i) a written notice expressly electing to have such Stockholder Nominee included in the Company Proxy Materials pursuant to this Section 9 (a "Notice of Proxy Access Nomination") and (ii) any updates or supplements to such Notice of Proxy Access Nomination. To be timely, the Notice of Proxy Access Nomination must be delivered or mailed to and received by the Secretary of the Corporation at the principal executive office of the Corporation not earlier than the 150th day nor later than 5:00 p.m., Eastern Time, on the 120th day prior to the first anniversary of the date of the proxy statement for the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting of stockholders is advanced or delayed by more than 30 days from the first anniversary of the date of the preceding year's annual meeting, the Notice of Proxy Access Nomination to be timely must be so delivered or mailed to and received by the Secretary not earlier than the 150th day prior to the date of such annual meeting and not later than 5:00 p.m., Eastern Time, on the later of the 120th day prior to the date of such annual meeting, as originally convened, or the tenth day following the day on which public announcement of the date of such annual meeting is first made. The public announcement of a postponement or an adjournment of an annual meeting shall not commence a new time for the giving of a Notice of Proxy Access Nomination as described above.

(d) To be in proper form for purposes of this Section 9, the Notice of Proxy Access Nomination delivered or mailed to and received by the Secretary shall include the following information and certifications:

(1) (A) one or more written statements from the record holder of the Required Shares (or from each intermediary through which the Required Shares are or have been held during the Minimum Holding Period and, if applicable, each participant in the Depository Trust

Company (“DTC”) or affiliate of a DTC participant through which the Required Shares are or have been held by such intermediary during the Minimum Holding Period if the intermediary is not a DTC participant or affiliate of a DTC participant) verifying that, as of a date within seven Business Days prior to the date the Notice of Proxy Access Nomination is delivered to or mailed to and received by the Secretary of the Corporation, the Eligible Stockholder Owns, and has Owned continuously for the Minimum Holding Period, the Required Shares, and (B) the Eligible Stockholder’s agreement to provide (i) within five Business Days after the record date for the annual meeting of stockholders, written statements from the record holder or intermediaries between the record holder and the Eligible Stockholder verifying the Eligible Stockholder’s continuous Ownership of the Required Shares through the close of business on the record date, together with a written statement by the Eligible Stockholder that such Eligible Stockholder will continue to Own the Required Shares through the date of such annual meeting (and any postponement or adjournment thereof), and (ii) the updates and supplements to the Notice of Proxy Access Nomination at the times and in the forms required by this Section 9;

(2) a copy of the Schedule 14N filed or to be filed with the Securities and Exchange Commission as required by Rule 14a-18 under the Exchange Act;

(3) information that is the same as would be required to be set forth in a stockholder’s notice of nomination pursuant to Section 8(a)(3) of this Article I, including the written consent of the Stockholder Nominee to being named in the Company Proxy Materials as a nominee and to serving as a director if elected;

(4) a written undertaking executed by the Stockholder Nominee (A) that such Stockholder Nominee (i) is not, and will not become, a party to any agreement, arrangement or understanding with any person or entity other than the Corporation in connection with service or action as a director of the Corporation that has not been disclosed to the Corporation and (ii) will serve as a director of the Corporation if elected and (B) attaching a completed Stockholder Nominee questionnaire (which questionnaire shall be provided by the Corporation, upon request by the Eligible Stockholder, and shall include all information relating to the Stockholder Nominee that would be required to be disclosed in connection with the solicitation of proxies for the election of the Stockholder Nominee as a director in an election contest (even if an election contest is not involved), or would otherwise be required in connection with such solicitation, in each case pursuant to Regulation 14A (or any successor provision) under the Exchange Act, or would be required pursuant to the rules of any national securities exchange on which any securities of the Corporation are listed or over-the-counter market on which any securities of the Corporation are then traded);

(5) the written agreement of the Stockholder Nominee, upon such Stockholder Nominee’s election, to make such acknowledgments, enter into such agreements and provide such information as the Board of Directors requires of all directors at such time, including, without limitation, agreeing to be bound by the Corporation’s code of conduct, corporate governance guidelines, insider trading policy and other similar policies and procedures;

(6) an irrevocable resignation of the Stockholder Nominee, which shall become effective upon a determination by the Board of Directors that the information provided to the Corporation by such individual pursuant to this Section 9 or pursuant to Section 8(a)(3) of this Article I was untrue in any material respect or omitted to state a material fact necessary in order to make the information, in light of the circumstances under which it was provided, not misleading;

(7) a representation that the Eligible Stockholder (A) acquired the Required Shares in the ordinary course of business and not with the intent to change or influence control of the Corporation, and that neither the Eligible Stockholder nor any Stockholder Nominee being nominated thereby presently has such intent, (B) has not nominated and will not nominate for election to the Board of Directors at the annual meeting of stockholders (or any postponement or adjournment thereof) any individual other than the Stockholder Nominee(s) included in the Company Proxy Materials pursuant to this Section 9, (C) has not engaged and will not engage in, and has not been and will not be a "participant" in another person's, "solicitation," each within the meaning of Rule 14a-1*(l)* under the Exchange Act, in support of the election of any individual as a director at the annual meeting (or any postponement or adjournment thereof) other than such Stockholder Nominee(s) or a nominee of the Board of Directors, (D) has complied, and will comply, with all applicable laws and regulations applicable to solicitations and the use, if any, of soliciting material in connection with the annual meeting, including, without limitation, Rule 14a-9 under the Exchange Act, (E) will not distribute to any stockholder any form of proxy for the annual meeting other than the form distributed by the Corporation and (F) has not provided and will not provide any fact, statement or information in its communications with the Corporation and the stockholders that was not or will not be true, correct and complete in all material respects or which omitted or will omit to state a material fact necessary in order to make such fact, statement or information, in light of the circumstances under which they were or will be provided, not misleading;

(8) a written undertaking that the Eligible Stockholder (A) assumes all liability based, in whole or in part, on any legal or regulatory violation arising out of communications with the stockholders by the Eligible Stockholder, its Affiliates and associates or their respective agents or representatives, either before or after providing a Notice of Proxy Access Nomination pursuant to this Section 9, or out of any fact, statement or information that the Eligible Stockholder or its Stockholder Nominee(s) provided to the Corporation pursuant to this Section 9 or otherwise in connection with the inclusion of such Stockholder Nominee(s) in the Company Proxy Materials pursuant to this Section 9, and (B) indemnifies and holds harmless the Corporation and each of its directors, officers and employees against any liability, loss, damage or expense in connection with any threatened or pending action, suit or proceeding, whether legal, administrative or investigative, against the Corporation or any of its directors, officers or employees arising out of any nomination of a Stockholder Nominee or inclusion of such Stockholder Nominee in the Company Proxy Materials pursuant to this Section 9;

(9) a written description of any oral or written compensation, payment or other agreement, arrangement or understanding with any person or entity other than the Corporation under which the Stockholder Nominee is receiving or may receive compensation or payments related to service on the Board of Directors, together with a copy of any such agreement, arrangement or understanding if written;

(10) a written description of any oral or written agreement, arrangement or understanding with, or oral or written commitment or assurance to, any person or entity as to how the Stockholder Nominee, if elected as a director of the Corporation, will act or vote on any issue or question or issues or questions generally, together with a copy of any such agreement, arrangement, understanding, commitment or assurance if written; and

(11) in the case of the nomination by a group, the designation by all group members of one group member or a duly authorized representative thereof that is irrevocably authorized to act on behalf of, and to bind, all group members with respect to matters relating to the nomination, including withdrawal of the nomination.

The Corporation may also require each Stockholder Nominee and the Eligible Stockholder to furnish such other information (A) as may reasonably be required by the Corporation to determine the eligibility of such Stockholder Nominee to serve as an independent director, (B) that could be material to a stockholder's understanding of the independence or lack of independence of such Stockholder Nominee or (C) as may reasonably be required by the Corporation to determine that the Eligible Stockholder meets the criteria for qualification as an Eligible Stockholder.

(e) To be eligible to require the Corporation to include a Stockholder Nominee in the Company Proxy Materials pursuant to this Section 9, an Eligible Stockholder also must provide such updates and supplements to the Notice of Proxy Access Nomination as are necessary to ensure that the information provided or required to be provided in such Notice of Proxy Access Information pursuant to this Section 9 shall be true, correct and complete as of each of the record date for the annual meeting of stockholders and the date that is ten Business Days prior to such annual meeting or any postponement or adjournment thereof. Any such update or supplement (or a written notice stating that there is no such update or supplement) shall be delivered or mailed to and received by the Secretary at the principal executive office of the Corporation not later than 5:00 p.m., Eastern Time, on the fifth Business Day after the record date for the meeting (in the case of the update and supplement required to be made as of the record date) and not later than 5:00 p.m., Eastern Time, on the eighth Business Day prior to the date of the meeting, if practicable, or, if not practicable, on the first practicable date prior to the meeting or any postponement or adjournment thereof (in the case of the update and supplement required to be made as of ten Business Days prior to the meeting or any postponement or adjournment thereof).

(f) In the event that any fact, statement or information provided by the Eligible Stockholder or a Stockholder Nominee to the Corporation or the stockholders ceases to be true, correct and complete in all material respects or omits a material fact necessary to make such fact, statement or information, in light of the circumstances under which they were provided, not misleading, the Eligible Stockholder or Stockholder Nominee, as the case may be, shall promptly notify the Secretary of the Corporation of any related defect in such previously provided fact, statement or information and of the fact, statement or information required to correct any such defect.

(g) Whenever an Eligible Stockholder consists of a group of more than one stockholder, each provision in this Section 9 that requires the Eligible Stockholder to provide any written statements, representations, undertakings, agreements or other instruments or to comply with any other conditions shall be deemed to require each stockholder that is a member of such group to provide such statements, representations, undertakings, agreements or other instruments and to meet such other conditions (which, if applicable, shall apply with respect to the portion of the Required Shares Owned by such stockholder). When an Eligible Stockholder is comprised of a group, a violation of any provision of these Bylaws by any member of the group shall be deemed a violation by the entire group. No person may be a member of more than one group of persons constituting an Eligible Stockholder with respect to any annual meeting of stockholders. In determining the aggregate number of stockholders in a group, two or more funds that are part of the same family of funds under common management and investment control (a "Qualifying Fund Family") shall be treated as one stockholder. Not later than the deadline for delivery of the Notice of Proxy Access Nomination pursuant to this Section 9, a Qualifying Fund Family whose stock Ownership is counted for purposes of determining whether a stockholder or group of stockholders qualifies as an Eligible Stockholder shall provide to the Secretary of the Corporation such documentation as is reasonably satisfactory to the Board of Directors, in its sole discretion, that demonstrates that the funds comprising the Qualifying Fund Family satisfy the definition thereof.

(h) The maximum number of Stockholder Nominees nominated by all Eligible Stockholders and entitled to be included in the Company Proxy Materials with respect to an annual meeting of stockholders shall be the greater of (i) 25% of the number of directors up for election as of the last day on which a Notice of Proxy Access Nomination may be timely delivered pursuant to and in accordance with this Section 9 (the "Final Proxy Access Nomination Date") or, if such percentage is not a whole number, the closest whole number below such percentage or (ii) two; provided that the maximum number of Stockholder Nominees entitled to be included in the Company Proxy Materials with respect to a forthcoming annual meeting of stockholders shall be reduced by the number of individuals who were elected as directors at the immediately preceding or second preceding annual meeting of stockholders after inclusion in the Company Proxy Materials pursuant to this Section 9 and whom the Board of Directors nominates for re-election at such forthcoming annual meeting of stockholders. In the event that the Board of Directors elects to reduce the size of the Board of Directors to be elected at the annual meeting of stockholders, the maximum number of Stockholder Nominees eligible for inclusion in the Company Proxy Materials pursuant to this Section 9 shall be calculated based on the number of directors serving as so reduced. Any individual nominated by an Eligible Stockholder for inclusion in the Company Proxy Materials pursuant to this Section 9 whose nomination is subsequently withdrawn or whom the Board of Directors decides to nominate for election to the Board of Directors shall be counted as one of the Stockholder Nominees for purposes of determining when the maximum number of Stockholder Nominees eligible for inclusion in the

Company Proxy Materials pursuant to this Section 9 has been reached. Any Eligible Stockholder submitting more than one Stockholder Nominee for inclusion in the Company Proxy Materials pursuant to this Section 9 shall rank such Stockholder Nominees based on the order that the Eligible Stockholder desires such Stockholder Nominees be selected for inclusion in the Company Proxy Materials in the event that the total number of Stockholder Nominees submitted by Eligible Stockholders pursuant to this Section 9 exceeds the maximum number of Stockholder Nominees eligible for inclusion in the Company Proxy Materials pursuant to this Section 9(h). In the event the number of Stockholder Nominees submitted by Eligible Stockholders pursuant to this Section 9 exceeds the maximum number of Stockholder Nominees eligible for inclusion in the Company Proxy Materials pursuant to this Section 9(h), the highest-ranking Stockholder Nominee from each Eligible Stockholder pursuant to the preceding sentence shall be selected for inclusion in the Company Proxy Materials until the maximum number of Stockholder Nominees is reached, proceeding in order of the number of shares of Common Stock (largest to smallest) disclosed as Owned by each Eligible Stockholder in the Notice of Proxy Access Nomination submitted to the Secretary of the Corporation. If the maximum number of Stockholder Nominees is not reached after the highest-ranking Stockholder Nominee from each Eligible Stockholder has been selected, this selection process shall continue as many times as necessary, following the same order each time, until the maximum number of Stockholder Nominees is reached. The Stockholder Nominees so selected in accordance with this Section 9(h) shall be the only Stockholder Nominees whom the Corporation may include in the Company Proxy Materials and, following such selection, if the Stockholder Nominees so selected are not included in the Company Proxy Materials or are not submitted for election for any reason (other than the failure of the Corporation to comply with this Section 9), no other Stockholder Nominees shall be included in the Company Proxy Materials pursuant to this Section 9.

(i) The Corporation shall not be required to include, pursuant to this Section 9, a Stockholder Nominee in the Company Proxy Materials for any annual meeting of stockholders (i) for which meeting the Secretary of the Corporation receives a notice that the Eligible Stockholder or any other stockholder has nominated one or more individuals for election to the Board of Directors pursuant to the advance notice requirements for stockholder nominees for director set forth in Section 8 of this Article I, (ii) if the Eligible Stockholder who has nominated such Stockholder Nominee has engaged in or is currently engaged in, or has been or is a "participant" in another person's, "solicitation," each within the meaning of Rule 14a-1*(l)* under the Exchange Act, in support of the election of any individual as a director at the annual meeting other than its Stockholder Nominee(s) or a nominee of the Board of Directors, (iii) if such Stockholder Nominee would not qualify as an Independent Director, (iv) if the election of such Stockholder Nominee as a director would cause the Corporation to fail to comply with these Bylaws, the charter of the Corporation, the rules and listing standards of any national securities exchange on which any securities of the Corporation are listed or over-the-counter market on which any securities of the Corporation are then traded, or any applicable state or federal law, rule or regulation or any material agreement to which the Corporation is a party, (v) if such Stockholder Nominee is or has been, within the past three years, an officer or director of a competitor, as defined in Section 8 of the Clayton Antitrust Act of 1914, (vi) if such Stockholder

Nominee is a defendant in or named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses) or has been convicted or has pleaded nolo contendere in such a criminal proceeding within the past ten years, (vii) if such Stockholder Nominee is subject to any order of the type specified in Rule 506(d) of Regulation D promulgated under the Securities Act of 1933, as amended, (viii) if the Eligible Stockholder who has nominated such Stockholder Nominee or such Stockholder Nominee provides any fact, statement or information to the Corporation or the stockholders required or requested pursuant to this Section 9 that is not true, correct and complete in all material respects or that omits a material fact necessary to make such fact, statement or information, in light of the circumstances in which it was provided, not misleading, or that otherwise contravenes any of the agreements, representations or undertakings made by such Eligible Stockholder or Stockholder Nominee pursuant to this Section 9 or (ix) if the Eligible Stockholder who has nominated such Stockholder Nominee or such Stockholder Nominee fails to comply with any of its obligations pursuant to this Section 9, in each instance as determined by the Board of Directors, in its sole discretion.

(j) Notwithstanding anything to the contrary set forth herein, the Board of Directors or the chairman of the meeting shall declare a nomination by an Eligible Stockholder to be invalid, and such nomination shall be disregarded notwithstanding that proxies in respect of such vote may have been received by the Corporation, if (i) the Stockholder Nominee(s) and/or the applicable Eligible Stockholder shall have failed to comply with its or their obligations under this Section 9, as determined by the Board of Directors or the chairman of the meeting, or (ii) the Eligible Stockholder, or a qualified representative thereof, does not appear at the annual meeting of stockholders to present the nomination of the Stockholder Nominee(s) included in the Company Proxy Materials pursuant to this Section 9. For purposes of this Section 9(j), to be considered a qualified representative of a stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as its proxy at the annual meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction thereof, at such annual meeting.

(k) Any Stockholder Nominee who is included in the Company Proxy Materials for an annual meeting of stockholders but either (i) withdraws from or becomes ineligible or unavailable for election to the Board of Directors at such annual meeting or (ii) does not receive a number of "for" votes equal to at least 25% of the number of votes cast by stockholders in the election of such Stockholder Nominee at such annual meeting shall be ineligible for inclusion in the Company Proxy Materials as a Stockholder Nominee pursuant to this Section 9 for the next two annual meetings of stockholders. For the avoidance of doubt, this Section 9(k) shall not prevent any stockholder from nominating any individual to the Board of Directors pursuant to and in accordance with Section 8 of this Article I.

(l) This Section 9 provides the exclusive method for a stockholder to require the Corporation to include nominee(s) for election to the Board of Directors in the Company Proxy Materials.

Section 10. Reserved.

Section 11. CONTROL SHARE ACQUISITION ACT. The acquisition of shares of common stock of the Corporation by any existing or future stockholders or their affiliates or associates shall be exempt from all of the provisions of Subtitle 7 (entitled "Voting Rights of Certain Control Shares") of Title 3 of the Maryland General Corporation Law (the "MGCL"), as amended. This Section 11 may be repealed, in whole or in part, at any time, whether before or after an acquisition of control shares and such repeal may, to the extent provided by any successor bylaw, apply to any prior or subsequent control share acquisition.

Section 12. INSPECTORS. The Board of Directors or the chairman of the meeting may appoint, before or at the meeting, one or more inspectors for the meeting and any successor to the inspector. Except as otherwise provided by the chairman of the meeting, the inspectors, if any, shall (i) determine the number of shares of stock represented at the meeting, in person or by proxy, and the validity and effect of proxies, (ii) receive and tabulate all votes, ballots or consents, (iii) report such tabulation to the chairman of the meeting, (iv) hear and determine all challenges and questions arising in connection with the right to vote, and (v) do such acts as are proper to fairly conduct the election or vote. Each such report shall be in writing and signed by the inspector or by a majority of them if there is more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors. The report of the inspector or inspectors on the number of shares represented at the meeting and the results of the voting shall be prima facie evidence thereof.

ARTICLE II
BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the restrictions contained in the Charter and these Bylaws, the business and affairs of the Corporation shall be managed under the direction of its Board of Directors. The Board of Directors shall have the power to fix the compensation of its members and to provide for the payment of the expenses of its members in attending meetings of the Board of Directors and of any committee of the Board of Directors.

Section 2. TENURE. Subject to removal, death, resignation or retirement of a director, a director shall hold office until the annual meeting of the stockholders for the year in which such director's term expires and until a successor shall be elected and qualify, or a successor is elected as provided in Section 7.1(d) of the Charter.

Section 3. NUMBER. From time to time, the number of directors may be increased to not more than 20, or decreased to not less than the minimum number required by the MGCL, upon resolution approved by a majority of the total number of directors which the Corporation would have if there were no vacancies (the "Whole Board").

Section 4. ANNUAL MEETING. An annual meeting of the Board of Directors shall be held immediately after and at the same place as the annual meeting of stockholders, no notice other than this Bylaw being necessary. In the event such meeting is not so held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors.

Section 5. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board, Chief Executive Officer, President or by a majority of the directors then in office. The person or persons authorized to call special meetings of the Board of Directors may fix any place as the place for holding any special meeting of the Board of Directors called by them. The Board of Directors may provide, by resolution, the time and place for the holding of special meetings of the Board of Directors without other notice than such resolution.

Section 6. NOTICE. Notice of any special meeting of the Board of Directors shall be delivered personally or by telephone, electronic mail, facsimile transmission, United States mail or courier to each director at his or her business or residence address. Notice by personal delivery, telephone, electronic mail or facsimile transmission shall be given at least 24 hours prior to the meeting. Notice by United States mail shall be given at least three days prior to the meeting. Notice by courier shall be given at least two days prior to the meeting. Telephone notice shall be deemed to be given when the director or his or her agent is personally given such notice in a telephone call to which the director or his or her agent is a party. Electronic mail notice shall be deemed to be given upon transmission of the message to the electronic mail address given to the Corporation by the director. Facsimile transmission notice shall be deemed to be given upon completion of the transmission of the message to the number given to the Corporation by the director and receipt of a completed answer-back indicating receipt. Notice by United States mail shall be deemed to be given when deposited in the United States mail properly addressed, with postage thereon prepaid. Notice by courier shall be deemed to be given when deposited with or delivered to a courier properly addressed. Neither the business to be transacted at, nor the purpose of, any annual, regular or special meeting of the Board of Directors need be stated in the notice, unless specifically required by statute or these Bylaws.

Section 7. QUORUM AND VOTING. A majority of the directors then serving on the Board shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if, at any meeting of the Board of Directors, there shall be less than a quorum present, a majority of the directors present at the meeting, without further notice, may adjourn the same from time to time, until a quorum shall attend. Except as required by applicable law, or as provided in the Charter or these Bylaws, a majority of the directors present at any meeting at which a quorum is present shall decide any questions that may come before the meeting, unless the concurrence of a greater proportion is required for such action by applicable law, the Charter or these Bylaws. If enough directors have withdrawn from a meeting to leave less than a quorum, but the meeting is not adjourned, the action of the majority of that number of directors necessary to constitute a quorum at such meeting shall be the action of the Board of Directors, unless the concurrence of a greater proportion is required for such action by applicable law, the Charter or these Bylaws.

Section 8. TELEPHONE MEETINGS. Members of the Board of Directors may participate in a meeting by means of a conference telephone or other communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means constitutes presence in person at a meeting.

Section 9. WRITTEN CONSENT BY DIRECTORS. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if a consent in writing or by electronic transmission to such action is given by each director and filed with the minutes of proceedings of the Board of Directors.

Section 10. RELIANCE. Each director and officer of the Corporation shall, in the performance of his or her duties with respect to the Corporation, be entitled to rely on any information, opinion, report or statement, including any financial statement or other financial data, prepared or presented by an officer or employee of the Corporation whom the director or officer reasonably believes to be reliable and competent in the matters presented, by a lawyer, certified public accountant or other person, as to a matter which the director or officer reasonably believes to be within the person's professional or expert competence, or, with respect to a director, by a committee of the Board of Directors on which the director does not serve, as to a matter within its designated authority, if the director reasonably believes the committee to merit confidence.

Section 11. RATIFICATION. The Board of Directors or the stockholders may ratify and make binding on the Corporation any action or inaction by the Corporation or its officers to the extent that the Board of Directors or the stockholders could have originally authorized the matter. Moreover, any action or inaction questioned in any stockholders' derivative proceeding or any other proceeding on the ground of lack of authority, defective or irregular execution, adverse interest of a director, officer or stockholder, non-disclosure, miscomputation, the application of improper principles or practices of accounting, or otherwise, may be ratified, before or after judgment, by the Board of Directors or by the stockholders, and if so ratified, shall have the same force and effect as if the questioned action or inaction had been originally duly authorized, and such ratification shall be binding upon the Corporation and its stockholders and shall constitute a bar to any claim or execution of any judgment in respect of such questioned action or inaction.

Section 12. VACANCIES. If for any reason any or all of the directors cease to be directors, such event shall not terminate the Corporation or affect these Bylaws or the powers of the remaining directors hereunder. Any vacancy on the Board of Directors for any cause other than an increase in the number of directors may be filled by a majority of the remaining directors, even if such majority is less than a quorum. Any vacancy in the number of directors created by an increase in the number of directors may be filled by a majority of the entire Board of Directors. Any individual so elected as director shall serve until the next annual meeting of stockholders and until his or her successor is duly elected and qualifies.

ARTICLE III:
COMMITTEES OF THE BOARD OF DIRECTORS

Section 1. EXECUTIVE COMMITTEE. (a) The Board of Directors may elect an Executive Committee consisting of three or more directors. If such a committee is established, the Board of Directors shall appoint one of the members of the Executive Committee to the office of Chairman of the Executive Committee. The Chairman and other members of the Executive Committee shall hold office until the first meeting of the Board of Directors following the annual meeting of stockholders next succeeding their respective elections or, if earlier, until removed by the Board of Directors or until they shall cease to be directors. Vacancies in the Executive Committee or in the office of Chairman of the Executive Committee shall be filled by the Board of Directors.

(b) If such a committee is established, all the powers of the Board of Directors in the management of the business and affairs of the Corporation, except as otherwise provided by the MGCL, the Charter and these Bylaws, shall vest in the Executive Committee, when the Board of Directors is not in session.

Section 2. AUDIT COMMITTEE. The Board of Directors shall elect an Audit Committee consisting of three or more directors. The Board of Directors shall appoint one of the members of the Audit Committee to the office of Chairman of the Audit Committee. The Chairman and other members of the Audit Committee shall hold office until the first meeting of the Board of Directors following the annual meeting of stockholders next succeeding their respective elections or, if earlier, until removed by the Board of Directors or until they shall cease to be directors. Vacancies in the Audit Committee or in the office of Chairman of the Audit Committee shall be filled by the Board of Directors.

Section 3. COMPENSATION AND HUMAN RESOURCE COMMITTEE. The Board of Directors shall elect a Compensation and Human Resource Committee consisting of two or more directors. The Board of Directors shall appoint one of the members of the Compensation and Human Resource Committee to the office of Chairman of the Compensation and Human Resource Committee. The Chairman and other members of the Compensation and Human Resource Committee shall hold office until the first meeting of the Board of Directors following the annual meeting of stockholders next succeeding their respective elections or, if earlier, until removed by the Board of Directors or until they shall cease to be directors. Vacancies in the Compensation and Human Resource Committee or in the office of Chairman of the Compensation and Human Resource Committee shall be filled by the Board of Directors.

Section 4. COMMITTEE ON DIRECTORS AND GOVERNANCE. The Board of Directors shall elect a Committee on Directors and Governance consisting of two or more directors. The Board of Directors shall appoint one of the members of the Committee on Directors and Governance to the office of Chairman of the Committee on Directors and Governance. The Chairman and other members of the Committee on Directors and Governance shall hold office until the first meeting of the Board of Directors following the annual meeting of stockholders next succeeding their respective elections or, if earlier, until removed by the Board of Directors or until they shall cease to be directors. Vacancies in the Committee on Directors and Governance or in the office of Chairman of the Committee on Directors and Governance shall be filled by the Board of Directors.

Section 5. OTHER COMMITTEES. The Board of Directors may, by resolution adopted by a majority of the entire Board, designate one or more additional committees, each of which shall consist of one or more directors of the Corporation, and if it elects such a committee consisting of more than one director, shall appoint one of the members of the committee to be Chairman thereof.

Section 6. MEETINGS. The Executive Committee and each other committee shall meet from time to time on call of its Chairman or on call of any one or more of its members or the Chairman of the Board for the transaction of any business.

Section 7. QUORUM AND VOTING. At any meeting, however called, of the Executive Committee and each other committee, a majority of its members shall constitute a quorum for the transaction of business. A majority of such quorum shall decide any matter that may come before the meeting.

Section 8. TELEPHONE MEETINGS. Members of any committee of the Board of Directors may participate in a meeting by means of a conference telephone or other communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means constitutes presence in person at a meeting.

Section 9. WRITTEN CONSENT BY COMMITTEES. Any action required or permitted to be taken at any meeting of any committee of the Board of Directors may be taken without a meeting, if a consent in writing or by electronic transmission to such action is given by each member of the committee is filed with the minutes of proceedings of such committee.

Section 10. MINUTES. The Executive Committee and each other committee shall keep minutes of its proceedings.

ARTICLE IV
CHAIRMAN OF THE BOARD / OFFICERS

Section 1. GENERAL. The Board of Directors shall appoint one of their number as Chairman of the Board and may appoint one of their number as Honorary Chairman of the Board, either of whom may or may not also serve as an officer of the Corporation. In addition, in the event of the absence of the Chairman or in the event that the Chairman ceases, for any reason, to be a member of the Board and the Board has not yet elected a successor, the Board of Directors may appoint one of their number as Acting Chairman of the Board. All of the duties and powers of the Chairman of the Board shall be vested in the Acting Chairman of the Board (in the event the Board has appointed an Acting Chairman). The Board of Directors shall elect a Chief Executive Officer who may also be a director. The Board of Directors shall also elect the

President and may elect one or more Senior Vice Presidents and Vice Presidents, who need not be directors, and such other officers and agents with such powers and duties as the Board of Directors may prescribe. In the absence of an election by the Board, the Chief Executive Officer shall elect a Treasurer and a Secretary, neither of whom need be a director, and may elect a controller and one or more Assistant Vice Presidents, Assistant Controllers, Assistant Secretaries and Assistant Treasurers, none of whom need be a director. All said officers shall hold office until the first meeting of the Board of Directors following the annual meeting of the stockholders next succeeding their respective elections, and until their successors are elected and qualify. Any two of said offices, except those of President and Senior Vice President or Vice President, may, at the discretion of the Board of Directors or the Chief Executive Officer, be held by the same person. Election of an officer or agent shall not of itself create contract rights between the Corporation and such officer or agent.

Section 2. CHIEF EXECUTIVE OFFICER. Subject to any supervisory duties that may be given to the Chairman of the Board by the Board of Directors and the direction of the Board of Directors generally, the Chief Executive Officer shall have direct supervision and authority over the business and affairs of the Corporation. If the Chief Executive Officer is also a director, and in the absence of the Chairman of the Board or the Acting Chairman of the Board, if any, the Chief Executive Officer shall preside at all meetings of the Board of Directors at which he or she shall be present. He or she shall make a report of the operation of the Corporation for the preceding fiscal year to the stockholders at their annual meeting and shall perform such other duties as are incident to his or her office, or as from time to time may be assigned to him or her by the Board of Directors or the Executive Committee, or by these Bylaws.

Section 3. CHAIRMAN OF THE BOARD. The Chairman of the Board (or, in his or her absence, the Acting Chairman of the Board, if there be one, or, in the absence of an Acting Chairman of the Board, the Chief Executive Officer, if a director) shall preside at all meetings of the Board of Directors at which he or she shall be present and shall have such other powers and duties as from time to time may be assigned to him or her by the Board of Directors or the Executive Committee or by these Bylaws. The Board of Directors may select a presiding director who, in the absence of the Chairman of the Board and the Chief Executive Officer, if the Chief Executive Officer is also a director, shall preside at all meetings of the Board of Directors at which he or she shall be present.

Section 4. CHAIRMAN OF THE EXECUTIVE COMMITTEE. The Chairman of the Executive Committee shall preside at all meetings of the Executive Committee at which he or she shall be present.

Section 5. PRESIDENT. Except as otherwise provided in these Bylaws, the President shall perform the duties and exercise all the functions of the Chief Executive Officer in his or her absence or during his or her inability to act, in such manner as from time to time may be determined by the Board of Directors or by the Executive Committee. The President, Senior Vice Presidents and Vice Presidents shall have such other powers, and perform such other duties, as may be assigned to him/her or them by the Board of Directors, the Executive Committee, the Chief Executive Officer, or these Bylaws.

Section 6. SECRETARY. The Secretary shall issue notices for all meetings, shall keep the minutes of all meetings, shall have charge of the records of the Corporation, and shall make such reports and perform such other duties as are incident to his or her office or are required of him or her by the Board of Directors, the Chairman of the Board, the Executive Committee, the Chief Executive Officer, or these Bylaws.

Section 7. TREASURER. The Treasurer shall have charge of all monies and securities of the Corporation and shall cause regular books of account to be kept. The Treasurer shall perform all duties incident to his or her office or required of him or her by the Board of Directors, the Chairman of the Board, the Executive Committee, the Chief Executive Officer or these Bylaws.

Section 8. ASSISTANT SECRETARIES AND ASSISTANT TREASURERS. The Assistant Secretaries and Assistant Treasurers, in general, shall perform such duties as shall be assigned to them by the Secretary or Treasurer, respectively, or by the President or the Board of Directors.

ARTICLE V
FISCAL YEAR

The fiscal year of the Corporation shall end on the 31st day of December in each year, or on such other day as may be fixed from time to time by the Board of Directors.

ARTICLE VI
SEAL

Section 1. SEAL. The Board of Directors shall provide (with one or more duplicates) a suitable seal, containing the name of the Corporation, which shall be in the charge of the Secretary or Assistant Secretaries.

Section 2. AFFIXING SEAL. Whenever the Corporation is permitted or required to affix its seal to a document, it shall be sufficient to meet the requirements of any law, rule or regulation relating to a seal to place the word “(SEAL)” adjacent to the signature of the person authorized to execute the document on behalf of the Corporation.

ARTICLE VII
STOCK

Section 1. CERTIFICATES. Shares of stock of the Corporation may be represented by share certificates or may be uncertificated. In the event that the Corporation issues shares of stock represented by certificates, such certificates shall be in such form as prescribed by the Board of Directors or a duly authorized officer, shall contain the statements and information

required by the MGCL and shall be signed by the officers of the Corporation in any manner permitted by the MGCL. In the event that the Corporation issues shares of stock without certificates, to the extent then required by the MGCL, the Corporation shall provide to the record holders of such shares, if and when requested, a written statement of the information required by the MGCL to be included on stock certificates. There shall be no differences in the rights and obligations of stockholders based on whether or not their shares are represented by certificates. If a class or series of stock is authorized by the Board of Directors to be issued without certificates, no stockholder shall be entitled to a certificate or certificates representing any shares of such class or series of stock held by such stockholder unless otherwise determined by the Board of Directors and then only upon written request by such stockholder to the Secretary of the Corporation.

Section 2. TRANSFERS. All transfers of shares of stock shall be made on the books of the Corporation, by the holder of the shares, in person or by his or her attorney, in such manner as the Board of Directors or any officer of the Corporation may prescribe and, if such shares are certificated, upon surrender of certificates duly endorsed. The issuance of a new certificate upon the transfer of certificated shares is subject to the determination of the Board of Directors or an officer of the Corporation that such shares shall no longer be represented by certificates. Upon the transfer of uncertificated shares, to the extent then required by the MGCL, the Corporation shall provide to record holders of such shares a written statement of the information required by the MGCL to be included on stock certificates.

The Corporation shall be entitled to treat the holder of record of any share of stock as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Maryland.

Notwithstanding the foregoing, transfers of shares of any class or series of stock will be subject in all respects to the Charter and all of the terms and conditions contained therein.

Section 3. REPLACEMENT CERTIFICATE. Any officer of the Corporation may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, destroyed, stolen or mutilated, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, destroyed, stolen or mutilated; provided, however, if such shares have ceased to be certificated, no new certificate shall be issued unless requested in writing by such stockholder and the Board of Directors or an officer of the Corporation has determined that such certificates may be issued. Unless otherwise determined by an officer of the Corporation, the owner of such lost, destroyed, stolen or mutilated certificate or certificates, or his or her legal representative, shall be required, as a condition precedent to the issuance of a new certificate or certificates, to give the Corporation a bond in such sums as it may direct as indemnity against any claim that may be made against the Corporation.

Section 4. FIXING OF RECORD DATE. The Board of Directors may set, in advance, a record date for the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders or determining stockholders entitled to receive payment of any dividend or the allotment of any other rights, or in order to make a determination of stockholders for any other proper purpose. Such record date, in any case, shall not be prior to the close of business on the day the record date is fixed and shall be not more than 90 days and, in the case of a meeting of stockholders, not less than ten days, before the date on which the meeting or particular action requiring such determination of stockholders of record is to be held or taken.

When a record date for the determination of stockholders entitled to notice of and to vote at any meeting of stockholders has been set as provided in this section, such record date shall continue to apply to the meeting if adjourned or postponed, except if the meeting is adjourned or postponed to a date more than 120 days after the record date originally fixed for the meeting, in which case a new record date for such meeting may be determined as set forth herein.

Section 5. STOCK LEDGER. The Corporation shall maintain at its principal office or at the office of its counsel, accountants or transfer agent, an original or duplicate stock ledger containing the name and address of each stockholder and the number of shares of each class of stock held by such stockholder.

Section 6. FRACTIONAL STOCK; ISSUANCE OF UNITS. The Corporation may (a) issue fractional shares of stock, (b) eliminate a fractional interest by rounding up to a full share of stock, (c) arrange for the disposition of a fractional share by the person entitled to it, (d) pay cash for the fair value of a fractional share of stock as determined as of the time when the person entitled to receive it is determined or (e) provide for the issuance of scrip, all on such terms and under such conditions as the Board of Directors may determine. Notwithstanding any other provision of the Charter or these Bylaws, the Board of Directors may authorize the Corporation to issue units consisting of different securities of the Corporation. Any security issued in a unit shall have the same characteristics as any identical securities issued by the Corporation, except that the Board of Directors may provide that for a specified period securities of the Corporation issued in such unit may be transferred on the books of the Corporation only in such unit.

ARTICLE VIII
EXECUTION OF INSTRUMENTS

All checks, drafts, bills of exchange, acceptances, debentures, bonds, coupons, notes or other obligations or evidences of indebtedness of the Corporation and also all deeds, mortgages, indentures, bills of sale, assignments, conveyances or other instruments of transfer, contracts, agreements, licenses, endorsements, stock powers, dividend orders, powers of attorney, proxies, waivers, consents, returns, reports, applications, appearances, complaints, declarations, petitions, stipulations, answers, denials, certificates, demands, notices or documents, instruments or writings of any nature shall be signed, executed, verified, acknowledged and delivered by such officers, agents or employees of the Corporation, or any one of them, and in such manner, as from time to time may be determined by the Board of Directors or by the Executive Committee, except as provided by statute, by the Charter or by these Bylaws.

ARTICLE IX
WAIVER OF NOTICE OF MEETINGS

Section 1. STOCKHOLDER MEETINGS. Notice of the time, place and/or purposes of any meeting of stockholders shall not be required to be given to any stockholder who shall attend such meeting in person or by proxy; if any stockholder shall, in writing or by electronic transmission filed with the records of the meeting either before or after the holding thereof, waive notice of any stockholders meeting, notice thereof need not be given to him or her.

Section 2. BOARD MEETINGS. Notice of any meeting of the Board of Directors need not be given to any director if he or she shall, in writing or by electronic transmission filed with the records of the meeting either before or after the holding thereof, waive such notice, or if he or she is present at the meeting (unless he or she is present for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened).

ARTICLE X
AMENDMENT TO BYLAWS

These Bylaws may be altered or repealed and new Bylaws may be adopted (a) at any annual or special meeting of stockholders by the affirmative vote of the holders of a majority of the voting power of the stock issued and outstanding and entitled to vote thereat, *provided*, however, that to the extent set forth in the Charter any proposed alteration or repeal of, or the adoption of, any Bylaw shall require the affirmative vote of the holders of at least 80% of the voting power of all Voting Stock (as defined in the Charter) then outstanding, voting together as a single class, and *provided, further*, however, that, in the case of any such stockholder action at a special meeting of stockholders, notice of the proposed alteration, repeal or adoption of the new Bylaw or Bylaws must be contained in the notice of such special meeting, or (b) by the affirmative vote of a majority of the Whole Board.

ARTICLE XI
INDEMNIFICATION

Section 1. MGCL. The provisions of Section 2-418 of the MGCL, as in effect from time to time, and any successor thereto, are hereby incorporated by reference in these Bylaws.

Section 2. GENERAL. The Corporation (a) shall indemnify individuals who are, or were, its directors and officers, whether serving the Corporation or at its request any other entity, to the maximum extent required or permitted by the laws of the State of Maryland as the same exists or may hereafter be amended or modified from time to time (but, in the case of amendment or modification to such laws, only to the extent that such amendment or modification permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to

provide prior to such amendment or modification), including the advance of expenses under the procedures set forth in Section 3 hereof and to the full extent permitted by law and (b) may indemnify other employees and agents to such extent, if any, as shall be authorized by the Board of Directors and be permitted by law, and may advance expenses to employees and agents under the procedures set forth in Section 4 hereof. For purposes of this Article XI, the "advance of expenses" shall include the providing by the Corporation to a director, officer, employee or agent who has been named a party to a proceeding, of legal representation by, or at the expense of, the Corporation.

Section 3. TIMING AND CONTRACTUAL NATURE. Any indemnification of an officer or director or advance of expenses to an officer or director in advance of the final disposition of any proceeding, shall be made promptly, and in any event within 60 days, upon the written request of the director or officer entitled to request indemnification. A request for advance of expenses shall contain the affirmation and undertaking described in Section 4 hereof and be delivered to the general counsel of the Corporation or to the Chairman of the Board. The right of an officer or director to indemnification and advance of expenses hereunder shall be enforceable by the officer or director entitled to request indemnification in any court of competent jurisdiction, if (a) the Corporation denies such request, in whole or in part, or (b) no disposition thereof is made within 60 days after request. The costs and expenses incurred by the officer or director entitled to request indemnification in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation. All rights of an officer or director to indemnification and advance of expenses hereunder shall be deemed to be a contract (with such contract rights to vest at the time of such person's service to or at the request of the Corporation) between the Corporation and each director or officer of the Corporation who serves or served in such capacity at any time while this Article XI is in effect. Such rights cannot be terminated by the Corporation, the Board of Directors or the stockholders of the Corporation with respect to a person's service prior to the date of such termination. No repeal or modification of this Bylaw shall in any way diminish or adversely affect the rights of any current or former director, officer, employee or agent of the Corporation hereunder in respect of any occurrence or matter arising prior to any such repeal or modification.

Section 4. ADVANCE OF EXPENSES. The Corporation may advance expenses, prior to the final disposition of any proceeding, to or on behalf of an employee or agent of the Corporation who is a party to a proceeding as to action taken while employed by or on behalf of the Corporation and who is neither an officer nor director of the Corporation upon (a) the submission by the employee or agent to the general counsel of the Corporation of a written affirmation that it is such employee's or agent's good faith belief that such employee or agent has met the requisite standard of conduct and an undertaking by such employee or agent to reimburse the Corporation for the advance of expenses by the Corporation to or on behalf of such employee or agent if it shall ultimately be determined that the standard of conduct has not been met and (b) the determination by the general counsel, in his or her discretion, that advance of expenses to the employee or agent is appropriate in light of all of the circumstances, subject to such additional conditions and restrictions not inconsistent with this Article XI as the general counsel shall impose.

Section 5. NONEXCLUSIVITY. The indemnification and advance of expenses provided by this Article XI (a) shall not be deemed exclusive of any other rights to which a person requesting indemnification or advance of expenses may be entitled under any law (common or statutory), or any agreement, vote of stockholders or disinterested directors or other provision that is not contrary to law, both as to action in his or her official capacity and as to action in another capacity while holding office or while employed by or acting as agent for the Corporation, and (b) shall continue in respect of all events occurring while a person was a director, officer, employee or agent of the Corporation.

Section 6. EFFECTIVE TIME AND AMENDMENTS. This Article XI shall be effective from and after the date of its adoption and shall apply to all proceedings arising prior to or after such date, regardless of whether relating to facts or circumstances occurring prior to or after such date. Subject to Article X of these Bylaws nothing herein shall prevent the amendment of this Article XI, provided that no such amendment shall diminish the rights of any person hereunder with respect to events occurring or claims made before the adoption of such amendment or as to claims made after such adoption in respect of events occurring before such adoption.

Section 7. AUTHORITY OF BOARD. The Board of Directors may take such action as is necessary to carry out the indemnification provisions of this Article XI and is expressly empowered to adopt, approve and amend from time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law.

Section 8. SEVERABILITY. The invalidity or unenforceability of any provision of this Article XI shall not affect the validity or enforceability of any other provision hereof. The phrase “this Bylaw” in this Article XI means this Article XI in its entirety.

Section 9. THIRD PARTY BENEFICIARY. The indemnification and advance of expenses provided by, or granted pursuant to, this Article XI shall be binding upon the Corporation (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Corporation) and be enforceable by the persons listed herein and their respective successors and assigns, shall continue as to any such person who has ceased to be a director, trustee, officer, employee or agent of the Corporation or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which such person is or was serving at the request of the Corporation, and shall inure to the benefit of such person and his or her spouse, assigns, heirs, devisees, executors and administrators and other legal representatives.

Exhibit 10.1

EXECUTION VERSION

TRANSITION SERVICES AGREEMENT

BY AND BETWEEN

NCR VOYIX CORPORATION

and

NCR ATLEOS CORPORATION

Dated as of October 16, 2023

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Schedules

TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (this "Agreement"), dated as of October 16, 2023 (the "Effective Date"), between NCR Voyix Corporation (f/k/a/ NCR Corporation), a Maryland corporation ("NCR"), and NCR Atleos Corporation, a Maryland corporation ("ATMCo"). "Party" or "Parties" means NCR or ATMCo, individually or collectively, as the case may be.

RECITALS

WHEREAS, the Parties have entered into that certain Separation and Distribution Agreement, dated October 16, 2023 (the "SDA");

WHEREAS, pursuant to the SDA, and in connection with the transition of the respective Businesses from one Group to the other, respectively, the Parties contemplate that certain services are to be provided or caused to be provided by NCR to ATMCo and by ATMCo to NCR for certain periods after the Separation upon the terms and conditions set forth in this Agreement; and

WHEREAS, this Agreement constitutes the Transition Services Agreement referred to in the SDA.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Certain Defined Terms.

(a) Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings as in the SDA, and Section 1.2 (References; Interpretation) of the SDA is incorporated herein by reference.

(b) The following capitalized terms used in this Agreement shall have the meanings set forth below:

"ATMCo Provider" means any member of the ATMCo Group that is a Provider.

"ATMCo Recipient" means any member of the ATMCo Group that is a Recipient.

"Force Majeure" means, with respect to a Person, an event beyond the reasonable control of such Person, including acts of God, floods, riots, fires or other natural disasters, explosions, sabotage, civil commotion or civil unrest, interference by civil or military authorities, epidemics, pandemics, acts of war (declared or undeclared), armed hostilities or other national or international calamity, acts of terrorism (including by cyberattack or otherwise) and failure or interruption of networks or energy sources, in each case, which such events cause cessation, interruption or hindrance of the provision of any Service.

"Intellectual Property" means, on a worldwide basis (including in any country or jurisdiction), all (i) national, regional and international patents (including utility patents and models, design patents and patents arising from any Patent Applications), including any extensions, renewals and substitutions thereof or therefor (collectively, "Patents"), designs and associated rights (including industrial and community designs and associated rights), Marks, copyrights, trade secrets and other confidential information and associated rights, mask works and associated rights, know-how, ideas, discoveries, creations, inventions, invention disclosures, innovations, developments, modifications, improvements, enhancements, derivative works, works of authorship, research and development (including information, data, plans and results), correspondence, records and other documentation, other proprietary information, documentation and materials of every kind, and other intellectual or industrial property (including any other related information, data, documentation and materials); (ii) copies, implementations and embodiments of any of the foregoing (in whatever form or medium, whether tangible (such as in writing) or intangible (such as in electronic form)); (iii) applications to register any of the foregoing (including, in the case of Patent applications, provisionals, continuations, divisionals, continuations-in-part, re-examination and reissue applications, and any other applications claiming priority to, or from which priority is claimed from, any of the foregoing Patent applications ("Patent Applications")) and registrations of any of the foregoing; (iv) other intellectual and industrial property rights, related proprietary rights and similar and equivalent rights (including related to any of the foregoing), including the right to sue for and/or license with respect to any past, present or future infringement, misappropriation or dilution of any of the foregoing; and (v) legal rights, title and interest in, to, under or with respect of any of the foregoing, whether or not filed, registered, issued, perfected or recorded.

"Marks" means, on a worldwide basis, all trademarks, service marks, trade names, business (including product and service) brands and names, logos, symbols and slogans, trade dress, domain names, social media handles and names, and other identifiers and similar items and all associated goodwill.

"NCR Provider" means any member of the NCR Group that is a Provider.

"NCR Recipient" means any member of the NCR Group that is a Recipient.

"Provider" means the applicable Party or member of its Group responsible for providing or causing the provision of a Service under this Agreement.

"Recipient" means the applicable Party or member of its Group entitled to receive a Service under this Agreement.

"Services" means the ATMCo Provided Services and the NCR Provided Services, as applicable.

"Technology" means methods, processes, plans, specifications, schematics, drawings, protocols, techniques, algorithms, formulae, features, functions, interfaces, APIs, software (whether in source code, object code or any other form) and related databases and documentation, arrangements, structures and appearances (including of non-copyrightable elements, features, functions and interfaces), data and data works and rights.

"Virus(es)" means any malicious computer code or instructions that adversely affect in any material respect the operation, security or integrity of (i) a computing telecommunications or other electronic operating or processing system or environment, (ii) software programs, data, databases, or other computer files or libraries, or (iii) computer hardware, networking devices or telecommunications equipment, including (x) viruses, Trojan horses, time bombs, back door devices, worms or any other software routine or hardware component designed to permit unauthorized access, disable, erase or otherwise harm software, hardware or data or perform any other such harmful or unauthorized actions and (y) similar malicious code or data.

ARTICLE II

SERVICES AND DURATION

Section 2.01 Provision of Services.

(a) Subject to the terms and conditions of this Agreement, NCR shall provide (or cause to be provided) to the ATMCo Recipients all of the services listed in Schedule 1 attached hereto (the "NCR Provided Services").

(b) Subject to the terms and conditions of this Agreement, ATMCo shall provide (or cause to be provided) to the NCR Recipients all of the services listed in Schedule 2 attached hereto (the "ATMCo Provided Services").

(c) Notwithstanding the foregoing, the Services shall not include the services set forth in Schedule 3 (the "Excluded Services").

Section 2.02 Duration of Services. Subject to Section 6.04 hereof, effective as of the Distribution Date, each Provider shall provide or cause to be provided to the respective Recipients each Service until the expiration of the period set forth next to such Service on the applicable Schedules hereto (the date of any such Service expiration, the "Service Term"); provided that a Recipient shall have the right to extend the performance of the Services (and the corresponding Service Term) for up to an additional three (3) month period after the applicable Service Term upon reasonable request set forth in a written notice specifying such additional requested period for such Service and delivered to the Provider no less than thirty (30) days prior to the end of such Service Term (provided further that such extension in no event shall extend beyond the Term).

Section 2.03 Omitted Services.

(a) If, within six (6) months after the Distribution Date, NCR or ATMCo identifies and requests in writing a service that the other Party or its Group provided to the Business of the requesting Party, respectively, during the twelve (12) months prior to the Distribution Date that the requesting Party or its Group reasonably requires in order for its Business to continue to operate in substantially the same manner in which the Business operated prior to the Distribution Date, and such service was not included in Schedule 1 or Schedule 2 (and is not an Excluded Service), then, in each case, ATMCo and NCR shall negotiate in good faith for the provision thereof hereunder if the applicable Provider is reasonably able to provide such requested service (and the applicable Recipient is not reasonably able to provide or procure from another Person such requested service) (it being agreed that it shall not be considered unreasonable to procure a service from another Person simply because the cost charged by such Person is greater than the historical cost such service was provided to the requesting Party or as would be charged by the Provider), and if so, subject to the Parties reaching an agreement pursuant to Section 2.03(b), the applicable Provider will use commercially reasonable efforts to provide, or cause to be provided, such requested service (such services, the "Omitted Services").

(b) In the event that the Parties reach an agreement with respect to providing an Omitted Service, the Parties or their respective Relationship Managers shall amend the appropriate Schedule in writing to include such Omitted Services and the terms with respect thereto that are mutually agreed by the Parties, including (i) the termination date with respect to such Omitted Services, which shall in no event be later than the end of the Term and (ii) the monthly fees and any other fees and expenses for such Omitted Services, determined pursuant to Section 3.01(b). Upon such amendment of the appropriate Schedule, such Omitted Services shall be deemed Services hereunder, and accordingly, the Party requested to provide such Omitted Services shall provide such Omitted Services, or cause such Omitted Services to be provided, in accordance with the other terms and conditions of this Agreement.

Section 2.04 Exception to Obligation to Provide Services. Notwithstanding anything in this Agreement to the contrary, the relevant Providers shall not be obligated (and neither NCR nor ATMCo shall be obligated to cause any Provider) to provide any Services to the extent the provision of such Services would violate any Law or any Contract to which NCR, ATMCo, any of NCR's or ATMCo's Affiliates or any of the Providers are subject; provided, however, that NCR and ATMCo shall comply with Section 7.02 in seeking to obtain any Required Consents necessary to provide such Services.

Section 2.05 Standard of the Provision of Services. Except where expressly provided otherwise in the applicable Schedule, the Services shall be provided in good faith with the degree of care, skill and diligence, and at a level, volume, scope and timeliness, substantially consistent with that provided to the applicable Business during the one (1)-year period immediately preceding the Distribution Date and shall be provided and accepted in accordance with the terms, limitations and conditions set forth in this Agreement and the applicable Schedule; provided that no Provider shall be required to increase the level, volume or scope of the Services in excess of those described in the foregoing clause; provided, further, that with respect to Services a Recipient may request such an increase from the applicable Provider, which will be considered a request for an Omitted Service hereunder subject to Section 2.03.

Section 2.06 Change in Services. The Providers may from time to time supplement, modify, substitute or otherwise alter the Services provided by such Provider, provided that such supplement, modification, substitution or alteration does not adversely affect the quality or availability of Services or increase the cost of using such Services, in each case, in a material respect. Notwithstanding the foregoing, a Provider will have the right to (i) temporarily interrupt the provision of Services for emergency or routine maintenance purposes and/or (ii) temporarily shut down the operation of the systems of the Provider providing the Services if, in each case, it is the commercially reasonable judgment of the Provider that such action is reasonably required or customary for its business, the Provider uses commercially reasonable efforts to arrange for the provision of such Services impacted by such temporary interruption and/or shutdown where reasonably practicable and at no material additional cost and expense to Recipient, and, where reasonably practicable, subject to reasonable written notice (under the circumstances) and reasonable consultation with Recipient with respect thereto. In performing any maintenance contemplated by this Section 2.06, the Provider shall use commercially reasonable efforts to minimize the impact of such maintenance on the Services and the Recipient's Business.

Section 2.07 Subcontractors. A Provider may reasonably subcontract any of the Services or portion thereof that is not subcontracted as of the Distribution Date to any other Person, including any Affiliate of the Provider, without the prior written consent of the Recipient; provided that (i) the use of such subcontractor shall not result in any increased Service Charges or additional costs, fees and expenses to Recipient in respect of such subcontracted Services in a material respect, (ii) such other Person shall be subject to service standards and confidentiality obligations consistent with those set forth herein, and (iii) such Provider shall remain primarily responsible for all of its obligations hereunder with respect to the Services provided by such subcontractor; provided further, in all cases, that prior written notice to Recipient and Recipient's prior written consent (such consent not to be unreasonably withheld, conditioned, or delayed) shall be required if such subcontracting is to a Third Party with respect to Services that are provided solely to Recipient or that is a direct competitor of Recipient.

Section 2.08 Electronic Access.

(a) To the extent that the performance or receipt of Services hereunder requires access to a Party's or its Affiliates' computer systems, software or other information technology systems, including data contained therein (collectively, the "Systems") by the other Party or its Affiliates (the "Accessing Group"), the Party whose Group's Systems are being accessed (the "Providing Group") shall provide access to (and the Accessing Group may access) such Systems solely for the purpose of, as applicable, providing or receiving the Services. Each Party shall cause its applicable Accessing Group to comply with all of the Providing Group's policies, procedures and limitations (including with respect to physical security, network access, internet security, confidentiality and personal data security and privacy guidelines and other similar policies, collectively, the "Security Regulations") to be determined by such Providing Group from time to time and provided in writing to such Accessing Group, and shall not tamper with, compromise or circumvent any security or related audit measures employed by the Providing Group. The Accessing Group shall access and use only those Systems of the Providing Group for which it has been granted the right to access and use.

(b) While Services are being provided hereunder, the Parties shall take commercially reasonable measures to ensure that no Virus or similar items are coded or introduced into the Services or Systems. With respect to Services or Systems provided by third parties, compliance with the applicable agreement with such third party shall be deemed sufficient commercially reasonable measures. If a Virus is found to have been introduced into any Services or Systems, (i) the Party that discovers the Virus shall promptly notify the other Party and (ii) the Parties shall use commercially reasonable efforts to cooperate and to diligently work together to remediate the effects of the Virus.

(c) The Parties shall take commercially reasonable measures in providing, accessing and using the Services and Systems hereunder to prevent unauthorized access, use, destruction, alteration or loss of data, information or software contained in the Systems. If, at any time, the Accessing Group reasonably determines that any of its personnel has attempted to circumvent, or has circumvented, the Security Regulations, that any unauthorized personnel has or has had access to the Systems, or that any such personnel has engaged in activities that may lead to the unauthorized access, use, destruction, alteration or loss of data, information or software of the Providing Group, the Accessing Group shall immediately terminate any such person's access to the Systems and immediately notify the Providing Group. The Accessing Group shall reasonably cooperate with the Providing Group in investigating any unauthorized access to the Systems.

Section 2.09 Data Breaches. The Parties shall take reasonable technical and organizational measures designed to protect the Data against accidental or unlawful destruction or accidental loss, accidental alteration, damage, unauthorized disclosure or access of the Data, and notify the other Party without undue delay (and in any event within forty-eight (48) hours) of any personal data breach or cybersecurity incident of which it becomes aware or which it reasonably suspects has occurred with respect to the Data; provided, that, the foregoing shall not limit any obligation of either Party pursuant to the Personal Information Processing Agreement ("PIPA").

Section 2.10 Audit Rights. Either Party shall, when reasonably requested to do so, allow for and facilitate audits, including inspections, conducted by a Party or another auditor reasonably designated by such Party (the "Auditing Party") in connection with this Agreement, provided that:

(a) The Auditing Party gives reasonable prior notice of its intention to perform an audit, conducts its audit during normal business hours, and takes all reasonable measures to prevent unnecessary disruption to the other Party's operations, except if and when required by instruction of a competent data protection authority or where the Auditing Party has suffered a personal data breach and the Auditing Party's data or the Auditing Party's employee data was compromised by such breach;

(b) The Auditing Party agrees in writing to comply with the other Party's reasonable confidentiality and security protocols and procedures;

(c) The cost of such audits, including inspections, shall be borne by the Auditing Party, unless any audit reveals that the other Party is in material breach of this Agreement, in which case the other Party shall reimburse the reasonable costs of such audit and take at its own cost all corrective actions including any temporary work arounds necessary to comply with this Agreement; and

(d) The foregoing shall not limit any obligation of either Party pursuant to the PIPA.

Section 2.11 Access to Facilities.

(a) To the extent that the performance or receipt of Services hereunder requires access to a Party's or its Affiliates' office space or facilities or designated portion thereof (collectively, the "Facilities") by the other Party or its Affiliates (the "Entering Group"), the Party whose Group's Facilities are being entered (the "Granting Group") shall grant to Entering Group a limited license (each, a "Facility License" and collectively, the "Facilities License") to use and access such Facilities, and to use certain offices, work stations, furniture, fixtures and equipment located at such Facilities (collectively, the "Licensed Area"), solely for the purpose of, as applicable, providing or receiving the Services, together with an irrevocable (subject to the other provisions herein), non-exclusive right to use in common with the Granting Group the common areas at and serving the Facilities. Each Party shall cause its applicable Entering Group to comply with all of the Granting Group's policies, procedures and limitations (including with respect to physical security, restrictions, confidentiality and other similar policies) to be determined by such Granting Group from time to time and provided in writing to such Entering Group. The Entering Group shall access and enter only those Facilities of the Granting Group for which it has been granted the right to access and enter, and shall do so in a manner intended to minimize disruption or inconvenience to the Granting Group. The Parties agree to cooperate in good faith to (i) separate personnel such that the Licensed Area within each Facility shall only include that portion of the applicable Facility that will be used by the Entering Group and (ii) (X) if required, obtain the consent of the landlord(s) under any Lease to permit the applicable Facilities License and (Y) if required by a landlord, enter into a sublease or similar license or use agreement with respect to any Lease on terms consistent with this Agreement. The grant of the Facilities License is subject to the following terms and conditions, which supplement the terms and conditions of this Agreement:

(b) Except for the Owned Facilities, the Parties acknowledge that the Granting Group leases the Facilities pursuant to the lease agreements set forth on Schedule 6 (each, a "Lease"). The Facilities License is and shall be subject and subordinate to each Lease, as applicable, and to the matters to which such Lease is or shall be subordinate. Without limitation to the foregoing, each Facilities License shall immediately terminate without any further action on the part of the Parties in the event that the underlying Lease terminates, provided that the Service Provider shall use commercially reasonable efforts to provide the Service Recipient with notice of any such termination as promptly as practicable. In the event of any conflict between this Agreement and the terms and conditions of any underlying Lease, the terms and conditions of the underlying Lease shall control.

(c) The Entering Group shall and shall cause their employees, representatives, contractors, invitees and licensees to use the Licensed Area in substantially the same manner that it used and occupied such space immediately prior to the Effective Date and for no other purpose nor in any other manner and, in any event, in accordance with (i) all terms, conditions, requirements, conditions and provisions of the applicable Lease, (ii) all Laws and other legal requirements applicable to the use or occupation of each Facility, including those relating to environmental, health and workplace safety matters, and (iii) the applicable landlord's site rules, regulations, policies and procedures.

(d) The Entering Group shall only permit their employees, authorized representatives, contractors, invitees or licensees to use the Facilities, unless otherwise permitted by the Granting Group in writing.

(e) The Granting Group (and, if applicable, the landlords under the Leases) shall have reasonable access to the Facilities from time to time, as reasonably necessary for the security, repair and maintenance thereof.

(f) The Entering Group shall not make, and shall cause their respective employees, representatives, contractors, invitees and licensees to not make, any alterations or improvements to the Facilities.

(g) During the term of each Facilities License, with respect to the Licensed Area thereunder (including all common areas related thereto), all costs relating to such Licensed Area, including, rent, maintenance, water, sewer, telephone, electricity and gas service, common area charges, amounts of public liability, damage, fire, and extended coverage insurance as may be required under the underlying Lease, any real estate property taxes owed by the Granting Group, repairs, supplies, access to existing facility badging systems, storage or other services (together, the "Rental Costs") shall be borne pro rata by the Granting Group, on the one hand, and the Entering Group, on the other hand, based on the pro rata portion of the applicable Licensed Area to the balance of the Facility leased under the applicable underlying Lease.

(h) The rights granted pursuant to this Section 2.11 shall be in the nature of a license and shall not create a leasehold or other estate or possessory rights in any of the Entering Group, or their respective employees, subsidiaries, representatives, contractors, invitees or licensees, with respect to the Facilities and shall not include any right of sub-license or sub-leasehold to any party.

(i) The term of each Facilities License shall commence on the Effective Date and, subject to Section 2.11(a), continue until the date set forth on Schedule 6, unless otherwise mutually agreed in writing by the Parties. The Entering Group shall vacate the applicable Licensed Area on or prior to the expiration or earlier termination of the Facilities License. The Entering Group shall be responsible for all moving and similar costs associated with vacating the Licensed Area and will leave its portion of the Facility in broom clean condition.

Section 2.12 Intellectual Property Ownership and Rights; Confidentiality. Except as expressly provided in Section 2.13 and Section 2.14, no Recipient acquires any rights, title or interest (including any ownership, license rights or rights of use) in or to any Intellectual Property which is owned or licensed by any Provider or any of their respective Affiliates or any Third Party by reason of the provision of the Services or access to the Systems or otherwise under this Agreement. The Parties hereby reserve all rights, title and interest in and to their respective Intellectual Property except to the extent of those rights expressly licensed to the other Party under Section 2.13. Each Party acknowledges that any nonpublic information or Data it obtains of the other Party (including through access to its systems) hereunder shall be "Confidential Information" for purposes of the SDA and subject to the terms and conditions therein relating thereto.

Section 2.13 License to Intellectual Property. Each Party hereby grants to the other Party a non-exclusive, non-transferable (except as set forth in Section 9.06), non-sublicensable (except to a third party to the extent it is operating on behalf of such Party for purposes of providing the Services), fully paid-up, worldwide license (solely during and for the period that this Agreement is in effect) to the Intellectual Property owned or licensable (as permitted under any applicable third-party agreements without further payment or obligation except to the extent assumed and performed by the other Party hereunder) by such Party, solely for the purpose of, as applicable, providing or receiving the Services or access to the Systems in each case, as set forth in and in accordance with this Agreement.

Section 2.14 Data. Provider shall, at the reasonable request of Recipient, use commercially reasonable efforts to provide Recipient with all Technology, including records, data and other information to the extent related to and reasonably required for the use of or transition from the Services provided to Recipient that is contained in the Provider's data files, including records, data and other information created or processed in connection with the Services (the "Data") consistent with applicable Law. Provider acknowledges that the Technology (including Data), to the extent exclusively related to Recipient, is the exclusive property of Recipient, is Recipient's confidential information, and that Provider obtains no ownership, right, title or interest in any such Technology other than being authorized to have access to and make use of such Technology solely to the extent necessary and appropriate for the performance by Provider of its obligations under this Agreement and for the sole benefit of Recipient and consistent with applicable Law. During the Term of this Agreement, the Parties shall enter into an escrow arrangement consistent with the terms set forth in Schedule 7.

Section 2.15 No Obligation to Hire or Purchase. For avoidance of doubt, a Recipient shall have no right to require Provider to, Provider shall have no obligation to and Provider shall not be permitted to adjust any Service Charges after the Distribution Date if it does any of the following to provide a Service (unless permitted by Section 3.01):

(a) hire or engage any additional employees or other services providers;

(b) maintain the employment of any specific employee;

(c) purchase, lease or license any additional equipment, software, technology or other resources; or

(d) pay any costs related to the transfer or conversion of Provider's data to Recipient or a Third Party supplier; provided, that, the foregoing shall not limit any obligation of a Provider to provide Services hereunder.

Section 2.16 Professional Advice or Opinions. It is not the intent of any Provider to render, nor of any Recipient to receive from any Provider, professional advice or opinions, whether with regard to tax, legal, regulatory, compliance, treasury, finance, employment or other business and financial matters, technical advice or the handling of or addressing environmental matters. No Recipient or its Group shall rely on, or construe, any Service provided by or on behalf of any Provider or its Group as such professional advice or opinions or technical advice, and Recipients shall seek all third-party professional advice and opinions or technical advice as they may desire or need independently of this Agreement.

Section 2.17 Use of Services. Subject to Section 9.06, no Recipient shall resell, license, sublet or transfer any Services to any Person whatsoever or permit the use of the Services it receives under this Agreement by any Person other than in connection with such Recipient's conduct of the operations of its business to the extent consistent with the manner in which such business was conducted prior to the Effective Date or contemplated to be conducted as reflected in the written records of such Recipient as of the Effective Date.

Section 2.18 Compliance with Law. Each Party shall be responsible for its own compliance with any and all Laws applicable to its performance under this Agreement. No Party shall knowingly take any action in violation of any such applicable Law that results in Liability being imposed on the other Party.

Section 2.19 Migration. Recipient acknowledges that a purpose of this Agreement is to provide Services to Recipient on an interim basis, until Recipient can perform or procure the services for itself, and, accordingly, Recipient shall use commercially reasonable efforts to make or obtain any approvals, permits or licenses, implement any information technology systems and take any other actions for it to provide or procure the Services for itself as soon as reasonably practicable and in any event no later than the end of a Service Term (for each Service) and the Term (for all Services). At the reasonable request and expense of Recipient, Provider shall cooperate with Recipient to support and facilitate Recipient's migration from the Services.

Section 2.20 Control Environment. The Parties will define the control environment related to the Services. If required by Recipient, the Parties will develop reasonable and mutually agreed-upon procedures to test the processes used by Provider to perform the Services by Provider on behalf of Recipient, in order to support Recipient's audit and Sarbanes-Oxley management assertion requirements. These agreed-upon procedures shall be performed by Recipient's third party designated accounting firm, at Recipient's sole cost and expense, and a report shall be delivered to both Parties on a timeline that is reasonable and acceptable to both Parties.

ARTICLE III

COSTS AND DISBURSEMENTS

Section 3.01 Costs and Disbursements.

(a) Each Party (or its designee) shall pay to the other Party providing, or causing to be provided, the applicable Service a monthly (unless alternative timing is indicated in the applicable Schedule hereto) fee for such Service as set forth in the applicable Schedule hereto (each aggregate fee calculated in accordance with this provision constituting an "Ongoing Service Charge" and, collectively, with the fee for Omitted Services, the "Service Charges"). Except as set forth on the applicable Schedule, during the Service Term, the amount of a Service Charge for any Services shall not increase, except to the extent that there is an increase after the Distribution Date in the costs actually incurred by the Provider in providing such Services, including as a result of (i) an increase in the amount or volume of such Services being provided to the Recipient (as compared to the amount of the Services underlying the determination of a Service Charge), (ii) an increase in the rates or charges imposed by any third-party provider that is providing goods or services used by the Provider in providing the Services, or (iii) any increase in costs relating to any changes requested by the Recipient in the nature of the Services provided (including relating to newly installed products or equipment or any upgrades to existing products or equipment). In addition to the Service Charges, and unless otherwise specified or fully covered under the Service Charge in the applicable Schedules, Recipient shall pay (or reimburse the Provider for) any and all documented third-party costs and expenses reasonably incurred by the Provider (with the prior written consent of the Recipient for such a cost and expense exceeding $30,000, in the aggregate for a group of related costs and expenses (and Provider shall have no obligation to procure or provide a Service to the extent not so consented to)) in connection with the Services hereunder, including any such documented travel expenses.

(b) Each of NCR and ATMCo (or their designees), as applicable, shall deliver invoices to the other Party (or its designees) for the Service Charges and any other applicable third-party costs and expenses due under this Agreement for each calendar month of the Term, which invoices shall be delivered on or prior to the 10th Business Day following the end of each calendar month during the Term. Each of NCR or ATMCo (or their designees) shall pay, or cause to be paid, the amount of such invoice by wire transfer of immediately available funds to the other Party (or its designees) within thirty (30) days of the date of such invoice. If NCR or ATMCo (or their designees), as applicable, fails to pay such amount by such date, (i) such Party shall be obligated to pay to the other Party providing, or causing to be provided, the Services, in addition to the amount due, interest on such amount at a rate per annum equal to 3% plus the prime rate in effect as of the date payment is due, as published by *The Wall Street Journal*, calculated for the actual number of days elapsed, accrued from the date on which such payment was due up to the date of the actual receipt of payment.

(c) During the Term, the Provider shall, in a manner consistent with its general practices, maintain complete and accurate records of the Services provided, Service Charges invoiced and payments made hereunder. Without limiting the generality of the foregoing, the Provider shall keep electronic or other copies of all information necessary to verify the accuracy of the Service Charges required to be paid by the Recipient pursuant to this Agreement.

Section 3.02 Taxes.

(a) The Service Charges and related costs and expenses are exclusive of any sales, use, transfer, value-added, goods or services Taxes or similar Taxes imposed or assessed on the provision of the Services, together with all interest and penalties related thereto (such Taxes, interest, and penalties, collectively, the "Service Taxes"); provided that, for the avoidance of doubt, Service Taxes shall exclude income, profit, gross-receipts based, franchise or other similar Taxes. Provider shall calculate and add such Service Taxes to the Services Charges, and Recipient shall be responsible for such Service Taxes. Provider shall provide Recipient with valid invoices issued in accordance with the laws and regulations of the applicable jurisdiction.

(b) Recipient shall be responsible for all Service Taxes, whether or not such Taxes are shown on any invoices. Where allowable, Provider may not charge or recharge Recipient for any Service Tax incurred by Provider or its Affiliates (including subcontractors) if such Service Tax could have been recovered by Provider or its Affiliates. To the extent that any Service Taxes are imposed on a Provider with respect to such Provider's provision to a Recipient of Services, such Recipient (or the Party that is a member of the same Group as such Recipient or the Party's designee) shall reimburse the applicable Provider for any such Service Taxes. Such reimbursement shall be in addition to any Service Charges payable by such Party and shall be made in accordance with Section 3.01.

(c) Each Party shall take, and shall cause its Group to take, any reasonably requested action to minimize any Service Taxes, including by timely providing to the other Party, as applicable, (i) sales and use Tax exemption certificates or other documentation necessary to support Tax exemptions (including Service Taxes registration numbers) and (ii) if required and to the extent applicable, properly completed and executed IRS Forms W-9 or other similar Tax forms. Each Party shall provide the other Party such information and data as reasonably requested from time to time, and to reasonably cooperate with the other Party, in connection with (A) the reporting of any Service Taxes payable pursuant to this Agreement, (B) any audit relating to any Service Taxes payable pursuant to this Agreement, or (C) any assessment, refund, claim or legal proceeding relating to any such Service Taxes.

(d) In the event that applicable Law requires that an amount in respect of any Taxes, levies or charges be withheld from any payment by the Recipient to the Provider under this Agreement, the amount payable to the Provider shall be increased (such increase, an "Additional Amount") as necessary so that, after the Recipient has withheld amounts required by applicable Law, the Provider receives an amount equal to the amount it would have received had no such withholding been required (subject to Section 3.02(e) below), and the Recipient shall withhold such Taxes, levies or charges and pay such withheld amounts over to the applicable Taxing Authority in accordance with the requirements of the applicable Law and provide the Provider with a receipt confirming such payment. However, no such Additional Amounts shall be payable if the withholding from a payment arises as a result of the Provider changing the entity providing the Services or the jurisdiction from which the Services are performed. The Provider

shall reasonably cooperate with the Recipient to determine whether any such deduction or withholding applies to the Services, and if so, shall further cooperate to minimize applicable withholding Taxes. Notwithstanding the foregoing, prior to executing this Agreement, each Party shall provide to the other party any certification reasonably necessary to certify a Party's eligibility (if any) for applicable treaty benefit or to otherwise properly reduce a Party's withholding obligations.

(e) Where a Tax credit is available in the jurisdiction in which the Provider is resident and this credit is available to offset any withholding Tax charged as provided in Section 3.02(c) above so that the Provider does not suffer any additional Tax cost as a result of any amounts withheld, then no such increase to the invoiced amount is required.

Section 3.03 No Right to Set-Off. Each of NCR or ATMCo, as applicable, shall pay (or cause to be paid) the full amounts owed by it to the other Party's Group under this Agreement and shall not set-off, counterclaim or otherwise withhold any amount owed to the other Party's Group under this Agreement on account of any obligation owed by the other Party to NCR or ATMCo (or, in either case, the members of its Group), as applicable, under this Agreement, the SDA or any other Ancillary Agreement.

ARTICLE IV

DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

Section 4.01 Disclaimer of Warranties. The Parties acknowledge and agree that neither Party nor its Affiliates is in the business of providing Services of the type contemplated by this Agreement, and that each Party and their respective Affiliates make no representation or warranty with respect thereto. NEITHER PARTY NOR ANY OF ITS AFFILIATES MAKES, NOR IS EITHER PARTY OR ITS AFFILIATES RELYING ON, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, AT LAW OR IN EQUITY, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER OR THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, PERFORMANCE, NONINFRINGEMENT, COMMERCIAL UTILITY, MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE, AND EACH PARTY AND ITS RESPECTIVE AFFILIATES HEREBY EXPRESSLY DISCLAIM THE SAME.

ARTICLE V

LIABILITY AND INDEMNIFICATION

Section 5.01 Limitation of Liability. Except for fraud, willful misconduct or gross negligence of a Party under this Agreement, the maximum liability in the aggregate of a Party and its Affiliates, and their respective directors, officers, employees, agents or representatives, to, and the sole monetary remedy of, the other Party and its Affiliates, and their respective directors, officers, employees, agents or representatives, for matters arising out of this

Agreement, whether in contract, tort (including negligence or strict liability) or otherwise, shall not exceed in the aggregate the Service Charges paid or payable to such Party under this Agreement (the "Liability Cap"). Notwithstanding the foregoing in this Section 5.01, the Liability Cap shall not be applicable to (and shall not be eroded by) any Indemnifiable Losses otherwise indemnifiable pursuant to Section 5.02 and related to, arising out of or resulting from (i) damages for bodily injury (including death); (ii) damages to real property and tangible personal property; (iii) fines or penalties assessed by a Governmental Authority; and (iv) Recipients' obligation to make payment of undisputed fees to Provider for Services performed and delivered in compliance with the terms of this Agreement.

Section 5.02 Indemnity. Without limitation of the fee, Tax, cost and expense and other obligations of the Recipients expressly set forth in this Agreement, each Party shall indemnify, defend and hold harmless the other Party and its Affiliates and its and their respective directors, officers, employees, agents and representatives ("Indemnitees") from and against any and all Indemnifiable Losses of the Indemnitees to the extent relating to or arising out of the breach of this Agreement (subject to the Liability Cap, where applicable) or the fraud, willful misconduct or gross negligence of such indemnifying Party or its Affiliates. The provisions of this Section 5.02 shall be the Parties' and their Affiliates' sole and exclusive monetary remedy with respect to all claims, whether arising from statute, principle of common or civil law, principles of strict liability, tort, contract or otherwise under or relating to this Agreement or any Services.

Section 5.03 Consequential and Other Damages. OTHER THAN WITH RESPECT TO A THIRD-PARTY CLAIM FOR WHICH A PARTY IS RESPONSIBLE FOR SUCH DAMAGES AND INDEMNIFIABLE PURSUANT TO SECTION 5.02, NEITHER PARTY NOR ANY OF ITS AFFILIATES SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT TO THE OTHER PARTY OR ANY OF ITS AFFILIATES FOR (AND EACH PARTY AND ITS AFFILIATES HEREBY WAIVES ANY CLAIM TO) ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUSINESS INTERRUPTION LOSSES, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL AND DIMINUTION IN VALUE, WHETHER CAUSED BY BREACH OF THIS AGREEMENT OR OTHERWISE AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

Section 5.04 Statute of Limitations. Except with respect to any Tax matters that arise under this Agreement, any and all claims, suits, or actions arising out of or relating to this Agreement will be barred unless an action is commenced within one (1) year from the date on which a Party knew or should have known of the facts giving rise to such claim, whichever occurs first, and after which neither Party shall have any further liability with respect to any such matter. The remedies provided in this Agreement and, if and to the extent applicable, the SDA shall be the sole and exclusive remedies with respect to claims related to this Agreement.

Section 5.05 Indemnification Procedures. Section 6.8 (Direct Claims) and Section 6.4 (Procedures for Indemnification; Third Party Claims) of the SDA shall apply to claims for Indemnifiable Losses under this Agreement, *mutatis mutandis*.

ARTICLE VI

TERMINATION

Section 6.01 Term. Unless terminated earlier pursuant to the provisions of this Agreement, the term of this Agreement (including any and all Service Terms) shall not extend beyond twenty-four (24) months from the Effective Date (the "Term").

Section 6.02 Termination.

(a) This Agreement may be terminated earlier by a Party with respect to its obligations to provide or to cause the provision of Services hereunder if the other Party is in material breach of a material provision of this Agreement and such breach is not corrected within thirty (30) days of a written notice from such Party of such breach and intent to so terminate its obligation to provide and to cause the provision of Services if not so cured. Without limitation to the foregoing, a Party that successfully enforces a claim against the other Party for breach (whether material or not) of this Agreement shall be entitled to reimbursement by the breaching Party of its reasonable costs and attorneys' fees incurred in connection with such enforcement.

(b) A Recipient may from time to time terminate any Service or this Agreement with respect to any Service, in each case, in whole or, if reasonably practicable, in part, for any reason or no reason upon providing at least (i) thirty (30) days' prior written notice in respect of Services provided by the Provider or an Affiliate of the Provider, and (ii) thirty (30) days' prior written notice in respect of Services subcontracted to a Third Party, in each case, to the Provider's Transition Manager of such termination (unless a longer notice period is specified in the Schedules attached hereto or in a third-party agreement to provide Services, in which case such longer notice period shall apply); provided that the termination of any specific Service by Recipient shall terminate any other Services provided by Provider to the extent such Service Recipient terminates is dependent on the continuation of, or described in the applicable Schedules as linked or bundled with, the Service terminated pursuant to this Section 6.02(b), provided, further, that Provider provides written notice of such dependency to Recipient and Recipient does not expressly withdraw such termination within five (5) days of such notice (the "Bundled Services"); provided, further, that such Recipient pays to the applicable Provider (and is liable for) any documented out-of-pocket costs reasonably incurred by such Provider as a result of such early termination, including any such cost owed to Third Parties for the full applicable Service Term (and the Provider shall use its commercially reasonable efforts to mitigate any such liabilities and minimize any such out-of-pocket costs to the extent reasonably practicable). At the reasonable written request of Recipient from time to time with respect to a particular Service that Recipient is contemplating potentially terminating early under this Section 6.02, Provider will advise Recipient whether such Service is a Bundled Service.

(c) Once all of the Services have expired or been terminated pursuant to this Agreement, this Agreement shall automatically expire.

Section 6.03 Effect of Termination.

(a) Except as expressly set forth in this Agreement (including the Schedules), upon expiration or earlier termination of any Service pursuant to this Agreement, the Provider of the terminated or expired Service or its Affiliate shall have no further obligation to provide the terminated or expired Service, and the applicable Recipient shall have no obligation to pay any Service Charges relating to any such Service, and the Services Charges in respect of such terminated or expired Services shall cease to accrue; provided that the applicable Recipient shall remain obligated to the Provider for the Service Charges owed and payable in respect of Services provided prior to the effective date of termination or expiration, shall remain liable for any other costs and expenses pursuant to Section 6.01, and shall remain liable for any applicable Service Taxes pursuant to Section 3.02. Any such required payments not made within the later of thirty (30) days after the later of the termination date or receipt of an applicable invoice with respect thereto shall be subject to the late charges set forth in Section 3.01(a). In connection with termination or expiration of any Service, the provisions of this Agreement not relating solely to such terminated or expired Service shall survive any such termination or expiration. Notwithstanding anything to the contrary contained herein, upon any expiration or earlier termination of this Agreement or any Services, the Provider shall (at the sole cost and expense of Recipient) cooperate with all reasonable requests by the Recipient in connection with the transition of the Services, including the transfer of data to the Recipient or its designee (in a suitable electronic format as may be necessary or appropriate to enable the Recipient to access and use such data or in the format maintained by Provider), until such time as the transition is completed to the Recipient's reasonable satisfaction.

(b) In connection with an expiration or earlier termination of this Agreement, Article I, Section 2.12, Section 3.01(a), Section 3.02, Section 3.03, Article IV, Article V, this Article VI, Article VII, Article VIII, Article IX and liability for all owed and unpaid Service Charges, Service Taxes and other costs and expenses specified in this Agreement shall continue to survive indefinitely and any liability for other breaches of this Agreement shall survive for the applicable period set forth in Section 5.04.

Section 6.04 Force Majeure.

(a) Subject to Section 6.03(b), no Party (or other Person acting on its behalf) shall have any liability for any expense, loss or damage whatsoever arising from, or responsibility for failure to fulfill any obligation (other than a payment obligation) under, this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered, delayed or otherwise made impracticable as a consequence of circumstances of Force Majeure. In the event of an occurrence of a Force Majeure, the Party whose performance is affected thereby shall give notice of suspension as soon as reasonably practicable to the other stating the date and extent of such suspension and the cause thereof, and such Party shall use commercially reasonable efforts to resume the performance of such obligations as soon as reasonably practicable (provided that a Party shall not be required to settle a labor dispute (or resolve a labor stoppage or slowdown) other than as it may determine in its sole judgment), and if the applicable Provider is the Person so prevented then the Recipient shall not be obligated to pay the Service Charge (or portion thereof) for a Service to the extent and for so long as such Service (or portion thereof) is not made available to the Recipient hereunder as a result of such Force Majeure.

(b) Notwithstanding the foregoing, during the period of a Force Majeure preventing provision of applicable Services to the Recipient pursuant to Section 6.04(a), the Provider shall use its commercially reasonable efforts and reasonably cooperate with the Recipient to arrange for the provision of such Services impacted by the Force Majeure, and the Recipient shall be entitled to seek an alternative service provider with respect to such Services, at the sole cost and expense of the Recipient; provided that Recipient shall have no obligation to pay to Provider the applicable Service Charges for a Service to the extent not provided to the Recipient due to a Force Majeure.

ARTICLE VII

MANAGEMENT AND CONTROL

Section 7.01 Cooperation.

(a) No Recipient shall take any action which would interfere with or increase (other than in a de minimis manner) the cost of the Provider providing (or causing to be provided) any of the Services. During the Term, each Recipient shall use its commercially reasonable efforts to cooperate with the relevant Provider with respect to such Provider providing the Services and, without limitation of the foregoing, each Recipient shall (a) make available on a timely basis to the Provider all information and materials reasonably requested by such Provider to enable such Provider to provide the applicable Services to such Recipient and (b) provide to the applicable Provider reasonable access to its premises, facilities and personnel to the extent reasonably necessary for such Provider to provide the applicable Services to such Recipient. A Provider shall be entitled to rely upon the genuineness, validity or truthfulness of any document, instrument or other writing presented by an applicable Recipient in connection with this Agreement. A Provider shall not be liable for any impairment of any Service to the extent caused by or relating to its not receiving the information, materials or access required by this Section 7.01(a), either timely or at all, or by its receiving inaccurate or incomplete information from an applicable Recipient that is required or reasonably requested regarding that Service. During the Term, the Provider shall provide commercially reasonable cooperation to the applicable Recipient by responding to the Recipient's reasonable requests for information related to the functionality or operation of the Services. The Provider shall provide Recipient with reasonable access (during reasonable business hours) to records related to the Services and personnel for consulting and assistance in connection with the Services.

(b) To the extent the Parties or a member of their respective Group have entered into any third-party Contracts in connection with any of the Services, the Recipients shall comply with the terms of such agreement to the extent the Recipients have been informed of such terms.

Section 7.02 Required Consents. Each Party shall use commercially reasonable efforts to obtain any and all third-party consents, licenses or approvals necessary or advisable to allow the relevant Provider to provide the Services (the "Required Consents"); provided, however, that the costs of obtaining, or seeking to obtain, such Required Consents shall be paid by the Recipient in respect of the Services. Each Party shall reasonably cooperate with the other in

connection with obtaining Required Consents upon such other Party's request. If, with respect to a Service, the Parties, despite the use of such commercially reasonable efforts, are unable to obtain a required Third Party consent, the Provider shall have no obligation to provide such Service (and the Provider and the Recipient shall use commercially reasonable efforts and reasonably cooperate with each other to minimize the adverse impact therefrom and to arrange for the provision of substitute or alternative services for such Service to the extent reasonably practicable).

Section 7.03 Primary Points of Contact for Agreement. Each Party shall appoint an individual to act as the primary point of operational contact for the administration and operation of this Agreement (such individual, a "Transition Manager"). Each Party's Transition Manager shall have overall responsibility for coordinating, on behalf of such Party, all activities undertaken by or on behalf of such Party hereunder, including (i) the performance of such Party's obligations and the exercise of such Party's rights hereunder, acting as a day-to-day contact with the other Party's Transition Manager and helping to make available to the other Party the data, facilities, resources and other support in accordance with the requirements of this Agreement, (ii) amendments to the Schedule to add Omitted Services, and (iii) subject to Sections 8.1 (Negotiation), 8.2 (Right to Seek Urgent Relief Immediately) and 8.3 (Arbitration) of the SDA, serve as points of contact for discussing and attempting to resolve any Agreement Disputes with respect to this Agreement. Each Party's Transition Manager as of the Effective Date is set forth on Schedule 5. A Party may change its Transition Manager from time to time upon reasonable written notice to the other Party; provided that the new Transition Manager is reasonably acceptable to the other Party.

Section 7.04 No Agency. Nothing in this Agreement shall be deemed in any way or for any purpose to constitute any Party or its Affiliates acting as an agent of the other Party or its Affiliates. No partnership, joint venture, alliance, fiduciary or any relationship other than that of independent contractors is created hereby, expressly or by implication. The Parties' respective rights and obligations hereunder shall be limited to the contractual rights and obligations expressly set forth herein on the terms and conditions set forth herein.

ARTICLE VIII

PERSONAL INFORMATION AND CONFIDENTIAL INFORMATION

Section 8.01 Personal Information. The Parties shall cooperate to comply with all applicable data privacy laws, including by entering into the Personal Information Processing Agreement ("PIPA"), attached as Schedule 4 hereto; provided that in the event any terms of the PIPA conflict with the terms of this Agreement, the PIPA shall control.

Section 8.02 Confidentiality. Section 7.5 (Confidentiality) of the SDA shall apply to this Agreement, *mutatis mutandis*.

ARTICLE IX

MISCELLANEOUS

Section 9.01 Incorporation by Reference. Article VIII (Dispute Resolution) and Section 10.1 (Survival of Agreements), Section 10.7 (Termination), Section 10.9 (No Set-Off), Section 10.10 (No Circumvention), Section 10.11 (Subsidiaries), Section 10.12 (Third Party Beneficiaries), Section 10.17 (Specific Performance), Section 10.20 (Authorization) and Section 10.21 (No Duplication; No Double Recovery) of the SDA are each incorporated herein by reference, *mutatis mutandis*.

Section 9.02 Counterparts. This Agreement may be executed in more than one counterparts, all of which shall be considered one and the same agreement, and shall become effective as of the Effective Date. Execution of this Agreement or any other documents pursuant to this Agreement by email attaching DocuSign or other electronic copy of a signature shall be deemed to be, and shall have the same effect as, executed by an original signature.

Section 9.03 Notices. Notices, requests, instructions or other documents to be given under this Agreement shall be in writing and shall be deemed to have been properly delivered, given and received, (a) on the date of transmission if sent via email (*provided*, *however*, that notice given by email shall not be effective unless either (i) a duplicate copy of such email notice is promptly given by one of the other methods described in this Section 9.03 or (ii) the receiving Party delivers a written confirmation of receipt of such notice either by email or any other method described in this Section 9.03 (excluding "out of office" or other automated replies)), (b) when delivered, if delivered personally to the intended recipient, and (c) one Business Day later, if sent by overnight delivery via a national courier service (providing proof of delivery), and in each case, addressed to a party at the address for such party set forth below (or at such other address for a party as shall be specified from time to time in a notice given in accordance with this Section 9.03):

If to NCR:

NCR Voyix Corporation
864 Spring St NW
Atlanta, GA 30308
Attn: General Counsel
kelli.sterrett@ncr.com

If to ATMCo:

NCR Atleos Corporation
864 Spring St NW
Atlanta, GA 30308
Attn: General Counsel
ricardo.nunez@ncratleos.com

Section 9.04 Waiver.

(a) Any provision of this Agreement may be waived if, and only if, such waiver is in writing and signed by the Party against whom the waiver is to be effective.

(b) No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 9.05 Modification or Amendment. This Agreement may only be amended, modified or supplemented, in whole or in part, in a writing signed on behalf of each of the Parties in the same manner as this Agreement and which makes reference to this Agreement.

Section 9.06 Assignment. Neither this Agreement nor any of the rights, interests or obligations of a Party under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise, by such Party without the prior consent of the other Party; provided, that such first Party (i) may assign, in whole or in part, by operation of law or otherwise, this Agreement to one or more of its Affiliates, and (ii) may assign, in whole or in part, by operation of law or otherwise, this Agreement to the successor to all or a portion of the business or assets to which this Agreement relates; provided, further, that (x) the assigning Party shall promptly notify the non-assigning Party in writing of any assignments it makes under the foregoing clause (ii), and (y) in either case of the foregoing clauses (i) or (ii), the party to whom this Agreement is assigned shall agree in writing to be bound by the terms of this Agreement as if named as a "Party" hereto with respect to all or such portion of this Agreement so assigned. Any assignment or other disposition in violation of this Section 9.06 shall be void. No assignment shall relieve the assigning Party of any of its obligations under this Agreement.

Section 9.07 Titles and Headings. Titles and headings to Sections and Articles are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 9.08 Governing Law. This Agreement, and all actions, causes of action, or claims of any kind (whether at law, in equity, in contract, in tort, or otherwise) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement (including any action, cause of action, or claim of any kind based upon, arising out of, or related to any representation or warranty made in, in connection with, or as an inducement to this Agreement) shall be governed by and construed in accordance with the law of the State of Maryland, irrespective of the choice of law principles of the State of Maryland, including without limitation Maryland laws relating to applicable statutes of limitations and burdens of proof and available remedies.

Section 9.09 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

Section 9.10 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Section 9.11 Complete Agreement. This Agreement, including the exhibits and schedules attached hereto, the SDA and the other Ancillary Agreements (and the exhibits and schedules thereto) shall constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter. In the event of any conflict between the terms and conditions of the body of this Agreement and the terms and conditions of any Schedule, the terms and conditions of such Schedule shall control. Notwithstanding anything to the contrary in this Agreement, in the case of any conflict between the provisions of this Agreement and the provisions of the SDA, the provisions of the SDA shall control; *provided, however*, that with respect to the provision of support and other services after the Distribution that are the subject of this Agreement, this Agreement shall prevail over the SDA or any other Ancillary Agreement.

[*Signature page follows. The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

NCR VOYIX CORPORATION

By: /s/ Michael D. Hayford
Name: Michael D. Hayford
Title: Chief Executive Officer

NCR ATLEOS CORPORATION

By: /s/ Timothy C. Oliver
Name: Timothy C. Oliver
Title: President

Exhibit 10.2

EXECUTION VERSION

TAX MATTERS AGREEMENT

by and between

NCR VOYIX CORPORATION

and

NCR ATLEOS CORPORATION

Dated as of October 16, 2023

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TAX MATTERS AGREEMENT

THIS TAX MATTERS AGREEMENT (this "Agreement"), is entered into as of October 16, 2023, by and between NCR Voyix Corporation (f/k/a NCR Corporation), a Maryland corporation ("NCR"), and NCR Atleos Corporation, a Maryland corporation ("ATMCo") (each a "Party" and together, the "Parties"). Capitalized terms used in this Agreement and not defined herein shall have the meanings ascribed to such terms in the Separation and Distribution Agreement, dated as of the date hereof, by and between the Parties (the "Separation Agreement").

R E C I T A L S

WHEREAS, NCR, acting through its direct and indirect Subsidiaries, currently conducts a number of businesses, including the ATMCo Business;

WHEREAS, the Board of Directors of NCR (the "NCR Board") has determined that it is advisable and in the best interests of NCR to separate NCR into two separate, independent, publicly traded companies: (i) one comprising the ATMCo Business, which shall be owned and conducted directly or indirectly by ATMCo, all of the common stock of which is intended to be distributed to the holders of NCR Common Stock, and (ii) one comprising the NCR Business, which shall continue to be owned and conducted, directly or indirectly, by NCR, which will continue to be owned by the stockholders of NCR;

WHEREAS, in furtherance of the foregoing, the NCR Board has determined that it is advisable and in the best interests of NCR: (i) for NCR and its Subsidiaries to enter into a series of transactions whereby NCR and its Subsidiaries will be reorganized such that (A) NCR and/or one or more other members of the NCR Group will own all of the NCR Assets and assume (or retain) all of the NCR Liabilities, and (B) ATMCo and/or one or more other members of the ATMCo Group will own all of the ATMCo Assets and assume (or retain) all of the ATMCo Liabilities (the transactions referred to in clauses (A) and (B) being referred to herein as the "Separation"); and (ii) thereafter, to be effective at 5:00 p.m. New York City time on the Distribution Date, for NCR to distribute to the holders of issued and outstanding shares of NCR Common Stock as of 5:00 p.m. New York City time on the Record Date, on a pro rata basis and based on the distribution ratio determined by the NCR Board, all of the issued and outstanding shares of the ATMCo Common Stock (such transactions described in this clause (ii), as may be amended or modified from time to time in accordance with the terms and subject to the conditions of the Separation Agreement, the "Distribution");

WHEREAS, concurrently with or following the Distribution, NCR may effect one or more Debt-for-Debt Exchanges;

WHEREAS, ATMCo has been formed for this purpose and has not engaged in activities except those in connection with the transactions contemplated by the Internal Reorganization Plan, the consummation of the transactions contemplated by the Separation Agreement and those activities necessary in connection with its standup as an independent company (including activities with respect to the ATMCo Financing Arrangements and the distribution of the ATMCo Common Stock);

WHEREAS, the Parties intend that the Contribution and the Distribution, together with certain related transactions, will generally qualify as tax-free for U.S. federal income tax purposes under Sections 368(a)(1)(D), 355 and 361 of the Code;

WHEREAS, certain members of the NCR Group, on the one hand, and certain members of the ATMCo Group, on the other hand, file certain Tax Returns on a consolidated, combined, or unitary basis for certain federal, state, local, and foreign Tax purposes; and

WHEREAS, the Parties desire to (i) provide for the payment of Tax liabilities and entitlement to refunds thereof, allocate responsibility for, and cooperation in, the filing of Tax Returns, and provide for certain other matters relating to Taxes, and (ii) set forth certain covenants and indemnities relating to the preservation of the Intended Tax Treatment.

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

"Adjustment" shall mean an adjustment of any item of income, gain, loss, deduction, credit, or any other item affecting Taxes of a taxpayer pursuant to a Final Determination.

"Agreement" shall have the meaning set forth in the preamble hereto.

"ATMCo" shall have the meaning set forth in the preamble hereto.

"ATMCo Capital Stock" shall mean all classes or series of capital stock of ATMCo, including (i) ATMCo Common Stock, (ii) all options, warrants, and other rights to acquire such capital stock, and (iii) all other instruments properly treated as stock of ATMCo for U.S. federal income tax purposes.

"ATMCo Disqualifying Action" shall mean (i) any action (or failure to take any action) by any member of the ATMCo Group after the Distribution (including entering into any agreement, understanding, arrangement, or negotiations with respect to any transaction or series of transactions), (ii) any event (or series of events) after the Distribution involving ATMCo Capital Stock or the assets of any member of the ATMCo Group, or (iii) any breach by any member of the ATMCo Group after the Distribution of any representation, warranty, or covenant made by them in this Agreement, that, in each case, would adversely affect the Intended Tax Treatment; *provided*, *however*, that the term "ATMCo Disqualifying Action" shall not include any action entered into pursuant to any Ancillary Agreement (other than this Agreement) or that is undertaken pursuant to the Separation or the Distribution.

"ATMCo Separate Return" shall mean any Tax Return of or including any member of the ATMCo Group (including any consolidated, combined, or unitary return) that does not include any member of the NCR Group.

"ATMCo Trade or Business" shall mean the business conducted by each of the ATOB Entities as of the applicable distribution date as listed on Exhibit A.

"ATOB Entities" shall mean the entities listed on Exhibit A.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Contribution" shall mean (i) the election by NCR Atleos, LLC, a Delaware limited liability company, to be treated as an association taxable as a corporation for U.S. federal income tax purposes as of September 27, 2023, prior to its conversion to ATMCo on October 10, 2023 and (ii) the contribution by NCR of the ATMCo Assets to ATMCo or its predecessor (i.e., NCR Atleos, LLC) (as applicable) in exchange for ATMCo Common Stock, the Debt Proceeds Distribution, the Debt-for-Debt Indebtedness and the assumption of the ATMCo Liabilities.

"Controlling Party" shall mean, with respect to a Tax Contest, the Party entitled to control such Tax Contest pursuant to Sections 6.2 and 6.3 of this Agreement.

"Distribution" shall have the meaning set forth in the preamble hereto.

"Employment Tax" shall mean those Liabilities for Taxes which are allocable pursuant to the provisions of the Employee Matters Agreement.

"Final Determination" shall mean the final resolution of liability for any Tax for any taxable period, by or as a result of (i) a final decision, judgment, decree, or other order by any court of competent jurisdiction that can no longer be appealed, (ii) a final settlement with the IRS, a closing agreement or accepted offer in compromise under Section 7121 or 7122 of the Code, or a comparable agreement under the Laws of a state, local, or foreign taxing jurisdiction, which resolves the entire Tax liability for any taxable period, (iii) any allowance of a refund or credit in respect of an overpayment of Tax, but only after the expiration of all periods during which such refund or credit may be recovered (including by way of withholding or offset) by the jurisdiction imposing the Tax, or (iv) any other final resolution, including by reason of the expiration of the applicable statute of limitations or the execution of a pre-filing agreement with the IRS or other Taxing Authority.

"Group" shall mean either the NCR Group or the ATMCo Group, as the context requires.

"Indemnifying Party" shall have the meaning set forth in Section 5.2.

"Indemnitee" shall have the meaning set forth in Section 5.2.

"Intended Tax Treatment" shall mean (i) the qualification of the Contribution, any Debt-for-Debt Exchange, and the Distribution, taken together, as a reorganization described in Sections 368(a)(1)(D) and 355 of the Code, (ii) the qualification of the Distribution as a transaction in which the ATMCo Common Stock distributed to holders of NCR Common Stock is "qualified property" for purposes of Sections 355(c) and 361(c) of the Code and in which the Debt-for-Debt Indebtedness are "securities" within the meaning of Section 361(a) of the Code, (iii) the nonrecognition of income, gain, or loss by NCR, ATMCo, and holders of NCR Common Stock on the receipt of the ATMCo Common Stock in the Distribution under Sections 355, 361, and 1032 of the Code (except with respect to any cash received by such holders in lieu of fractional ATMCo Common Stock), other than, in the case of NCR and ATMCo, any intercompany items or excess loss accounts taken into account pursuant to the Treasury Regulations promulgated pursuant to Section 1502 of the Code, and (iv) each Internal Distribution as a tax-free transaction under Section 355 and/or Section 368(a)(1)(D) of the Code.

"Internal Distribution" shall mean any transaction (or series of transactions) effected as part of the Transactions (other than the Contribution and the Distribution) that is intended to qualify as a tax-free transaction under Section 355 and/or Section 368(a)(1)(D) of the Code, as described in the Tax Materials.

"IRS" shall mean the U.S. Internal Revenue Service or any successor agency, including, but not limited to, its agents, representatives, and attorneys.

"IRS Ruling" shall mean any U.S. federal income tax ruling issued to NCR by the IRS in connection with the Transactions.

"IRS Ruling Request" shall mean the letter filed by NCR with the IRS requesting a ruling regarding certain U.S. federal income tax consequences of the Transactions and any amendment or supplement to such ruling request letter.

"Joint Return" shall mean any Tax Return that includes, by election or otherwise, one or more members of the NCR Group together with one or more members of the ATMCo Group.

"NCR" shall have the meaning set forth in the preamble hereto.

"NCR Affiliated Group" shall mean the affiliated group (as that term is defined in Section 1504 of the Code and the Treasury Regulations thereunder) of which NCR is the common parent.

"NCR Board" shall have the meaning set forth in the preamble hereto.

"NCR Separate Return" shall mean any Tax Return of or including any member of the NCR Group (including any consolidated, combined, or unitary return) that does not include any member of the ATMCo Group.

"Non-Controlling Party" shall mean, with respect to a Tax Contest, the Party that is not the Controlling Party with respect to such Tax Contest.

"Parties" shall have the meaning set forth in the preamble hereto.

"Past Practices" shall have the meaning set forth in Section 3.5.

"Post-Distribution Period" shall mean any taxable period (or portion thereof) beginning after the Distribution Date, including the portion of any Straddle Period beginning after the Distribution Date.

"Pre-Distribution Period" shall mean any taxable period (or portion thereof) ending on or before the Distribution Date, including the portion of any Straddle Period ending at the end of the day on the Distribution Date.

"Preparing Party" shall mean, with respect to a Tax Return, the Party that is required to prepare and file any such Tax Return pursuant to Section 3.1 or Section 3.2, as applicable.

"Proposed Acquisition Transaction" shall mean a transaction or series of transactions (or any agreement, understanding, or arrangement, within the meaning of Section 355(e) of the Code and Treasury Regulations Section 1.355-7, or any other Treasury Regulations promulgated thereunder, to enter into a transaction or series of transactions), whether such transaction is supported by ATMCo management or shareholders, is a hostile acquisition, or otherwise, as a result of which ATMCo (or any successor thereto) would merge or consolidate with any other Person or as a result of which one or more Persons would (directly or indirectly) acquire, or have the right to acquire, from ATMCo (or any successor thereto) and/or one or more holders of ATMCo Capital Stock, respectively, any amount of ATMCo Capital Stock, that would, when combined with any other direct or indirect changes in ownership of ATMCo Capital Stock pertinent for purposes of Section 355(e) of the Code and the Treasury Regulations promulgated thereunder, comprise forty percent (40%) or more of (i) the value of all outstanding shares of stock of ATMCo as of immediately after such transaction, or in the case of a series of transactions, immediately after the last transaction of such series, or (ii) the total combined voting power of all outstanding shares of voting stock of ATMCo as of immediately after such transaction, or in the case of a series of transactions, immediately after the last transaction of such series. Notwithstanding the foregoing, a Proposed Acquisition Transaction shall not include (i) the adoption by ATMCo of a shareholder rights plan, or (ii) issuances by ATMCo that satisfy Safe Harbor VIII (relating to acquisitions in connection with a person's performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer) of Treasury Regulations Section 1.355-7(d). For purposes of determining whether a transaction constitutes an indirect acquisition, any recapitalization resulting in a shift of voting power or any redemption of shares of stock shall be treated as an indirect acquisition of shares of stock by the non-exchanging shareholders. This definition and the application thereof are intended to monitor compliance with Section 355(e) of the Code and the Treasury Regulations promulgated thereunder and shall be interpreted accordingly. Any clarification of, or change in, the statute or Treasury Regulations promulgated under Section 355(e) of the Code shall be incorporated in this definition and its interpretation.

"Reasonable Basis" shall mean a reasonable basis within the meaning of Section 6662(d)(2)(B)(ii)(II) of the Code and the Treasury Regulations promulgated thereunder (or such other level of confidence required by the Code at that time to avoid the imposition of penalties).

"Refund" shall mean any refund, reimbursement, offset, credit, or other similar benefit in respect of Taxes (including any overpayment of Taxes that can be refunded or, alternatively, applied against other Taxes payable), including any interest paid on or with respect to such refund of Taxes.

"Responsible Party" shall mean, with respect to any Tax Return, the Party having responsibility for preparing and filing such Tax Return pursuant to this Agreement.

"Restricted Period" shall mean the period which begins with the Distribution Date and ends two (2) years thereafter.

"Reviewing Party" shall mean, with respect to a Tax Return, the Party that is not the Preparing Party.

"Separate Return" shall mean an NCR Separate Return or an ATMCo Separate Return, as the case may be.

"Separation" shall have the meaning set forth in the preamble hereto.

"Separation Agreement" shall have the meaning set forth in the preamble hereto.

"Separation Taxes" shall mean those Taxes triggered by, or arising or otherwise incurred as a result of, the Transactions, except for (i) any Tax resulting from a breach by any Party of any covenant in this Agreement and (ii) any Tax attributable to any action set out in Section 4.2.

"Straddle Period" shall mean any taxable period that begins on or before, and ends after, the Distribution Date.

"Tax" or "Taxes" shall mean (i) all taxes, charges, fees, duties, levies, imposts, rates, or other assessments or governmental charges of any kind imposed by any federal, state, local, or foreign governmental entity or political subdivision thereof, including, without limitation, income, gross receipts, employment, estimated, excise, severance, stamp, occupation, premium, windfall profits, environmental, custom duties, property, sales, use, license, capital stock, transfer, franchise, registration, payroll, withholding, social security, unemployment, disability, value added, alternative or add-on minimum, or other taxes, whether disputed or not, and including any interest, penalties, charges, or additions attributable thereto, (ii) liability for the payment of any amount of the type described in clause (i) above arising as a result of being (or having been) a member of any consolidated, combined, unitary, or similar group or being (or having been) included or required to be included in any Tax Return related thereto, and (iii) liability for the payment of any amount of the type described in clauses (i) or (ii) above as a result of any express or implied obligation to indemnify or otherwise assume or succeed to the liability of any other Person, whether by contract, by operation of law, or otherwise.

"Tax Advisor" shall mean a tax counsel or accountant of recognized national standing.

"Tax Attribute" shall mean net operating losses, capital losses, research and experimentation credit carryovers, investment tax credit carryovers, earnings and profits, foreign tax credit carryovers, overall foreign losses, overall domestic losses, previously taxed earnings and profits, separate limitation losses, and any other losses, deductions, credits, or other comparable items that could affect a Tax liability for a past or future taxable period.

"Tax Certificates" shall mean any officer's certificates, representation letters, or similar documents provided by NCR and ATMCo to Skadden, Arps, Slate, Meagher & Flom LLP or Ernst & Young, LLP, or any other law or accounting firm in connection with the Tax Opinions delivered or deliverable to NCR in connection with the Transactions.

"Tax Contest" shall have the meaning set forth in Section 6.1.

"Tax Item" shall mean any item of income, gain, loss, deduction, or credit, or any other item which increases or decreases Taxes paid or payable in any taxable period.

"Tax Law" shall mean the law of any governmental entity or political subdivision thereof relating to any Tax.

"Tax Materials" shall have the meaning set forth in Section 4.1(a).

"Tax Opinions" shall mean the written opinions delivered or deliverable to NCR by Skadden, Arps, Slate, Meagher & Flom LLP and Ernst & Young, LLP, or any other law or accounting firm regarding the tax consequences of the Transactions.

"Tax Records" shall have the meaning set forth in Section 8.1.

"Tax-Related Losses" shall mean, with respect to any Taxes, (i) all accounting, legal and other professional fees, and court costs incurred in connection with such Taxes, as well as any other out-of-pocket costs incurred in connection with such Taxes, and (ii) all costs, expenses and damages associated with stockholder litigation or controversies and any amounts paid by NCR (or any of its Affiliates) or ATMCo (or any of its Affiliates) in respect of the liability of shareholders, whether paid to shareholders or to the IRS or any other Taxing Authority, in each case, resulting from the failure of the Transactions to qualify for the Intended Tax Treatment.

"Tax Return" shall mean any return, report, certificate, form, or similar statement or document (including any related supporting information or schedule attached thereto and any information return, amended tax return, claim for refund or declaration of estimated tax) supplied to or filed with, or required to be supplied to or filed with, a Taxing Authority, or any bill for or notice related to ad valorem or other similar Taxes received from a Taxing Authority, in each case, in connection with the determination, assessment, or collection of any Tax or the administration of any laws, regulations, or administrative requirements relating to any Tax.

"Taxing Authority" shall mean any governmental authority or any subdivision, agency, commission, or entity thereof having jurisdiction over the assessment, determination, collection, or imposition of any Tax (including the IRS).

"Transactions" shall mean the Separation, the Distribution, any other transaction described in the Internal Reorganization Plan, and any related transactions.

"Treasury Regulations" shall mean the regulations promulgated from time to time under the Code as in effect for the relevant taxable period.

"Unqualified Tax Opinion" shall mean an unqualified "will" opinion of a Tax Advisor, which Tax Advisor is acceptable to NCR and on which NCR may rely to the effect that a transaction will not affect the Intended Tax Treatment. Any such opinion must assume that the Transactions would have qualified for Intended Tax Treatment if the transaction in question did not occur.

ARTICLE II

PAYMENTS AND TAX REFUNDS

2.1 Allocation of Tax Liabilities.

(a) NCR shall pay and be responsible for:

(i) any and all Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination),

(ii) any and all Taxes due with respect to or required to be reported on any NCR Separate Return (including any increase in such Tax as a result of a Final Determination),

(iii) any and all Taxes due with respect to or required to be reported on any ATMCo Separate Return for a taxable period ending on or before the Distribution Date (taking into account Section 3.3) with respect to a jurisdiction identified on Schedule 2.1(a)(iii) (including any increase in such Tax as a result of a Final Determination), and

(iv) any and all Separation Taxes imposed on or with respect to the Transactions for which a member of the NCR Group has primary liability under applicable Law.

(b) ATMCo shall pay and be responsible for:

(i) except as provided in Section 2.1(a)(iii), any and all Taxes due with respect to or required to be reported on any ATMCo Separate Return (including any increase in such Tax as a result of a Final Determination), and

(ii) except as provided in Section 2.1(a)(iv), any and all Separation Taxes imposed on or with respect to the Transactions.

2.2 Employment Taxes. Liability for Employment Taxes shall be determined pursuant to the Employee Matters Agreement. This Agreement shall not apply to Employment Taxes.

2.3 Tax Refunds.

(a) NCR shall be entitled to all Refunds related to Taxes the liability for which is allocated to NCR pursuant to this Agreement. ATMCo shall be entitled to all Refunds related to Taxes the liability for which is allocated to ATMCo pursuant to this Agreement.

(b) ATMCo shall pay to NCR any Refund received by ATMCo or any member of the ATMCo Group that is allocable to NCR pursuant to this Section 2.3 no later than thirty (30) days after the receipt of such Refund. NCR shall pay to ATMCo any Refund received by NCR or any member of the NCR Group that is allocable to ATMCo pursuant to this Section 2.3 no later than thirty (30) days after the receipt of such Refund.

(c) For purposes of this Section 2.3, any Refund that arises as a result of an offset, credit, or other similar benefit in respect of Taxes other than a receipt of cash shall be deemed to be received on the earlier of (i) the date on which a Tax Return is filed claiming such offset, credit, or other similar benefit, and (ii) the date on which payment of the Tax which would have otherwise been paid absent such offset, credit, or other similar benefit is due (determined without taking into account any applicable extensions). To the extent that the amount of any Refund in respect of which a payment was made under this Section 2.3 is later reduced by a Taxing Authority or in a Tax Contest, such reduction shall be allocated to the Party to which such Refund was allocated pursuant to this Section 2.3 and an appropriate adjusting payment shall be made.

2.4 Tax Benefits. If NCR determines, in its discretion, that (i) one Party is responsible for a Tax pursuant to this Agreement or under applicable Law, and (ii) the other Party is entitled to a deduction, credit, or other Tax benefit in respect of such Tax, then the Party entitled to such deduction, credit, or other Tax benefit shall pay to the Party responsible for such Tax the amount of the Tax benefit realized in cash arising from such deduction, credit, or other Tax benefit, no later than thirty (30) days after such Tax benefit is realized. To the extent that the amount of any Tax benefit in respect of which a payment was made under this Section 2.4 is later reduced by a Taxing Authority or in a Tax Contest, the Party that received such payment shall refund such payment to the Party that made such payment to the extent of such reduction.

2.5 Prior Agreements. Except as set forth in this Agreement and in consideration of the mutual indemnities and other obligations of this Agreement, any and all prior Tax sharing or allocation agreements or practices between any member of the NCR Group and any member of the ATMCo Group shall be terminated with respect to the NCR Group and the ATMCo Group as of the Distribution Date. No member of the ATMCo Group or the NCR Group shall have any continuing rights or obligations to any member of the other Group under any such agreement, and this Agreement shall be the sole Tax sharing agreement between the members of the NCR Group, on the one hand, and the members of the ATMCo Group, on the other hand. Each Party shall, after the Distribution, at the reasonable request of the other Party, take, or cause to be taken, such other actions as may be necessary to effect the foregoing.

ARTICLE III

PREPARATION AND FILING OF TAX RETURNS

3.1 NCR's Responsibility. NCR shall prepare and file, or shall cause to be prepared and filed, when due (taking into account any applicable extensions) (a) all Joint Returns, (b) all NCR Separate Returns and (c) all ATMCo Separate Returns with respect to income Taxes for each jurisdiction identified on Schedule 2.1(a)(iii) and for taxable periods ending on or before the Distribution Date (taking into account Section 3.3).

3.2 ATMCo's Responsibility. ATMCo shall prepare and file, or shall cause to be prepared and filed, when due (taking into account any applicable extensions) all ATMCo Separate Returns (other than ATMCo Separate Returns described in Section 3.1(c)).

3.3 Certain ATMCo Separate Returns. The Parties agree that, with respect to income Taxes for each jurisdiction identified on Schedule 2.1(a)(iii), there shall be one ATMCo Separate Return filed for the taxable period that ends on the Distribution Date (and the books and records of the applicable entity shall be closed as of such date for purposes of such Tax Return), and another ATMCo Separate Return filed for the taxable period that begins the day after the Distribution Date.

3.4 Right To Review Tax Returns. To the extent that the positions taken on any Tax Return (i) directly relate to matters for which the Reviewing Party may have an indemnification obligation to the Preparing Party, or that may give rise to a refund to which the Reviewing Party would be entitled under this Agreement or (ii) would reasonably be expected to materially affect the Tax position of the Reviewing Party, the Preparing Party shall provide a draft of such Tax Return (or the relevant portion thereof) to the Reviewing Party for its review and comment at least thirty (30) days prior to the due date for such Tax Return (taking into account any applicable extensions), and shall use commercially reasonable efforts to modify such Tax Return before filing to include the Reviewing Party's reasonable comments; *provided*, *however*, that nothing herein shall prevent the Preparing Party from timely filing any such Tax Return. The Parties shall attempt in good faith to resolve any issues arising out of the review of any such portion of a Tax Return.

3.5 Cooperation. The Parties shall provide, and shall cause their Affiliates to provide, assistance and cooperation to one another in accordance with Article VII with respect to the preparation and filing of Tax Returns, including providing information required to be provided under Article VIII. Notwithstanding anything to the contrary in this Agreement, NCR shall not be required to disclose to ATMCo any consolidated, combined, unitary, or other similar Joint Return of which a member of the NCR Group is the common parent or any information related to such a Joint Return other than information relating solely to the ATMCo Group. If an amended Separate Return for which ATMCo is responsible under this Article III is required to be filed as a result of an amendment made to a Joint Return pursuant to an audit adjustment, then the Parties shall cooperate to ensure that such amended Separate Return can be prepared and filed in a manner that preserves confidential information including through the use of third-party preparers.

3.6 Tax Reporting Practices. Except as provided in Section 3.7 or pursuant to a Final Determination, with respect to any Tax Return for any taxable period that begins on or before the second anniversary of the Distribution Date with respect to which ATMCo is the Responsible Party, such Tax Return shall be prepared in a manner (a) consistent with past practices, accounting methods, elections and conventions ("Past Practices") used with respect to the Tax Returns in question (unless there is no Reasonable Basis for the use of such Past Practices), and to the extent any items are not covered by Past Practices (or in the event that there is no Reasonable Basis for the use of such Past Practices), in accordance with reasonable Tax accounting practices selected by ATMCo; and (b) that, to the extent consistent with clause (a), minimizes the overall amount of Taxes due and payable on such Tax Return for all of the Parties by cooperating in making such elections or applications for group or other relief or allowances available in the taxing jurisdiction in which such Tax Return is filed. ATMCo shall not take any action inconsistent with the assumptions made (including with respect to any Tax Item) in determining all estimated or advance payments of Taxes on or prior to the Distribution Date. In addition, ATMCo (i) shall not be permitted, and shall not permit any member of the ATMCo Group, without NCR's prior written consent, to make a change in any of its methods of accounting for Tax purposes for any taxable period that begins on or before the second anniversary of the Distribution Date, and (ii) shall notify NCR of, and consider in good faith any reasonable comments provided by NCR regarding, any such change in method of accounting for any taxable period that begins after the second anniversary of the Distribution Date and on or before the fourth anniversary of the Distribution Date. Such notification and consideration described in clause (ii) of the preceding sentence shall occur prior to the making of any such change in method of accounting.

3.7 Reporting of the Transactions. Unless and until there has been a Final Determination to the contrary, each Party agrees not to take any position on any Tax Return, in connection with any Tax Contest, or otherwise that is inconsistent with (i) the Tax Materials, (ii) the Intended Tax Treatment, (iii) the treatment of payments between the NCR Group and the ATMCo Group as set forth in Section 5.4, or (iv) Schedule 3.7(iv).

3.8 Protective Section 336(e) Election. NCR shall determine, in its sole and absolute discretion, whether to make a protective election under Section 336(e) of the Code and the Treasury Regulations promulgated thereunder (and any corresponding or analogous provisions of state and local Tax Law) in connection with the Distribution with respect to ATMCo and each other member of the ATMCo Group that is a domestic corporation for U.S. federal income tax purposes (a "Section 336(e) Election"). If NCR determines that a Section 336(e) Election would be beneficial:

(a) NCR, ATMCo, and their respective Affiliates shall cooperate in making the Section 336(e) Election, including by filing any statements, amending any Tax Returns, or taking such other actions as are reasonably necessary to carry out the Section 336(e) Election;

(b) if the Distribution fails to qualify (in whole or in part) for the Intended Tax Treatment and ATMCo or any member of the ATMCo Group realizes an increase in Tax basis as a result of the Section 336(e) Election (the "Section 336(e) Tax Basis"), then the cash Tax savings realized by ATMCo and each member of the ATMCo Group as a result of the Section 336(e) Tax Basis shall be shared between NCR and ATMCo in the same proportion as the Taxes giving rise to the Section 336(e) Tax Basis were borne by NCR and ATMCo (after giving effect to the indemnification obligations in this Agreement); and

(c) to the extent the Section 336(e) Election becomes effective, each Party agrees not to take any position (and to cause each of its Affiliates not to take any position) that is inconsistent with the Section 336(e) Election on any Tax Return, in connection with any Tax Contest, or otherwise, except as may be required by a Final Determination.

3.9 Payment of Taxes. With respect to any Tax Return required to be filed pursuant to this Agreement, the Responsible Party shall remit or cause to be remitted to the applicable Taxing Authority in a timely manner any Taxes due in respect of any such Tax Return.

3.10 Amended Returns and Carrybacks.

(a) ATMCo shall not, and shall not permit any member of the ATMCo Group to, file or allow to be filed any request for an Adjustment for any Pre-Distribution Period without the prior written consent of NCR, such consent to be exercised in NCR's sole and absolute discretion.

(b) ATMCo shall, and shall cause each member of the ATMCo Group to, make any available elections to waive the right to carry back any Tax Attribute from a Post-Distribution Period to a Pre-Distribution Period.

(c) ATMCo shall not, and shall cause each member of the ATMCo Group not to, without the prior written consent of NCR, make any affirmative election to carry back any Tax Attribute from a Post-Distribution Period to a Pre-Distribution Period, such consent to be exercised in NCR's sole and absolute discretion.

(d) Receipt of consent by ATMCo or a member of the ATMCo Group from NCR pursuant to the provisions of this Section 3.10 shall not limit or modify ATMCo's continuing indemnification obligation pursuant to Article V.

3.11 Tax Attributes. Upon written request by ATMCo, NCR shall in good faith advise ATMCo in writing of the amount (if any) of any Tax Attributes which NCR determines, in its sole and absolute discretion, shall be allocated or apportioned to any member of the ATMCo Group under applicable Tax Law. ATMCo and all members of the ATMCo Group shall prepare all Tax Returns in accordance with such written notice. ATMCo agrees that it shall not dispute any determination of Tax Attributes made by NCR pursuant to this Section 3.11. Nothing in this Agreement shall require NCR to create or cause to be created any books and records or reports or other documents based thereon (including, without limitation, any "E&P studies," "basis studies" or similar determinations) that it does not maintain or prepare in the ordinary course of business.

ARTICLE IV

INTENDED TAX TREATMENT OF THE TRANSACTIONS

4.1 Representations and Warranties.

(a) NCR, on behalf of itself and all other members of the NCR Group, hereby represents and warrants that (i) it has examined the IRS Ruling, the IRS Ruling Request, the Tax Opinions, the Tax Certificates, the Internal Reorganization Plan, and any other materials delivered or deliverable in connection with the issuance of the IRS Ruling and the rendering of the Tax Opinions, in each case, as they exist as of the date hereof (collectively, the "Tax Materials"), and (ii) the facts presented and representations made therein, to the extent descriptive of or otherwise relating to NCR or any member of the NCR Group or the NCR Business, were or will be, at the time presented or represented and from such time until and including the Distribution Date, true, correct, and complete in all material respects. NCR, on behalf of itself and all other members of the NCR Group, hereby confirms and agrees to comply with any and all covenants and agreements in the Tax Materials applicable to NCR, any member of the NCR Group, or the NCR Business.

(b) ATMCo, on behalf of itself and all other members of the ATMCo Group, hereby represents and warrants that (i) it has examined the Tax Materials, and (ii) the facts presented and representations made therein, to the extent descriptive of or otherwise relating to ATMCo or any member of the ATMCo Group or the ATMCo Business, were or will be, at the time presented or represented and from such time until and including the Distribution Date, true, correct, and complete in all material respects. ATMCo, on behalf of itself and all other members of the ATMCo Group, hereby confirms and agrees to comply with any and all covenants and agreements in the Tax Materials applicable to ATMCo, any member of the ATMCo Group, or the ATMCo Business.

(c) Each of NCR, on behalf of itself and all other members of the NCR Group, and ATMCo, on behalf of itself and all other members of the ATMCo Group, represents and warrants that it knows of no fact or circumstance (after due inquiry) that may cause the Transactions to fail to qualify for the Intended Tax Treatment.

(d) Each of NCR on behalf of itself and all other members of the NCR Group, and ATMCo, on behalf of itself and all other members of the ATMCo Group, represents and warrants that it has no plan or intention to take, fail to take, or cause or permit to be taken any action which is inconsistent with any of the statements or representations made or set forth in the Tax Materials.

(e) Each of the Parties hereby represents and warrants that it has the power and authority to execute, deliver and perform this Agreement, that this Agreement has been duly authorized by all necessary corporate action on the part of such Party, that this Agreement constitutes a legal, valid and binding obligation of each such Party enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting creditors' rights generally and general equity principles.

4.2 Certain Restrictions Relating to the Intended Tax Treatment of the Transactions.

(a) ATMCo, on behalf of itself and all other members of the ATMCo Group, hereby covenants and agrees that no member of the ATMCo Group will take, fail to take, or cause or permit to be taken (i) any action where such action or failure to act would be inconsistent with or cause to be untrue any statement, information, covenant, or representation in the Tax Materials, or (ii) any action where such action or failure to act constitutes an ATMCo Disqualifying Action.

(b) During the Restricted Period, ATMCo:

(i) shall continue, and cause to be continued, the active conduct of each ATMCo Trade or Business for purposes of Section 355(b)(2) of the Code, taking into account Section 355(b)(3) of the Code;

(ii) shall not voluntarily dissolve or liquidate itself or any of its Affiliates (including any action that is a liquidation for U.S. federal income tax purposes);

(iii) shall not (1) enter into any Proposed Acquisition Transaction or, to the extent ATMCo has the right to prohibit any Proposed Acquisition Transaction, permit any Proposed Acquisition Transaction to occur, (2) redeem or otherwise repurchase (directly or through an Affiliate) any ATMCo stock, or rights to acquire ATMCo stock, except to the extent such repurchases satisfy Section 4.05(1)(b) of Revenue Procedure 96-30 (as in effect prior to the amendment of such Revenue Procedure by Revenue Procedure 2003-48), (3) amend its certificate of incorporation (or other organizational documents), or take any other action, whether through a stockholder vote or otherwise, affecting the relative voting rights of ATMCo Capital Stock (including through the conversion of any class of ATMCo Capital Stock into another class of ATMCo Capital Stock), (4) merge or consolidate with any other Person (or cause or permit any Affiliate of ATMCo that was a party to an Internal Distribution to merge or consolidate with any other Person), or (5) take any other action or actions (including any action or transaction that would be reasonably likely to be inconsistent with any of the statements and representations made or set forth in the Tax Materials) which in the aggregate, when combined with any other direct or indirect changes in ownership of ATMCo Capital Stock pertinent for purposes of Section 355(e) of the Code, would be reasonably likely to have the effect of causing or permitting one or more Persons (whether or not acting in concert) to acquire directly or indirectly stock representing a forty percent (40%) or greater interest in ATMCo (or in any Affiliate of ATMCo that was a party to an Internal Distribution) or otherwise jeopardize the Intended Tax Treatment; and

(iv) shall not, and shall not cause or permit any member of the ATMCo Group to, sell, transfer, or otherwise dispose of or agree to, sell, transfer or otherwise dispose of (including in any transaction treated for U.S. federal income tax purposes as a sale, transfer, or disposition) assets (including any shares of capital stock of a Subsidiary) that, in the aggregate, constitute more than twenty percent (20%) of the gross assets of any ATMCo Trade or Business or more than twenty percent (20%) of the consolidated

gross assets of ATMCo or the ATMCo Group. The foregoing sentence shall not apply to (1) sales, transfers, or dispositions of assets in the ordinary course of business, (2) any cash paid to acquire assets from an unrelated Person in an arm's-length transaction, (3) any assets transferred to a Person that is disregarded as an entity separate from the transferor for U.S. federal income tax purposes, or (4) any mandatory or optional repayment (or prepayment) of any indebtedness of ATMCo or any member of the ATMCo Group. The percentages of gross assets or consolidated gross assets of ATMCo or the ATMCo Group, as the case may be, sold, transferred, or otherwise disposed of, shall be based on the fair market value of the gross assets of ATMCo and the members of the ATMCo Group as of the Distribution Date. For purposes of this Section 4.2(b)(iv), a merger of ATMCo or one of its Subsidiaries with and into any Person that is not a wholly owned Subsidiary of ATMCo shall constitute a disposition of all of the assets of ATMCo or such Subsidiary.

(c) ATMCo shall not, and shall not cause or permit any member of the ATMCo Group to, directly or indirectly, (1) pre-pay, pay down, redeem, retire or otherwise acquire, however effected including pursuant to the terms thereof, any of the Debt-for-Debt Indebtedness prior to their stated maturity, excluding, for these purposes, any Debt-for-Debt Exchange, or (2) take or permit to be taken any action at any time, including any modification to the terms of the Debt-for-Debt Indebtedness that could jeopardize, directly or indirectly, the qualification, in whole or in part, of any of the Debt-for-Debt Indebtedness as "securities" within the meaning of Section 361(a) of the Code.

(d) Notwithstanding the restrictions imposed by Section 4.2(b) and Section 4.2(c), ATMCo or a member of the ATMCo Group may take any of the actions or transactions described therein if ATMCo either (i) obtains an Unqualified Tax Opinion in form and substance satisfactory to NCR in its sole and absolute discretion, or (ii) obtains the prior written consent of NCR waiving the requirement that ATMCo obtain an Unqualified Tax Opinion, such waiver to be provided in NCR's sole and absolute discretion. NCR's evaluation of an Unqualified Tax Opinion may consider, among other factors, the appropriateness of any underlying assumptions, representations, and covenants made in connection with such opinion (and, for the avoidance of doubt, NCR may determine that no opinion would be acceptable to NCR). ATMCo shall bear all costs and expenses of securing any such Unqualified Tax Opinion and shall reimburse NCR for all reasonable out-of-pocket expenses (including fees of external legal counsel and external Tax Advisors) that NCR or any of its Affiliates may incur in good faith in seeking to obtain or evaluate any such Unqualified Tax Opinion. Neither the delivery of an Unqualified Tax Opinion nor NCR's waiver of ATMCo's obligation to deliver an Unqualified Tax Opinion shall limit or modify ATMCo's continuing indemnification obligation pursuant to Article V.

ARTICLE V

INDEMNITY OBLIGATIONS

5.1 Indemnity Obligations. Notwithstanding anything to the contrary in this Agreement:

(a) NCR shall indemnify and hold harmless ATMCo from and against, and will reimburse ATMCo for:

(i) all liability for Taxes allocated to NCR pursuant to Article II (other than liabilities described in Section 5.1(b)(ii) and/or 5.1(b)(iii));

(ii) all Taxes and Tax-Related Losses arising out of, based upon, or relating or attributable to any breach of or inaccuracy in, or failure to perform, as applicable, any representation, covenant, or obligation of any member of the NCR Group pursuant to this Agreement; and

(iii) any other amounts NCR is required to pay to ATMCo pursuant to the terms of this Agreement.

(b) Without regard to whether an Unqualified Tax Opinion may have been provided or whether any action is permitted or consented to hereunder, ATMCo shall indemnify and hold harmless NCR from and against, and will reimburse NCR for:

(i) all liability for Taxes allocated to ATMCo pursuant to Article II;

(ii) all Taxes and Tax-Related Losses arising out of, based upon, or relating or attributable to any breach of or inaccuracy in, or failure to perform, as applicable, any representation, covenant, or obligation of any member of the ATMCo Group pursuant to this Agreement;

(iii) any Taxes and Tax-Related Losses attributable to an ATMCo Disqualifying Action; and

(iv) any other amounts ATMCo is required to pay to NCR pursuant to the terms of this Agreement.

(c) To the extent that any Tax or Tax-Related Loss is subject to indemnity pursuant to both Section 5.1(a)(ii) (on the one hand) and Section 5.1(b)(ii) or (iii) (on the other hand), responsibility for such Tax or Tax-Related Loss shall be shared by NCR and ATMCo according to relative fault as determined by NCR in its good faith discretion.

5.2 Indemnification Payments.

(a) Except as otherwise provided in this Agreement, if either Party (the "Indemnitee") is required to pay to a Taxing Authority a Tax or to another Person a payment in respect of a Tax that the other Party (the "Indemnifying Party") is liable for under this Agreement, including as a result of a Final Determination, the Indemnitee shall notify the Indemnifying Party, in writing, of its obligation to pay such Tax and, in reasonably sufficient detail, its calculation of the amount due by such Indemnifying Party to the Indemnitee, including any Tax-Related Losses attributable thereto. The Indemnifying Party shall pay such amount, including any Tax-Related Losses attributable thereto, to the Indemnitee no later than thirty (30) days after the receipt of notice from the other Party.

(b) If, as a result of any change or redetermination, any amount previously allocated to and borne by one Party pursuant to the provisions of Article II is thereafter allocated to the other Party, then, no later than thirty (30) days after such change or redetermination, such other Party shall pay to the first Party the amount previously borne by such Party which is allocated to such other Party as a result of such change or redetermination.

5.3 Payment Mechanics.

(a) All payments under this Agreement shall be made by NCR directly to ATMCo and by ATMCo directly to NCR; *provided*, *however*, that if the Parties mutually agree with respect to any such indemnification payment, any member of the NCR Group, on the one hand, may make such indemnification payment to any member of the ATMCo Group, on the other hand, and vice versa. All indemnification payments shall be treated in the manner described in Section 5.4.

(b) In the case of any payment of Taxes made by a Responsible Party or Indemnitee pursuant to this Agreement for which such Responsible Party or Indemnitee, as the case may be, has received a payment from the other Party, such Responsible Party or Indemnitee shall provide to the other Party a copy of any official government receipt received with respect to the payment of such Taxes to the applicable Taxing Authority (or, if no such official governmental receipts are available, executed bank payment forms or other reasonable evidence of payment).

5.4 Treatment of Payments. The Parties agree that any payment made between the Parties pursuant to this Agreement shall be treated for all U.S. federal income tax purposes, to the extent permitted by Law, as either (i) a non-taxable contribution by NCR to ATMCo, or (ii) a distribution by ATMCo to NCR, in each case, made immediately prior to the Distribution. Notwithstanding the foregoing, NCR shall notify ATMCo if it determines that any payment made pursuant to this Agreement is to be treated, for any Tax purposes, as a payment made by one Party acting as an agent of one of such Party's Subsidiaries to the other Party acting as an agent of one of such other Party's Subsidiaries, and the Parties agree to treat any such payment accordingly. Any Tax indemnity payment made by a Party under this Agreement shall be increased as necessary so that after making all payments in respect of Taxes imposed on or attributable to such indemnity payment, the recipient Party receives an amount equal to the sum it would have received had no such Taxes been imposed.

ARTICLE VI

TAX CONTESTS

6.1 Notice. Each Party shall notify the other Party in writing within ten (10) days after receipt by such Party or any member of its Group of a written communication from any Taxing Authority with respect to any pending or threatened audit, examination, claim, dispute, suit, action, proposed assessment, or other proceeding (a "Tax Contest") concerning any Taxes for which the other Party may be liable pursuant to this Agreement, and thereafter shall promptly forward or make available to such Party copies of notices and communications relating to such Tax Contest. A failure by an Indemnitee to give notice as provided in this Section 6.1 (or to promptly forward any such notices or communications) shall not relieve the Indemnifying Party of its indemnification obligation under this Agreement, except to the extent that the Indemnifying Party shall have been actually prejudiced by such failure.

6.2 Joint Returns. In the case of any Tax Contest with respect to any Joint Return, NCR shall have the sole responsibility and right to control the prosecution of such Tax Contest, including the exclusive right to communicate with agents of the applicable Taxing Authority and to control, resolve, settle, or agree to any deficiency, claim, or adjustment proposed, asserted, or assessed in connection with or as a result of such Tax Contest, subject to Sections 6.1 and 6.5.

6.3 Separate Returns. In the case of any Tax Contest with respect to a Separate Return, the Party having the liability for the Tax pursuant to Article II shall have the sole responsibility and right to control the prosecution of such Tax Contest, including the exclusive right to communicate with agents of the applicable Taxing Authority and to control, resolve, settle, or agree to any deficiency, claim, or adjustment proposed, asserted, or assessed in connection with or as a result of such Tax Contest; *provided* that, in the case of any such Tax Contest that relates both to Taxes for which NCR has liability pursuant to Section 2.1(a)(iii), and to Taxes for which ATMCo has liability pursuant to Section 2.1(b)(i), NCR shall be the Controlling Party and ATMCo shall be the Non-Controlling Party (with the rights set forth in Sections 6.1 and 6.5).

6.4 Obligation of Continued Notice. During the pendency of any Tax Contest or threatened Tax Contest, each of the Parties shall provide prompt notice to the other Party of any written communication received by it or a member of its respective Group from a Taxing Authority regarding any Tax Contest for which it is indemnified by the other Party hereunder or for which it may be required to indemnify the other Party hereunder. Such notice shall attach copies of the pertinent portion of any written communication from a Taxing Authority and contain factual information (to the extent known) describing any asserted Tax liability in reasonable detail and shall be accompanied by copies of any notice and other documents received from any Taxing Authority in respect of any such matters. Such notice shall be provided in a reasonably timely fashion; *provided*, *however*, that in the event that timely notice is not provided, a Party shall be relieved of its obligation to indemnify the other Party only to the extent that such delay results in actual increased costs or actual prejudice to such other Party.

6.5 Tax Contest Cooperation Rights. Unless waived by the Parties in writing, in connection with any potential adjustment in a Tax Contest as a result of which adjustment the Non-Controlling Party may reasonably be expected to become liable to make any indemnification payment to the Controlling Party under this Agreement, (i) the Controlling Party shall keep the Non-Controlling Party informed in a timely manner of all actions taken or proposed to be taken by the Controlling Party with respect to such potential adjustment in such Tax Contest, (ii) the Controlling Party shall timely provide the Non-Controlling Party copies of any written materials relating to such potential adjustment in such Tax Contest received from any Taxing Authority, (iii) the Controlling Party shall timely provide the Non-Controlling Party with copies of any correspondence or filings submitted to any Taxing Authority or judicial authority in connection with such potential adjustment in such Tax Contest, (iv) the Controlling Party shall consult with the Non-Controlling Party and offer the Non-Controlling Party a reasonable opportunity to comment before submitting any written materials prepared or furnished in

connection with such potential adjustment in such Tax Contest, and (v) the Controlling Party shall defend such Tax Contest diligently and in good faith. The failure of the Controlling Party to take any action specified in the preceding sentence with respect to the Non-Controlling Party shall not relieve the Non-Controlling Party of any liability or obligation which it may have to the Controlling Party under this Agreement, and in no event shall such failure relieve the Non-Controlling Party from any other liability or obligation which it may have to the Controlling Party.

ARTICLE VII

COOPERATION

7.1 General.

(a) Each Party shall fully cooperate, and shall cause all members of such Party's Group to fully cooperate, with all reasonable requests in writing from the other Party, or from an agent, representative, or advisor of such Party, in connection with the preparation and filing of any Tax Return, claims for Refunds, the conduct of any Tax Contest, and calculations of amounts required to be paid pursuant to this Agreement, in each case, related or attributable to or arising in connection with Taxes of either Party or any member of either Party's Group covered by this Agreement and the establishment of any reserve required in connection with any financial reporting (a "Tax Matter"). Such cooperation shall include the provision of any information reasonably necessary or helpful in connection with a Tax Matter and shall include, without limitation, at each Party's own cost:

(i) the provision of any Tax Returns of either Party or any member of either Party's Group, books, records (including information regarding ownership and Tax basis of property), documentation, and other information relating to such Tax Returns, including accompanying schedules, related work papers, and documents relating to rulings or other determinations by Taxing Authorities (in each case, subject to Section 3.5);

(ii) the execution of any document (including any power of attorney) in connection with any Tax Contest of either Party or any member of either Party's Group, or the filing of a Tax Return or a Refund claim of either Party or any member of either Party's Group;

(iii) the use of the Party's commercially reasonable efforts to obtain any documentation in connection with a Tax Matter; and

(iv) the use of the Party's commercially reasonable efforts to obtain any Tax Returns (including accompanying schedules, related work papers, and documents), documents, books, records, or other information in connection with the filing of any Tax Returns of either Party or any member of either Party's Group.

(b) Each Party shall make its employees and facilities available, without charge, on a mutually convenient basis to facilitate such cooperation.

ARTICLE VIII

RETENTION OF RECORDS; ACCESS

8.1 Retention of Records. For so long as the contents thereof may become material in the administration of any matter under applicable Tax Law, but in any event until the later of (i) sixty (60) days after the expiration of any applicable statutes of limitation (including any waivers or extensions thereof), and (ii) seven (7) years after the Distribution Date, the Parties shall retain records, documents, accounting data, and other information (including computer data) necessary for the preparation and filing of all Tax Returns (collectively, "Tax Records") in respect of Taxes of any member of either the NCR Group or the ATMCo Group for any Pre-Distribution Period or Straddle Period or for any Tax Contests relating to such Tax Returns. At any time after the Distribution Date when the NCR Group proposes to destroy any Tax Records, NCR shall first notify ATMCo in writing, and the ATMCo Group shall be entitled to receive, at the cost and expense of the ATMCo Group, such records or documents proposed to be destroyed. At any time after the Distribution Date when the ATMCo Group proposes to destroy any Tax Records, ATMCo shall first notify NCR in writing, and the NCR Group shall be entitled to receive, at the cost and expense of the NCR Group, such records or documents proposed to be destroyed. The Parties will notify each other in writing of any waivers or extensions of the applicable statute of limitations that may affect the period for which the foregoing records or other documents must be retained.

8.2 Access to Tax Records. Subject to Section 3.5, the Parties and their respective Affiliates shall make available to each other for inspection and copying, during normal business hours upon reasonable notice, all Tax Records (including, for the avoidance of doubt, any pertinent underlying data accessed or stored on any computer program or information technology system) in their possession. Each of the Parties shall permit the other Party and its Affiliates, authorized agents, and representatives and any representative of a Taxing Authority or other Tax auditor direct access, during normal business hours upon reasonable notice, to any computer program or information technology system used to access or store any Tax Records, in each case to the extent reasonably required by the other Party in connection with the preparation of Tax Returns or financial accounting statements, audits, litigation, or the resolution of items pursuant to this Agreement and subject to any security procedures reasonably required by the Party giving access to protect its information technology systems. The Party seeking access to the records of the other Party shall bear all costs and expenses associated with such access, including any professional fees.

ARTICLE IX

DISPUTE RESOLUTION

9.1 Dispute Resolution. Any dispute between the Parties as to any matter covered by this Agreement shall be resolved pursuant to the procedures set forth in Article VIII of the Separation Agreement.

ARTICLE X

MISCELLANEOUS

10.1 Survival. Except as otherwise contemplated by this Agreement, all representations, covenants and agreements of the Parties contained in this Agreement shall survive the Distribution and remain in full force and effect in accordance with their applicable terms.

10.2 Notices. Notices, requests, instructions or other documents to be given under this Agreement shall be in writing and shall be deemed to have been properly delivered, given and received, (a) on the date of transmission if sent via email (*provided, however*, that notice given by email shall not be effective unless either (i) a duplicate copy of such email notice is promptly given by one of the other methods described in this Section 10.2 or (ii) the receiving Party delivers a written confirmation of receipt of such notice either by email or any other method described in this Section 10.2 (excluding "out of office" or other automated replies)), (b) when delivered, if delivered personally to the intended recipient, and (c) one Business Day later, if sent by overnight delivery via a national courier service (providing proof of delivery), and in each case, addressed to a party at the address for such party set forth below (or at such other address for a party as shall be specified from time to time in a notice given in accordance with this Section 10.2):

If to NCR:

NCR Voyix Corporation
864 Spring St NW
Atlanta, GA 30308
Attn: General Counsel
kelli.sterrett@ncr.com

If to ATMCo:

NCR Atleos Corporation
864 Spring St NW
Atlanta, GA 30308
Attn: General Counsel
ricardo.nunez@ncratleos.com

10.3 Waiver.

(a) Any provision of this Agreement may be waived if, and only if, such waiver is in writing and signed by the Party against whom the waiver is to be effective.

(b) No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10.4 Modification or Amendment. This Agreement may only be amended, modified or supplemented, in whole or in part, in a writing signed on behalf of each of the Parties in the same manner as this Agreement and which makes reference to this Agreement.

10.5 No Assignment; Binding Effect. No Party to this Agreement may assign or delegate, either directly or indirectly by merger or consolidation, all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other Party to this Agreement, which such Party may withhold in its absolute discretion, and any attempt to do so shall be ineffective and void ab initio, except that (w) a Party shall (and therefore is also permitted to) assign this Agreement and any or all of the rights, interests and obligations hereunder in connection with a merger, reorganization or consolidation transaction in which it is a constituent party but not the surviving entity or the sale of all or substantially all of its Assets, and the surviving entity of such merger, reorganization or consolidation transaction or the transferee of such Assets shall assume all the obligations of the relevant Person by operation of law or pursuant to an agreement in writing, reasonably satisfactory to the other Party, to be bound by the terms of this Agreement as if named as a Party hereto; (x) each Party hereto may assign any or all of its rights and interests hereunder to an Affiliate; and (y) each Party may assign any of its obligations hereunder to an Affiliate so long as such Affiliate executes a writing in form reasonably satisfactory to the other Party agreeing to be bound by the terms of this Agreement as if named as a Party hereto; *provided, however*, that, in the case of clauses (w), (x) and (y) such assignment shall not relieve such Party of any of its obligations hereunder unless agreed to in writing by the non-assigning Party. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the Parties hereto and their respective successors and permitted assigns.

10.6 Termination. Notwithstanding anything to the contrary herein, this Agreement may be terminated and the Distribution may be amended, modified or abandoned at any time prior to the Distribution by and in the sole discretion of NCR without the approval of ATMCo or the stockholders of NCR. In the event of such termination, this Agreement shall become null and void and no Party, nor any of its officers, directors or employees, shall have any Liability to any other Party or any other Person. After the Distribution, this Agreement may not be terminated except by an agreement in writing signed by each of the Parties.

10.7 Payment Terms. Except as expressly provided in this Agreement, any amount payable pursuant to this Agreement by one party (or any member of such party's Group) shall be paid within thirty (30) days after presentation of an invoice or a written demand by the party entitled to receive such payments. Such demand shall include documentation (or reasonable explanation if such documentation would be unreasonable to produce or procure) setting forth the basis for the amount payable.

10.8 No Set-Off. Except as expressly set forth in any Ancillary Agreement or as otherwise mutually agreed to in writing by the Parties, neither Party nor any member of any Party's Group shall have any right of set-off or other similar rights with respect to (a) any amounts received pursuant to this Agreement or any other Ancillary Agreement or the Separation Agreement or (b) any other amounts claimed to be owed to the other Party or any member of its Group arising out of this Agreement or any other Ancillary Agreement or the Separation Agreement.

10.9 No Circumvention. The Parties agree not to directly or indirectly take any actions, act in concert with any Person who takes an action, or cause or allow any member of any such Party's Group to take any actions (including the failure to take a reasonable action) such that the resulting effect is to materially undermine the effectiveness of any of the provisions of this Agreement (including adversely affecting the rights or ability of any Party to successfully pursue indemnification, contribution or payment pursuant to Article V).

10.10 Subsidiaries. Each of the Parties shall cause (or with respect to an Affiliate that is not a Subsidiary, shall use commercially reasonable efforts to cause) to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary or Affiliate of such Party or by any Business Entity that becomes a Subsidiary or Affiliate of such Party on and after the Distribution. This Agreement is being entered into by NCR and ATMCo on behalf of themselves and the members of their respective groups (the NCR Group and the ATMCo Group). This Agreement shall constitute a direct obligation of each such entity and shall be deemed to have been readopted and affirmed on behalf of any Business Entity that becomes a Subsidiary or Affiliate of such Party on and after the Distribution. Either Party shall have the right, by giving notice to the other Party, to require that any Subsidiary of the other Party execute a counterpart to this Agreement to become bound by the provisions of this Agreement applicable to such Subsidiary.

10.11 Third Party Beneficiaries. This Agreement is solely for the benefit of each Party hereto and its respective Affiliates, successors or permitted assigns, and it is not the intention of the Parties to confer third party beneficiary rights upon any other Person, and should not be deemed to confer upon any Third Party any remedy, claim, liability, reimbursement, Proceedings or other right in excess of those existing without reference to this Agreement.

10.12 Titles and Headings. Titles and headings to Sections and Articles are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

10.13 Exhibits and Schedules. The exhibits and schedules hereto shall be construed with and be an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Nothing in the Exhibits or Schedules constitutes an admission of any liability or obligation of any member of the NCR Group or the ATMCo Group or any of their respective Affiliates to any Third Party, nor, with respect to any Third Party, an admission against the interests of any member of the NCR Group or the ATMCo Group or any of their respective Affiliates. The inclusion of any item or liability or category of item or liability on any Exhibit or Schedule is made solely for purposes of allocating potential liabilities among the Parties and shall not be deemed as or construed to be an admission that any such liability exists.

10.14 Governing Law. This Agreement, and all actions, causes of action, or claims of any kind (whether at law, in equity, in contract, in tort, or otherwise) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement (including any action, cause of action, or claim of any kind based upon, arising out of, or related to any representation or warranty made in, in connection with, or as an inducement to this Agreement) shall be governed by and construed in accordance with the law of the State of Maryland, irrespective of the choice of law principles of the State of Maryland, including, without limitation, Maryland laws relating to applicable statutes of limitations and burdens of proof and available remedies.

10.15 Specific Performance. The Parties agree that irreparable damage, for which monetary damages (even if available) would not be an adequate remedy, would occur in the event that the provisions of this Agreement were not performed in accordance with their specific terms. Accordingly, it is hereby agreed that the Parties shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which they are entitled in Law or equity.

10.16 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

10.17 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

10.18 Authorization. Each of the Parties hereby represents and warrants that it has the power and authority to execute, deliver and perform this Agreement, that this Agreement has been duly authorized by all necessary corporate action on the part of such Party, that this Agreement constitutes a legal, valid and binding obligation of each such Party enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting creditors' rights generally and general equity principles.

10.19 No Duplication; No Double Recovery. Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances (including with respect to the rights, entitlements, obligations and recoveries that may arise out of Article V).

10.20 No Reliance on Other Party. The Parties hereto represent to each other that this Agreement is entered into with full consideration of any and all rights which the Parties hereto may have. The Parties hereto have relied upon their own knowledge and judgment and have conducted such investigations they and their in-house counsel have deemed appropriate regarding this Agreement and the Ancillary Agreements and their rights in connection with this Agreement and the Ancillary Agreements. The Parties hereto are not relying upon any representations or statements, whether written or oral, made by any other Party, or any such other Party's employees, agents, representatives or attorneys, regarding this Agreement, except to the extent such representations are expressly set forth or incorporated in this Agreement. The Parties hereto are not relying upon a legal duty, if one exists, on the part of any other Party (or any such other Party's employees, agents, representatives or attorneys) to disclose any information in connection with the execution of this Agreement or its preparation, it being expressly understood that no Party hereto shall ever assert any failure to disclose information on the part of any other Party as a ground for challenging this Agreement or any provision hereof.

10.21 Complete Agreement. This Agreement, including the exhibits and schedules attached hereto, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter. Except as otherwise expressly provided in the Separation Agreement, in the event of any conflict between the provisions of this Agreement and the provisions of the Separation Agreement or any other Ancillary Agreement, the provisions of this Agreement shall prevail over the Separation Agreement or any other Ancillary Agreement as to matters specifically addressed in this Agreement.

10.22 Counterparts. This Agreement may be executed in more than one counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Parties. Execution of this Agreement or any other documents pursuant to this Agreement by email attaching DocuSign or other electronic copy of a signature shall be deemed to be, and shall have the same effect as, executed by an original signature.

[*Signature page follows. The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

NCR VOYIX CORPORATION

By: /s/ Michael D. Hayford
Name: Michael D. Hayford
Title: Chief Executive Officer

NCR ATLEOS CORPORATION

By: /s/ Timothy C. Oliver
Name: Timothy C. Oliver
Title: President

Exhibit 10.3

EXECUTION VERSION

EMPLOYEE MATTERS AGREEMENT

by and between

NCR VOYIX CORPORATION

and

NCR ATLEOS CORPORATION

DATED AS OF OCTOBER 16, 2023

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EMPLOYEE MATTERS AGREEMENT

THIS EMPLOYEE MATTERS AGREEMENT (this "Agreement"), is entered into as of October 16, 2023 (the "Effective Date"), by and between NCR Voyix Corporation (f/k/a/ NCR Corporation), a Maryland corporation ("NCR"), and NCR Atleos Corporation, a Maryland corporation ("ATMCo") (each a "Party" and together, the "Parties").

RECITALS

WHEREAS, the Parties have entered into that certain Separation and Distribution Agreement, dated October 16, 2023 (the "SDA");

WHEREAS, in addition to the matters addressed by the SDA, the Parties desire to enter into this Agreement to set forth the terms and conditions of certain employment, compensation and employee benefit plan matters; and

WHEREAS, this Agreement constitutes the Employee Matters Agreement referred to in the SDA.

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings as in the SDA, and Section 1.2 (References; Interpretation) of the SDA is incorporated herein by reference.

"Agreement" has the meaning set forth in the preamble to this Agreement and shall include all schedules and appendices hereto and all amendments, modifications, and changes hereto entered into pursuant to Section 9.09 hereto.

"ATMCo" has the meaning set forth in the preamble to this Agreement.

"ATMCo 401(k) Plan" means the 401(k) plan to be established pursuant to Section 5.02 hereto by a member of the ATMCo Group with terms and conditions substantially identical to those of the NCR 401(k) Plan.

"ATMCo Benefit Plan" means any Benefit Plan established, sponsored, maintained or contributed to by a member of the ATMCo Group as of or after the Distribution.

"ATMCo Board" means the Board of Directors of ATMCo.

"ATMCo Converted Awards" means awards with respect to ATMCo Common Stock resulting from the adjustments and conversions referenced in Section 4.01 and Appendix A hereto.

"ATMCo Director Compensation Program" means the non-employee director compensation program to be established pursuant to Section 4.06 hereto by ATMCo for the ATMCo Board.

"ATMCo Disability Employees" mean each individual who is an ATMCo Group Employee and who is on long-term disability leave immediately prior to the Distribution (or, if earlier, immediately prior to the applicable Internal Reorganization Date).

"ATMCo Equity Incentive Plan" means the ATMCo 2023 Equity Incentive Plan to be established pursuant to Section 4.03 hereto.

"ATMCo ESPP" means the ATMCo 2023 Employee Stock Purchase Plan to be established pursuant to Section 4.03 hereto.

"ATMCo Group Employee" means each individual who is employed by NCR or any of its Subsidiaries or Affiliates as of the date on which NCR determines to transfer the employment of such applicable individuals, or such applicable individuals' employing entity (the direct or indirect parent entity of such employing entity), to ATMCo and who NCR determines as of such date is either (i) exclusively or primarily engaged in the ATMCo Business or (ii) reasonably necessary for the ongoing operation of the ATMCo Business following the Distribution (or, if earlier, the applicable Internal Reorganization Date), in each case regardless of whether any such employee is actively at work or is not actively at work as a result of disability or illness, an approved leave of absence (including military leave with reemployment rights under federal Law and leave under the FMLA), vacation, personal day or similar short- or long-term absence, but in each case excluding Non-Consenting Employees or any individual who NCR determines was inappropriately identified as an ATMCo Group Employee. Each ATMCo Group Employee shall be set forth on Schedule 1.01(a)(i) hereto, which shall be updated from time to time in accordance with this Agreement.

"ATMCo Health Plan" means any Health Plan established, sponsored, maintained or contributed to by a member of the ATMCo Group as of or after the Distribution.

"ATMCo OPEB Plan" means health and welfare benefit plans to be established pursuant to Section 7.03 hereto by a member of the ATMCo Group that provides post-employment welfare benefits with terms and conditions substantially identical to those of the corresponding NCR OPEB Plans.

"ATMCo Welfare Plan" means any Welfare Plan established, sponsored, maintained or contributed to by a member of the ATMCo Group as of or after the Distribution.

"ATMCo Welfare Plan Effective Date" has the meaning set forth in Section 7.01(c) hereto.

"Benefit Plan" means any contract, agreement, policy, practice, program, plan, trust, commitment or arrangement providing for benefits, perquisites or compensation of any nature from an employer to any Employee, or to any family member, dependent, or beneficiary of any such Employee, including pension plans, savings plans, retirement plans, supplemental plans, deferred compensation plans and welfare plans, and contracts, agreements, policies, practices, programs, plans, trusts, commitments and arrangements providing for terms of employment, fringe benefits, severance benefits, change in control protections or benefits, travel and accident, life, accidental death and dismemberment, disability and accident insurance, tuition reimbursement, travel reimbursement, vacation, sick, personal or bereavement days, leaves of absences and holidays; provided, however, the term "Benefit Plan" does not include any government-sponsored or maintained benefits, such as workers' compensation, unemployment or any similar plans, programs or policies.

"CBA" has the meaning set forth in Section 2.05(a) hereto.

"COBRA" means the U.S. Consolidated Omnibus Budget Reconciliation Act of 1985, as codified at Section 601 *et seq*. of ERISA and at Section 4980B of the Code.

"Data Protection Laws" means any and all Laws concerning the privacy, protection and security of personal information Laws throughout the world, including the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any national law supplementing the GDPR, the UK General Data Protection Regulation as defined by the Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments, etc.) (EU Exit) Regulations 2019 ("UK GDPR"), and any regulations, or regulatory requirements, and guidance applicable to the Processing of Personal Data (as amended and/or replaced from time to time).

"Designated Group" means those individuals identified on Schedule 1.01(b) hereto, provided that such individual is employed by a Party or an Affiliate as of the Distribution Date.

"Employee" means any NCR Group Employee or ATMCo Group Employee.

"Employee Representative Body" means any union, works council, or other agency or representative body certified or otherwise legally recognized for the purposes of bargaining collectively, or established for the purposes of consultation, on behalf of any group of employees.

"ERISA" means the U.S. Employee Retirement Income Security Act of 1974, as amended.

"FICA" has the meaning set forth in Section 3.01(e) hereto.

"FMLA" means the Family and Medical Leave Act of 1993, as amended.

"Former ATMCo Group Employee" means each individual who was employed by NCR or any of its Subsidiaries or Affiliates and who NCR determines was exclusively or primarily engaged in the ATMCo Business on the last day of such individual's employment, but who terminated employment prior to the Distribution (or, if earlier, prior to the applicable Internal Reorganization Date).

"Former Employee" means any Former NCR Group Employee or Former ATMCo Group Employee.

"Former NCR Group Employee" means any individual who is a former employee of NCR or any of its Subsidiaries or Affiliates as of the Distribution (or, if earlier, as of the applicable Internal Reorganization Date) and who is not a Former ATMCo Group Employee.

"FUTA" has the meaning set forth in Section 3.01(e) hereto.

"General Continuation Period" means a period of time commencing as of the Distribution Date and ending on the 12-month anniversary of the Distribution Date.

"Health Plan" means each Welfare Plan offering health benefits (including medical, prescription drug, dental and vision).

"HIPAA" means the U.S. Health Insurance Portability and Accountability Act of 1996, as amended.

"Individual Agreement" means any individual (i) employment contract, (ii) retention, bonus, severance, or change in control agreement, (iii) expatriate (including any international assignee) or secondment contract or agreement (including agreements and obligations regarding repatriation, relocation, equalization of taxes and living standards in the host country), (iv) agreement relating to fringe benefits, tuition reimbursements, relocation expenses, or other repayment agreement, (v) agreement containing restrictive covenants (including confidentiality, non-competition and non-solicitation provisions) or (vi) any other agreement providing for compensation and benefits between (A) a member of the NCR Group and an ATMCo Group Employee or a Former ATMCo Group Employee, as in effect immediately prior to the Distribution (or, if earlier, the applicable Internal Reorganization Date) (each, an "ATMCo Individual Agreement") or (B) a member of the ATMCo Group and a NCR Group Employee or a Former NCR Group Employee, as in effect immediately prior to the Distribution (or, if earlier, the applicable Internal Reorganization Date) (each, a "NCR Individual Agreement").

"Internal Reorganization Date" means, with respect to the applicable jurisdiction, the date (prior to the Distribution) of the Transfers of Assets and the acceptance and assumptions of Liabilities described in the Internal Reorganization Plan with respect to such jurisdiction.

"IRS" means the U.S. Internal Revenue Service.

"NCR" has the meaning set forth in the preamble to this Agreement.

"NCR 401(k) Plan" means the NCR Corporation Savings Plan.

"NCR 2021 Awards" means the performance-based restricted stock units issued in 2021 under the NCR Equity Incentive Plan, but not including the NCR Cardtronics Award.

"NCR 2022 Awards" means the performance-based restricted stock units issued in 2022 under the NCR Equity Incentive Plan, but not including the NCR LibertyX Awards.

"NCR 2023 Senior-Level Awards" means the performance-based restricted stock units issued in or with respect to 2023 under the NCR Equity Incentive Plan to employees above the level of vice president.

"NCR 2023 VP and Below Awards" means the performance-based restricted stock units issued in or with respect to 2023 under an NCR Equity Incentive Plan to employees at the level of vice president or below.

"NCR Awards" means the NCR Options, NCR Cardtronics Awards, NCR 2021 Awards, NCR 2022 Awards, NCR LibertyX Awards, NCR 2023 Senior-Level Awards and NCR 2023 VP and Below Awards, as applicable.

"NCR Benefit Plan" means any Benefit Plan established, sponsored, maintained or contributed to by NCR or any of its Subsidiaries immediately prior to the Distribution, excluding any ATMCo Benefit Plan.

"NCR Cardtronics Awards" means the performance-based restricted stock units issued in 2021 under the NCR Equity Incentive Plan to legacy employees of Cardtronics plc.

"NCR CHRC" means the Compensation and Human Resources Committee of the NCR Board.

"NCR Deferred Compensation Plan" means the NCR Corporation Deferred Compensation Plan, effective January 1, 2021.

"NCR Director Compensation Program" means the NCR Corporation Director Compensation Program, effective May 1, 2017.

"NCR Equity Incentive Plan" means, collectively (i) the NCR Corporation 2017 Stock Incentive Plan, as amended, (ii) the NCR Corporation 2013 Stock Incentive Plan, as amended, and (iii) the NCR Corporation 2011 Stock Incentive Plan.

"NCR ESPP" means the Amended and Restated NCR Corporation Employee Stock Purchase Plan, effective January 1, 2017.

"NCR Group Employee" means each individual who is employed by NCR or any of its Subsidiaries or Affiliates as of the date on which NCR determines to transfer the employment of applicable individuals to ATMCo and who is not an ATMCo Group Employee (in each case regardless of whether any such employee is actively at work or is not actively at work as a result of disability or illness, an approved leave of absence (including military leave with reemployment rights under federal Law and leave under the FMLA), vacation, personal day or similar short- or long-term absence).

"NCR LibertyX Awards" means the performance-based restricted stock units issued in 2022 under the NCR Equity Incentive Plan to legacy employees of LibertyX.

"NCR OPEB Plans" mean any health and welfare benefit plans sponsored, maintained or established by a member of the NCR Group that provide post-employment welfare benefits (i.e., retiree medical, dental, vision and/or life benefits, other than pursuant to COBRA) prior to the Distribution to any individuals who are ATMCo Group Employees or Former ATMCo Group Employees.

"NCR Options" means the options to acquire NCR Common Stock issued under the NCR Equity Incentive Plan (or otherwise).

"NCR Pension Plans" means, as applicable, the (i) NCR Corporation US Qualified Pension Plan, (ii) Belgian Defined Benefit Plan, (iii) NCR Corporation Japanese Pension Hybrid Plan, (iv) NCR (Switzerland) Pension Plan, (v) NCR Systems Taiwan Ltd. Employee Retirement and Resignation Plan, (vi) NCR Corporation Dundee Pension Plan, (vii) NCR Corporation Defined Benefit Plan (Philippines), (viii) NCR Österreich Ges.m.b.H. Neukonzeption der Versorgungszusage (Austria), (ix) Chilean Termination Indemnity Plan, (x) Colombian Defined Benefit Plan, (xi) NCR Pension Plan (Plan 3) (Germany), (xii) Italian Termination Indemnity Plan, (xiii) Korean Termination Indemnity Plan, (xiv) French statutory pension plan and (xv) Spanish statutory pension plan.

"NCR RSUs" means the time-based restricted stock units relating to shares of NCR Common Stock issued pursuant to the NCR Equity Incentive Plan (or otherwise) that are outstanding as of immediately prior to the Distribution, including (i) any deferred NCR RSUs (also referred to as "deferred shares" or "deferred RSUs") held by NCR non-employee directors in respect of deferred annual board retainers or deferred annual equity grants for board service and (ii) any NCR RSUs deferred pursuant to the terms of the NCR Deferred Compensation Plan held by Employees or Former Employees.

"NCR Welfare Plan" means any Welfare Plan established, sponsored, maintained or contributed to by NCR or any of its Subsidiaries immediately prior to the Distribution, but excluding any ATMCo Welfare Plan.

"Non-Consenting Employee" means any individual who has been selected by NCR to be an ATMCo Group Employee, who has the right under applicable Law or the applicable CBA to object to, opt out of, refuse to consent to, or otherwise fail to acquiesce to, and who has (a) validly objected to, opted out of, refused to consent to, or otherwise failed to acquiesce to, the automatic transfer of their employment to a member of the ATMCo Group by operation of applicable Law, in cases where such employee is subject to automatic transfer by operation of applicable Law, (b) validly refused to consent to, refused to accept the offer to, refused to execute a tripartite agreement or otherwise failed to acquiesce to, become an employee of a member of the ATMCo Group, or (c) validly objected to, opted out of, refused to consent to, or otherwise failed to acquiesce to, changes in his or her compensation or employee benefits by validly resigning or terminating his or her employment with, validly withdrawing his or her consent to employment with or validly rejecting his or her transfer to, a member of the ATMCo Group, in accordance with and to the extent permitted by applicable Law or the applicable CBA.

"PBGC" has the meaning set forth in Section 5.01(c) hereto.

"Personal Data" has the meaning for "personal data" or any similar or equivalent terms, (e.g., personal identifiable information, or personal information) set forth in the Data Protection Laws.

"Providing Party" has the meaning set forth in Section 2.02(b) hereto.

"Requesting Party" has the meaning set forth in Section 2.02(b) hereto.

"Transferred Account Balances" has the meaning set forth in Section 7.01(d) hereto.

"Transferred Director" has the meaning set forth in Section 4.06(a) hereto.

"U.S. Foreign National Employee" has the meaning set forth in Section 2.07 hereto.

"WARN Act" has the meaning set forth in Section 2.06 hereto.

"Welfare Plan" means any "welfare plan" (as defined in Section 3(1) of ERISA) or a "cafeteria plan" under Section 125 of the Code, and any benefits offered thereunder, and any other plan offering health benefits (including medical, prescription drug, dental, vision, mental health, substance abuse and retiree health), disability benefits, or life, accidental death and dismemberment, and business travel insurance, pre-tax premium conversion benefits, dependent care assistance programs, employee assistance programs, paid time-off programs, contribution funding toward a health savings account, flexible spending accounts or cashable credits.

Section 1.02 Plan Names. References to NCR in NCR Benefit Plans relating to actions taken prior to the date of this Agreement shall refer to NCR Corporation, as applicable.

ARTICLE II

GENERAL PRINCIPLES FOR ALLOCATION OF LIABILITIES

Section 2.01 General Principles.

(a) *Acceptance and Assumption of ATMCo Liabilities*. On or prior to the Distribution, ATMCo shall (and, in accordance with this terms of this Agreement, hereby does) accept, assume and agree to faithfully perform, discharge and fulfill all of the following Liabilities, and ATMCo and the applicable members of the ATMCo Group shall be responsible for such Liabilities in accordance with their respective terms (each of which shall be considered an ATMCo Liability), regardless of when or where such Liabilities arose or arise, or whether the facts on which they are based occurred prior to or subsequent to the Distribution, regardless of where or against whom such Liabilities are asserted or determined or whether asserted or determined prior to the date hereof, and regardless of whether arising from or alleged to arise from negligence (whether simple, contributory or gross), recklessness, violation of Law, fraud, misrepresentation or otherwise by any member of the NCR Group or the ATMCo Group, or any of their respective directors, officers, Employees, Former Employees, agents, Subsidiaries or Affiliates (in each case except to the extent satisfied prior to the Distribution):

(i) any and all wages, salaries, incentive compensation, equity compensation (subject to the provisions of Section 4.02 and Appendix A hereto), deferred compensation (subject to the provisions of Section 6.01 hereto), commissions, bonuses and any other employee compensation or benefits, payable to or on behalf of any ATMCo Group Employees and Former ATMCo Group Employees after the Distribution, without regard to when such wages, salaries, incentive compensation, equity compensation, commissions, bonuses or other employee compensation or benefits are or may have been awarded or earned;

(ii) any and all Liabilities whatsoever with respect to claims made by or with respect to any ATMCo Group Employees or Former ATMCo Group Employees (including all Liabilities related to any Non-Consenting Employee who, if he or she was not a Non-Consenting Employee, would be an ATMCo Group Employee), including (A) in connection with any Benefit Plan pursuant to this Agreement, the SDA or any Ancillary Agreement, (B) primarily relating to or primarily arising out of the ATMCo Business, (C) from or in respect of employment or service or termination of employment or service, or (D) as a result of any act or omission by NCR or its Subsidiaries or Affiliates;

(iii) any and all Liabilities to any individual, and any and all Liabilities whatsoever with respect to claims made by or with respect to any individual, in each case who is or was an independent contractor, temporary employee, consultant, freelancer, service provider, agency employee, leased employee, other non-payroll worker primarily connected to an ATMCo Business, or applicant for employment or engagement with the ATMCo Business; and

(iv) any and all Liabilities expressly assumed or retained by any member of the ATMCo Group pursuant to this Agreement.

(b) *Retention of NCR Liabilities.* On or prior to the Distribution, NCR shall (and, in accordance with this terms of this Agreement, hereby does) accept, retain or assume (as applicable) and agree to faithfully perform, discharge and fulfill all of the following Liabilities, and NCR and the applicable members of the NCR Group shall be responsible for such Liabilities in accordance with their respective terms (each of which shall be considered an NCR Liability), regardless of when or where such Liabilities arose or arise, or whether the facts on which they are based occurred prior to or subsequent to the Distribution, regardless of where or against whom such Liabilities are asserted or determined or whether asserted or determined prior to the date hereof, and regardless of whether arising from or alleged to arise from negligence (whether simple, contributory or gross), recklessness, violation of Law, fraud, misrepresentation or otherwise by any member of the NCR Group or the ATMCo Group, or any of their respective directors, officers, Employees, Former Employees, agents, Subsidiaries or Affiliates (in each case except to the extent satisfied prior to the Distribution):

(i) any and all wages, salaries, incentive compensation, equity compensation (subject to the provisions of Section 4.02 and Appendix A hereto), commissions, bonuses and any other employee compensation or benefits, payable to or on behalf of any NCR Group Employees and Former NCR Group Employees after the Distribution, without regard to when such wages, salaries, incentive compensation, equity compensation, commissions, bonuses or other employee compensation or benefits are or may have been awarded or earned;

(ii) any and all Liabilities whatsoever with respect to claims made by or with respect to any NCR Group Employees or Former NCR Group Employees including (A) in connection with any Benefit Plan not retained or assumed by any member of the ATMCo Group pursuant to this Agreement, (B) primarily relating to or primarily arising out of the NCR Business, (C) from or in respect of employment or service or termination of employment or service or (D) as a result of any act or omission by NCR or its Subsidiaries or Affiliates;

(iii) any and all Liabilities to any individual, and any and all Liabilities whatsoever with respect to claims made by or with respect to any individual in each case who is or was an independent contractor, temporary employee, consultant, freelancer, agency employee, leased employee, other non-payroll worker primarily connected to the NCR Business or applicant for employment or engagement with the NCR Business; and

(iv) any and all Liabilities expressly assumed or retained by any member of the NCR Group pursuant to this Agreement.

(c) *Unaddressed Liabilities.* To the extent that this Agreement does not address particular Liabilities under any Benefit Plan or otherwise and the Parties later determine that they should be allocated in connection with the Distribution, the Parties shall agree in good faith on the allocation, taking into account the handling of comparable Liabilities under this Agreement.

(d) *Reimbursement.* The Parties shall promptly reimburse one another, upon reasonable request of the Party requesting reimbursement and the presentation by such Party of such substantiating documentation as the other Party shall reasonably request, for the cost of any Liabilities satisfied or assumed by the Party requesting reimbursement or its Affiliates that are, or that have been made pursuant to this Agreement, the responsibility of the other Party or any of its Affiliates.

Section 2.02 Service Credit.

(a) *No Break in Service; Service Credit.* The parties acknowledge that the Distribution is not intended to trigger any break in service for the purpose of any Benefit Plan. The ATMCo Benefit Plans shall, and ATMCo shall cause each member of the ATMCo Group to, recognize each ATMCo Group Employee's and each Former ATMCo Group Employee's full period of service with NCR or any of its Subsidiaries or predecessor entities at or before the Distribution, to the same extent that such service was credited by NCR for similar purposes prior to the Distribution as if such service had been performed for a member of the ATMCo Group, for purposes of eligibility, participation, vesting and determination of the level of benefits under any such ATMCo Benefit Plan.

(b) *Evidence of Prior Service*. Notwithstanding anything in this Agreement to the contrary, but subject to applicable Law, upon reasonable request by either Party (the "Requesting Party"), the other Party (the "Providing Party") will provide to the Requesting Party copies of any records available to the Providing Party to document the service, plan participation and membership of employees of the Providing Party who are then Employees of the Requesting Party and will cooperate with the Requesting Party to resolve any discrepancies or obtain any missing data for purposes of determining benefit eligibility, participation, vesting and determination of the level of benefits with respect to such Employees.

Section 2.03 Benefit and Compensation Plans Generally.

(a) *Establishment of Plans*. Prior to the Distribution (and without limitation of the other provisions of this Agreement), ATMCo shall, or shall cause an applicable member of the ATMCo Group to, adopt Benefit Plans (and related trusts, if applicable), providing employee benefits and compensation opportunities (not including equity incentive compensation or other long-term incentive compensation) that are comparable (or such other standard as is specified in this Agreement with respect to any particular Benefit Plan) to those of the corresponding NCR Benefit Plans, with the exception of (i) the ATMCo Health Plans, which, subject to Article VIII hereto, shall be established effective January 1, 2024, (ii) the ATMCo 401(k) Plan, which shall be established effective January 1, 2024, (iii) the ATMCo ESPP, which shall be adopted prior to the Distribution and become effective as of January 1, 2024, and (iv) the NCR Pension Plans, the treatment of which is specified in Section 5.01 hereto. To the extent permitted under applicable Law, ATMCo may limit participation in any such ATMCo Benefit Plan to ATMCo Group Employees and Former ATMCo Group Employees who participated in the corresponding NCR Benefit Plan immediately prior to the Distribution. ATMCo shall, or shall cause an applicable member of the ATMCo Group to, adopt such other Benefit Plans as specified in this Agreement.

(b) *Information and Operation*. NCR shall promptly provide ATMCo with information describing each NCR Benefit Plan election made by an ATMCo Group Employee or Former ATMCo Group Employee that may have application to ATMCo Benefit Plans on or after the Distribution, and ATMCo shall use its commercially reasonable efforts to administer the ATMCo Benefit Plans applying those elections. Each Party shall, upon reasonable request and subject to applicable Law, provide the other Party and the other Party's respective Affiliates, agents, and vendors all information reasonably necessary to the other Party's operation or administration of its Benefit Plans.

(c) *Post-Closing Standard of Compensation and Benefits.* Except as otherwise provided herein, during the General Continuation Period, ATMCo shall provide to each ATMCo Group Employee regular cash compensation (i.e., salary or wages and short term bonus opportunities), employee benefits under ATMCo Benefit Plans (other than deferred compensation plan benefits), and terms and conditions of employment that, in the aggregate, are substantially similar to the regular cash compensation, employee benefits (other than deferred compensation plan benefits) and terms and conditions of employment provided to such employees immediately prior to the Distribution. Notwithstanding the foregoing, during the General Continuation Period, ATMCo may make such changes, modifications or amendments to the applicable ATMCo Benefit Plan as may be required by applicable Law or as are necessary and appropriate to reflect the Separation.

(d) *No Duplication or Acceleration of Benefits.* Notwithstanding anything to the contrary in this Agreement, the SDA or any Ancillary Agreement, no participant in any ATMCo Benefit Plan shall receive service credit or benefits to the extent that receipt of such service credit or benefits would result in duplication of benefits provided to such participant by the corresponding NCR Benefit Plan or any other plan, program or arrangement sponsored or maintained by a member of the NCR Group. Furthermore, unless expressly provided for in this Agreement, the SDA or in any Ancillary Agreement or required by applicable Law, no provision in this Agreement shall be construed to create any right to accelerate vesting or entitlements under any compensation or Benefit Plan, program or arrangement sponsored or maintained by a member of the NCR Group or member of the ATMCo Group on the part of any Employee or Former Employee as a result of a termination of service, change in control or similar event.

(e) *No Expansion of Participation.* Unless otherwise expressly provided in this Agreement, as otherwise determined or agreed to by the Parties, as required by applicable Law, or as explicitly set forth in an ATMCo Benefit Plan, ATMCo shall only be required to provide that an ATMCo Group Employee or Former ATMCo Group Employee is entitled to participate in the ATMCo Benefit Plans on or after the Distribution only to the extent that such ATMCo Group Employee or Former ATMCo Group Employee was entitled to participate in the corresponding NCR Benefit Plan as in effect immediately prior to the Distribution (or the expiration of the transitional period under the Transition Services Agreement), it being understood that this Agreement does not expand (i) the number of ATMCo Group Employees or Former ATMCo Group Employees entitled to participate in any ATMCo Benefit Plan or (ii) the participation rights of ATMCo Group Employees or Former ATMCo Group Employees in any ATMCo Benefit Plans beyond the rights of such ATMCo Group Employees or Former ATMCo Group Employees under the corresponding NCR Benefit Plans, in each case, immediately prior to the Distribution (or the expiration of the transitional period under the Transition Services Agreement).

(f) *Transition Services*. The Parties acknowledge that the NCR Group or the ATMCo Group may provide administrative services for certain of the other Party's compensation and benefit programs, or participation by the Party's employees in the other Party's compensation and benefit programs, for a transitional period under the terms of the Transition Services Agreement. The Parties agree to use reasonable efforts to enter into a business associate agreement (if required by HIPAA or other applicable health information privacy Laws) in connection with such Transition Services Agreement

(g) *Beneficiaries*. References to NCR Group Employees, Former NCR Group Employees, ATMCo Group Employees, Former ATMCo Group Employees, and non-employee directors of either NCR or ATMCo (including Transferred Directors), shall be deemed to refer to their beneficiaries, dependents, survivors and alternate payees, as applicable.

Section 2.04 Individual Agreements.

(a) *Assignment by NCR.* NCR hereby assigns, or shall cause an applicable member of the NCR Group to assign, to ATMCo or another member of the ATMCo Group, as designated by ATMCo, all ATMCo Individual Agreements, with such assignment to be effective as of the Distribution (or, if earlier, the applicable Internal Reorganization Date); provided, however, that to the extent that assignment of any such ATMCo Individual Agreement is not permitted by the terms of such agreement or by applicable Law then the Parties shall use commercially reasonable efforts to obtain consent for such assignment and, if not obtained, effective as of the Distribution (or, if earlier, the applicable Internal Reorganization Date), an appropriate member of the ATMCo Group shall be considered to be a successor to the applicable member of the NCR Group for purposes of, and a third-party beneficiary with respect to, such ATMCo Individual Agreement, such that each member of the ATMCo Group shall enjoy all of the rights and benefits under such agreement (including rights and benefits as a third-party beneficiary), with respect to the ATMCo Group, subject to applicable Law.

(b) *Assumption by ATMCo.* Effective as of the Distribution (or, if earlier, the applicable Internal Reorganization Date), ATMCo hereby assumes and shall honor, or will cause a member of the ATMCo Group to assume and honor, any ATMCo Individual Agreement which is assigned pursuant to Section 2.04(a) hereto.

(c) *Assignment by ATMCo.* ATMCo hereby assigns, or shall cause an applicable member of the ATMCo Group to assign, to NCR or another member of the NCR Group, as designated by NCR, all NCR Individual Agreements, with such assignment to be effective as of the Distribution (or, if earlier, the applicable Internal Reorganization Date); provided, however, that to the extent that assignment of any such NCR Individual Agreement is not permitted by the terms of such agreement or by applicable Law then the Parties shall use commercially reasonable efforts to obtain consent for such assignment and, if not obtained, effective as of the Distribution (or, if earlier, the applicable Internal Reorganization Date), an appropriate member of the NCR Group shall be considered to be a successor to the applicable member of the ATMCo Group for purposes of, and a third-party beneficiary with respect to, such NCR Individual Agreement, such that each member of the NCR Group shall enjoy all of the rights and benefits under such agreement (including rights and benefits as a third-party beneficiary), with respect to the NCR Group, subject to applicable Law.

(d) *Assumption by NCR.* Effective as of the Distribution (or, if earlier, the applicable Internal Reorganization Date), NCR hereby assumes and shall honor, or will cause a member of the NCR Group to assume and honor, any NCR Individual Agreement which is assigned pursuant to Section 2.04(c) hereto.

Section 2.05 Collective Bargaining.

(a) *Assumption of CBAs.* Effective no later than immediately prior to the Distribution, to the extent that the appropriate member of the ATMCo Group is not already a party to such collective bargaining agreement, ATMCo shall cause the appropriate member of the ATMCo Group to (i) assume, in accordance with their terms, all collective bargaining agreements (including any national, sector or local collective bargaining agreement) that cover

ATMCo Group Employees or Former ATMCo Group Employees (each, a "CBA"), including those bargaining agreements listed on Schedule 2.05 hereto, and the Liabilities arising under any such CBAs (whether arising before, on or after the Distribution Date); provided, however, in the event any such CBA also covers NCR Group Employees who are not ATMCo Group Employees, ATMCo or the appropriate member of the ATMCo Group shall assume such CBA only with respect to the ATMCo Group Employees, (ii) with respect to any represented ATMCo Group Employees working under an expired CBA, continue existing terms and conditions of employment and continue to negotiate with the applicable Employee Representative Body for a new CBA, and (iii) join any industrial, employer or similar association or federation if membership is required for the relevant collective bargaining agreement to continue to apply. To the extent that any NCR Group Employee participated in an ATMCo Group CBA immediately prior to the Distribution (or, if earlier, the applicable Internal Reorganization Date), if required by applicable Law (and solely to the extent required by applicable Law), the applicable member of the NCR Group shall, effective no later than immediately prior to the Distribution, assume such CBA only with respect to such covered NCR Group Employee.

(b) *Notice; Consultation*. To the extent required by Law or the applicable CBA, the Parties shall cooperate to provide notice, engage in consultation, and to take any other actions that may be required on the part of one Party or the other in connection with information or consultation obligations, transactions contemplated by this Agreement and any consequences of the transactions contemplated by this Agreement, the transfer of any employees, the assignment, assumption or continuation of any CBA or any other employment related matters, including by providing all documents and information necessary. NCR shall control all communications with ATMCo Group Employees and any Employee Representative Body through the Distribution Date (or, to the extent necessary to complete the transactions specified herein, after the Distribution Date).

Section 2.06 Employment Loss or Layoff. For a period of ninety (90) days after the Distribution Date, ATMCo shall not, and shall cause its Affiliates not to, engage in any conduct that would result in an employment loss or layoff for a sufficient number of employees of ATMCo or its Affiliates which, if aggregated with any such conduct on the part of NCR or its Affiliates prior to the Distribution Date, would trigger the Worker Adjustment and Retraining Notification Act of 1988 or any similar applicable foreign, state or local law requiring notice to employees in the event of a closing or layoff (the "WARN Act"). For a period of ninety (90) days after the Distribution Date, before ATMCo or its Affiliates terminate the employment of any employee(s) (for any reason other than for cause), ATMCo shall provide NCR with at least fourteen (14) days of advance written notice of the name, site of employment, and planned termination date for any employee(s) who ATMCo or its Affiliates intend to terminate within such ninety (90)-day period and, to the extent that NCR determines in its reasonable discretion that such employee termination(s) may trigger the WARN Act if aggregated with any such conduct by NCR or its Affiliates prior to the Distribution Date, NCR shall have the right to request that ATMCo and/or its Affiliates delay any such planned employee termination(s) until such date as NCR determines in its reasonable discretion that the WARN Act will not be triggered (and ATMCo and its Affiliates hereby agree to such delay as NCR may request). If ATMCo, or any Affiliate of ATMCo, breaches this Section 2.06, ATMCo shall, or shall cause an Affiliate of ATMCo to, reimburse and otherwise fully indemnify NCR or its applicable direct or indirect Subsidiary, for all Liabilities that NCR or any of its direct and indirect Subsidiaries incurs under the WARN Act (for the avoidance of doubt, including any such Liabilities to Non-Consenting Employees or other current or former employees who are not ATMCo Group Employees).

Section 2.07 Immigration Compliance. From and after the Distribution Date, ATMCo shall, or shall cause its applicable Affiliates to, use best efforts to process and support visa, green card or similar applications with respect to ATMCo Group Employees who are foreign nationals working in the United States in non-immigrant visa status who require a visa in order to work for ATMCo in their current position following the Distribution Date (the "U.S. Foreign National Employees") and for whom there are pending or approved I-140 immigrant petitions as of the Distribution Date. ATMCo and its Affiliates, as applicable, shall employ the U.S. Foreign National Employees under terms and conditions such that ATMCo and its Affiliates, as applicable, qualify as a "successor employer" under applicable United States immigration laws effective as of the Distribution Date. As of the Distribution Date, ATMCo and its Affiliates agree to assume all immigration-related liabilities and responsibilities with respect to such U.S. Foreign National Employees.

ARTICLE III

ASSIGNMENT OF EMPLOYEES

Section 3.01 Active Employees.

(a) *Assignment and Transfer of Employees.* Effective no later than immediately prior to the Distribution and except as otherwise agreed by the Parties, (i) the applicable member of the NCR Group shall take such actions as are necessary to ensure that each ATMCo Group Employee is employed by a member of the ATMCo Group as of immediately prior to the Distribution, and (ii) the applicable member of the NCR Group shall have taken such actions as are necessary to ensure that each NCR Group Employee is employed by a member of the NCR Group as of immediately after the Distribution, subject in each case to the Internal Reorganization Plan. Each of the Parties agrees to execute, and to use reasonable efforts to have the applicable Employees execute, such documentation, if any, as may be necessary to reflect such assignment and/or transfer.

(b) *At-Will Status.* Nothing in this Agreement shall create any obligation on the part of any member of the NCR Group or any member of the ATMCo Group to (i) continue the employment of any Employee or permit the return from a leave of absence for any period after the date of this Agreement, except as required by applicable Law, or (ii) change the employment status of any Employee from "at-will," to the extent that such Employee is an "at-will" employee under applicable Law.

(c) *No Severance.* The Parties acknowledge and agree that the Distribution and the assignment, transfer or continuation of the employment of Employees as contemplated by this Section 3.01 shall not be deemed an involuntary termination of employment entitling any ATMCo Group Employee or NCR Group Employee to severance payments or benefits.

(d) *Not a Change of Control/Change in Control*. The Parties acknowledge and agree that neither the consummation of the Distribution nor any transaction contemplated by this Agreement, the SDA or any other Ancillary Agreement shall be deemed a "change of control," "change in control," or term of similar import for purposes of any Benefit Plan sponsored or maintained by any member of the NCR Group or member of the ATMCo Group or for purposes of any NCR Individual Agreement or ATM Individual Agreement (except as expressly provided in such Individual Agreement).

(e) *U.S. Payroll and Related Taxes.* With respect to any ATMCo Group Employee or Former ATMCo Group Employee, the Parties shall, or shall cause their respective Subsidiaries to, (i) treat ATMCo (or the applicable member of the ATMCo Group) as a "successor employer" and NCR (or the applicable member of the NCR Group) as a "predecessor," within the meaning of Sections 3121(a)(1) and 3306(b)(1) of the Code, for purposes of taxes imposed under the United States Federal Insurance Contributions Act, as amended ("FICA"), and the United States Federal Unemployment Tax Act, as amended ("FUTA"), (ii) cooperate with each other to avoid, to the extent possible, the restart of FICA and FUTA upon or following the Distribution with respect to each such ATMCo Group Employee or Former ATMCo Group Employee for the tax year during which the Distribution occurs, and (iii) use commercially reasonably efforts to implement the alternate procedure described in Section 5 of Revenue Procedure 2004-53; provided, however, that, if and to the extent that ATMCo (or the applicable member of the ATMCo Group) cannot be treated as a "successor employer" to NCR (or the applicable member of the NCR Group) within the meaning of Sections 3121(a)(1) and 3306(b)(1) of the Code with respect to any ATMCo Group Employee or Former ATMCo Group Employee, (x) with respect to the portion of the tax year ending on the Distribution Date, NCR will (A) be responsible for all payroll obligations, tax withholding and reporting obligations for such ATMCo Group Employees and Former ATMCo Group Employees and (B) furnish a Form W-2 or similar earnings statement to all such ATMCo Group Employees and Former ATMCo Group Employees for such period, and (y) with respect to the remaining portion of such tax year, ATMCo will (A) be responsible for all payroll obligations, tax withholding and reporting obligations regarding such ATMCo Group Employees and Former ATMCo Group Employees and (B) furnish a Form W-2 or similar earnings statement to all such ATMCo Group Employees and Former ATMCo Group Employees.

(f) *Non-U.S. Employees*(g) . All actions taken with respect to non-U.S. Employees or U.S. Employees working in non-U.S. jurisdictions shall be subject to and accomplished in accordance with applicable Law in the applicable jurisdictions and the terms and conditions hereof shall be deemed modified to the extent required for compliance with such applicable Law.

Section 3.02 ATMCo Disability Employees. Notwithstanding anything in this Agreement to the contrary, NCR shall, or shall cause an NCR Group member to, employ or retain the employment of each ATMCo Disability Employee as of and following the Distribution (or, if earlier, as of and following the applicable Internal Reorganization Date) and until such ATMCo Disability Employee returns to active work or ceases to have a right to reemployment. ATMCo shall, or cause an ATMCo Group member to, offer (upon terms and conditions of employment which comply with the standards set forth in this Agreement for ATMCo Group Employees generally) employment to each ATMCo Disability Employee when such ATMCo

Disability Employee returns to work within the latest of (i) the time period prescribed under applicable Law and (ii) the applicable leave policy governing such employee at the time the disability commenced, and shall hire each ATMCo Disability Employee who accepts such offer of employment. ATMCo or an ATMCo Group member, as the case may be, shall indemnify each NCR Group member against any Liability with respect to a failure by ATMCo or an ATMCo Group member to (i) offer to hire such ATMCo Disability Employee or (ii) hire such ATMCo Disability Employee who accepts an offer of employment by ATMCo or an ATMCo Group member and arrives to work for a member of the NCR Group in accordance with this Section 3.02. Following commencement of employment with an ATMCo Group member of any ATMCo Disability Employee, the Parties shall use commercially reasonable efforts to duplicate the provisions of this Agreement with respect to such employee. Periodically following the Distribution, NCR shall calculate the out of pocket cost of the compensation, benefits and other employment-related costs actually incurred by NCR Group members in employing such ATMCo Disability Employees following the Distribution (including out of pocket costs associated with terminating the employment of any such ATMCo Disability Employee) and shall provide ATMCo with notice and reasonable documentation of such amount. Promptly following ATMCo's receipt of such notice, ATMCo shall reimburse such amount to NCR.

Section 3.03 Global No-Hire and Non-Solicitation. To support business continuity and prevent disruption during the transition period, each Party agrees that, except as mutually agreed between the Parties in advance and in writing, for a period of twelve (12) months from the Distribution Date, such Party shall not hire or solicit for employment, or solicit and enter into in any contractual arrangement for consulting or other professional services, excluding any contractual arrangements for the provisions of services pursuant to the Transition Services Agreement, (i) any individual at the customer engineer level, field technician level or above (regardless of Job Grade) who (A) is a NCR Group Employee as of the date of this Agreement, in the case of ATMCo, or an ATMCo Group Employee as of the date of this Agreement, in the case of NCR or (B) is a Former NCR Group Employee whose termination with NCR and its Subsidiaries occurred on or after April 1, 2023, in the case of ATMCo, or a Former ATMCo Group Employee whose termination with NCR and its Subsidiaries occurred on or after April 1, 2023, in the case of NCR, and (ii) any individual who (A) is a NCR Group Employee with Job Grade 12 or above as of the date of this Agreement, in the case of ATMCo, or an ATMCo Group Employee with Job Grade 12 or above as of the date of this Agreement, in the case of NCR or (B) is a Former NCR Group Employee with Job Grade 12 or above whose termination with NCR and its Subsidiaries occurred on or after April 1, 2023, in the case of ATMCo, or a Former ATMCo Group Employee with Job Grade 12 or above whose termination with NCR and its Subsidiaries occurred on or after April 1, 2023, in the case of NCR; provided, however, that, without limiting the generality of the foregoing prohibition, this Section 3.03 shall not prohibit (x) soliciting for employment and hiring pursuant to generalized solicitations that are not directed to specific Persons or Employees of the other Party, or (y) the solicitation and hiring of a Person whose employment was involuntarily terminated by the other Party. For the avoidance of doubt, the restrictions under this Section 3.03 shall not apply to Former Employees whose termination with NCR and its Subsidiaries occurred prior to April 1, 2023.

ARTICLE IV

EQUITY, ANNUAL INCENTIVE, AND DIRECTOR COMPENSATION

Section 4.01 Generally. Each NCR Award that is outstanding as of immediately prior to the Distribution shall be adjusted in in the manner set forth in Appendix A hereto and shall be subject to the other provisions set forth in this Article IV. All of the adjustments described in Appendix A hereto shall be effected in accordance with Sections 424 and 409A of the Code, to the extent applicable.

Section 4.02 Equity Incentive Awards.

(a) *Miscellaneous Award Terms*. None of the Separation, the Distribution, the transfer of a Transferred Director or any employment transfer described in Section 3.01(a) hereto shall constitute a termination of employment or separation from service for purposes of any NCR Award. After the Distribution, for each award adjusted or converted under Appendix A hereto, any reference to a "change in control," "change of control" or similar definition in an award agreement, Individual Agreement or NCR Equity Incentive Plan applicable to such award (A) with respect to adjusted NCR Awards, shall be deemed to refer to a "change in control" as set forth in the applicable award agreement, employment agreement or NCR Equity Incentive Plan, and (B) with respect to the Converted ATMCo Awards, shall be deemed to refer to a "Change in Control" as set forth in the ATMCo Equity Incentive Plan.

(b) *Registration*. ATMCo shall cause a registration statement on Form S-8 (or other appropriate form) to be filed with respect to such issued or issuable shares relating to the Converted ATMCo Awards prior to, on or as soon as practicable following the Distribution and shall cause such registration to remain in effect for so long as there may be an obligation to deliver shares of ATMCo Common Stock resulting from the application of the provisions of this Article IV. NCR shall use commercially reasonable efforts to assist ATMCo in completing such registration.

(c) *Delivery of Shares; Tax Withholding and Remittance; Tax Reporting*.

(i) On and after the Distribution, NCR shall have sole responsibility for the delivery of shares of NCR Common Stock in connection with the settlement or exercise of any adjusted NCR Awards and shall do so without compensation from any ATMCo group member, and ATMCo shall have sole responsibility for the delivery of shares of ATMCo Common Stock in connection with the settlement or exercise of any Converted ATMCo Awards and shall do so without compensation from any NCR Group member.

(ii) On and after the Distribution, upon the settlement or exercise, as applicable, of adjusted NCR Awards, NCR shall be solely responsible for (A) ensuring the satisfaction of all applicable Tax withholding requirements (including the employer portion of FICA and FUTA) on behalf of each NCR Group Employee or Former NCR Group Employee holding such adjusted NCR Awards, and (B) for ensuring

the collection and remittance of applicable employee withholding Taxes (via net share settlement of such adjusted NCR Awards) to the ATMCo Group with respect to the settlement or exercise of any adjusted NCR Awards held by each ATMCo Group Employee or Former ATMCo Group Employee (with the ATMCo Group being solely responsible for the actual remittance of the applicable employee Taxes (following receipt of such amounts from NCR) and the payment and remittance of the applicable employer Taxes relating to ATMCo Group Employees and Former ATMCo Group Employees to the applicable Governmental Authority).

(iii) On and after the Distribution, upon the settlement or exercise, as applicable, of Converted ATMCo Awards, ATMCo shall be solely responsible for (A) ensuring the satisfaction of all applicable Tax withholding requirements (including the employer portion of FICA and FUTA) on behalf of each ATMCo Group Employee or Former ATMCo Group Employee holdings such Converted ATMCo Awards, and (B) for ensuring the collection and remittance of applicable employee withholding Taxes (via net share settlement of such Converted ATMCo Awards) to the NCR Group with respect to the settlement or exercise of any Converted ATMCo Awards held each NCR Group Employee or Former NCR Group Employee (with the NCR Group being solely responsible for the actual remittance of the applicable employee Taxes (following receipt of such amounts from ATMCo) and payment and remittance of the applicable employer Taxes relating to NCR Group Employees and Former NCR Group Employees to the applicable Governmental Authority).

(iv) Following the Distribution, NCR shall be responsible for all tax reporting obligations in respect of adjusted NCR Awards and Converted ATMCo Awards held by NCR Group Employees, Former NCR Group Employees and members of the NCR Board (other than Transferred Directors), and ATMCo shall be responsible for all tax reporting obligations in respect of adjusted NCR Awards and Converted ATMCo Awards held by ATMCo Group Employees, Former ATMCo Group Employees and Transferred Directors.

(d) *Administration*. Each of NCR and ATMCo shall establish an appropriate administration system in order to handle delivery of shares for each award adjusted or converted under Appendix A in an orderly manner and provide reasonable levels of service for equity award holders. Each of NCR and ATMCo shall cooperate to (i) unify and consolidate all indicative data and payroll and employment information on regular timetables and to provide that each applicable Person's data and records in respect of equity awards are correct and updated on a timely basis and (ii) establish a procedure whereby the other Party shall be promptly informed of the obligation to deliver shares to an ATMCo Group Employee or Former ATMCo Group Employee or a NCR Group Employee or Former NCR Group Employee, as the case may be. The foregoing shall include, without limitation, employment status and information required to determine the vesting and forfeiture of awards and Tax withholding/remittance requirements.

(e) *No Effect on Subsequent Awards*. The provisions of this Article IV shall have no effect on the terms and conditions of equity and equity-based awards granted following the Distribution by NCR or ATMCo.

Section 4.03 Establishment ATMCo Equity Plans. Prior to the Distribution, NCR shall cause ATMCo to adopt the ATMCo Equity Incentive Plan with such terms as are necessary to permit the implementation of Section 4.02 hereto and such other terms as are substantially identical to those of the NCR Corporation 2017 Stock Incentive Plan as in effect on the date hereof. Prior to the Distribution, NCR shall also cause ATMCo to adopt the ATMCo ESPP with such terms as are substantially identical (except with respect to the additional ability under the ATMCo ESPP to make non-qualified offerings outside of the United States) to those of the NCR ESPP as in effect on the date hereof. NCR agrees to facilitate the adoption and approval of the ATMCo Equity Incentive Plan and the ATMCo ESPP in compliance with any applicable requirements of Law and the NYSE.

Section 4.04 NCR ESPP. NCR shall take all actions necessary pursuant to the terms of the NCR ESPP to provide that the purchase period in effect for the second half of calendar year 2023 shall end on September 30, 2023, and each purchase right issued pursuant to the NCR ESPP under such purchase period shall be fully exercised as of September 30, 2023, provided that settlement may occur after such date. Following the purchases described in the preceding sentence, NCR shall cause the next purchase period under the NCR ESPP to commence on the first day of the first calendar quarter following the Distribution Date. ATMCo Group Employees shall not be eligible to participate in any such subsequent purchase period under the NCR ESPP that occurs following the Distribution Date, provided that such ATMCo Group Employees shall be eligible to participate in the ATMCo ESPP following the Distribution Date in accordance with its terms.

Section 4.05 Annual Incentive Plans. NCR, or a member of the NCR Group, shall be solely responsible for the payment of all annual incentive bonus amounts to each bonus-eligible NCR Group Employee for the calendar year including the Distribution Date, and ATMCo, or a member of the ATMCo Group, shall be solely responsible for the payment of all annual incentive bonus amounts to each bonus-eligible ATMCo Group Employee for the calendar year including the Distribution Date. The amounts payable for the calendar year in which the Distribution occurs shall be determined based on actual performance under the terms of the NCR annual incentive plan through the end of the calendar quarter immediately preceding the Distribution Date (as determined by the NCR CHRC), without pro-ration. Such amounts shall be paid on the regularly scheduled payment date (consistent with NCR's past practice) early in the calendar year following the year in which the Distribution occurs, subject to the Employee's continued employment or service with NCR, or a member of the NCR Group, or ATMCo, or a member of the ATMCo Group, as applicable, through the earlier to occur of (i) the payment date of such annual incentive amount or (ii) the date, following the Distribution Date but prior to the payment date of such annual incentive amount, of the Employee's involuntary termination of employment (other than for cause), normal retirement, death or disability (in each case as determined by the applicable employer following the Distribution Date), in which case such amount be paid on the regularly scheduled payment date (consistent with NCR's past practice) early in the calendar year following the year in which the Distribution occurs, unless otherwise agreed to in an individual separation agreement.

Section 4.06 Director Compensation Program.

(a) *Establishment of ATMCo Directors Compensation Program*. Prior to the Distribution or as soon as practicable following the Distribution, ATMCo shall establish a non-employee director compensation program for its non-employee directors, including those non-employee directors of ATMCo who served on the NCR Board immediately prior to the Distribution but who will no longer serve on the NCR Board following the Distribution (each, a "Transferred Director").

(b) *Allocation of Liability.* With respect to Transferred Directors, NCR shall be responsible for the payment of any expenses or fees for service on the NCR Board that are earned or incurred at or before the Distribution with respect to service on the NCR Board, and ATMCo shall not have any responsibility for any such payments, except as otherwise provided in Section 4.02 or Article VI hereto. With respect to any ATMCo non-employee director (including any Transferred Director), ATMCo shall be responsible for the payment of any expenses or fees for service on the ATMCo Board that are earned or accrued at any time after the Distribution with respect to service on the ATMCo Board, and NCR shall not have any responsibility for any such payments except as otherwise provided in Section 4.02 hereto or Article VI hereto.

ARTICLE V

U.S. QUALIFIED RETIREMENT PLANS

Section 5.01 NCR Defined Benefit Pension Plan.

(a) *Assumption by ATMCo of the U.S. Defined Benefit Pension Plan.* Effective as of no later than September 6, 2023, a member of the ATMCo Group shall assume sponsorship of the NCR Corporation US Qualified Pension Plan and retain sponsorship of such plan thereafter, and NCR will cease to be a sponsoring employer of the NCR Corporation US Qualified Pension Plan. Prior to such date, NCR shall determine, in its sole discretion, the terms of any amendments and any other actions or procedures by which such assumption shall be implemented (including, without limitation, any amendments to the plan documents, appointment of a new trustee, any amendments to the applicable investment adviser and other administrative services contracts, any additional funding contributions to be made in connection with such assumption and the timing of any such contribution, and the establishment by the applicable member of the ATMCo Group of a fiduciary committee to oversee administration of the NCR Corporation US Qualified Pension Plan), and the Parties shall execute such additional documents as may be required to implement such assumption of sponsorship.

(b) *Early Retirement Subsidy Amendment*. Without limiting the generality of the foregoing, the Parties agree that, except where prohibited by Law, the NCR Corporation US Qualified Pension Plan shall be amended effective as of no later than September 6, 2023 to provide that in determining whether a NCR Group Employee was terminated from employment by the applicable employer before or after attaining age fifty-five (55) for purposes of applying the early retirement subsidy set forth in the NCR Corporation US Qualified Pension Plan, such NCR Group Employee shall not be deemed to have terminated from the applicable employer until such Employee is terminated from NCR or a member of the NCR Group.

(c) *Initial Contribution.* As soon as practicable following the Distribution (but in any event no later than sixty (60) days following the Distribution), ATMCo shall make a funding contribution to the NCR Corporation US Qualified Pension Plan of no less than $136,300,000.

(d) *Allocation of Costs*. As of the Distribution Date, ATMCo will be the only sponsor maintaining the NCR Corporation US Qualified Pension Plan and, together with members of its controlled group (if any), will be solely responsible for administering the NCR Corporation US Qualified Pension Plan and making all funding contributions and paying all U.S. Pension Benefit Guaranty Corporation ("PBGC") premiums with respect to the NCR Corporation US Qualified Pension Plan. To the extent that ATMCo's minimum required funding contribution determined under Section 430 of the Code (or a successor provision) with respect to the NCR Corporation US Qualified Pension Plan for a plan year, adjusted for the assumptions described herein (the "Adjusted Required Minimum Contribution") exceeds forty million dollars ($40,000,000), NCR will pay ATMCo an amount equal to fifty percent (50%) of the amount by which the Adjusted Required Minimum Contribution for such plan year exceeds forty million dollars ($40,000,000).

(i) The Adjusted Required Minimum Contribution will be calculated using the following assumptions, which shall be deemed to apply without regard to any act or practice by ATMCo or any NCR Corporation US Qualified Pension Plan administrator or fiduciary, except as otherwise provided herein. In calculating the Adjusted Required Minimum Contribution, it shall be assumed that ATMCo makes a funding contribution to the NCR Corporation US Qualified Pension Plan for each plan year beginning with the plan year ending December 31, 2024 equal to the greater of forty million dollars ($40,000,000) or the minimum funding contribution required for such plan year under Section 430 of the Code, that the NCR Corporation US Qualified Pension Plan's prefunding balance is created and utilized each plan year to the maximum extent permitted by Section 430 of the Code and other applicable law; no NCR Corporation US Qualified Pension Plan amendments or administrative changes are adopted or made after September 6, 2023, that increase or could potentially increase the minimum funding contribution required by Section 430 of the Code for any plan year except to the extent such amendments or changes are required to be made or adopted by Law; and the Hedge Ratio (as such term is defined in the NCR Corporation US Qualified Pension Plan's Investment Policy statement in effect as of September 6, 2023) is not less than 45%, which is the Hedge Ratio as of September 6, 2023. If the actual Hedge Ratio falls below 45%, the Adjusted Required Minimum Contribution will be calculated using an assumed investment portfolio for which the Hedge Ratio is not less than 45%.

(ii) If a material portion of NCR Corporation US Qualified Pension Plan liabilities are settled by the purchase of one or more an annuity contracts, the Adjusted Required Minimum Contribution will be amended following such settlement pursuant to the Parties' mutual agreement by proportionately adjusting NCR Corporation US Qualified Pension Plan assets and liabilities.

(iii) NCR shall have the right to obtain on request all NCR Corporation US Qualified Pension Plan documents and statements that in NCR's reasonable judgment are necessary or helpful in calculating the Adjusted Required Minimum contribution, including but not limited to, all NCR Corporation US Qualified Pension Plan amendments and restatements, benefit distribution statements, investment analyses, investment policy statements, trust account statements, and any actuarial reports and funding projections prepared for ATMCo or the NCR Corporation US Qualified Pension Plan's administrators or fiduciaries.

(iv) Unless otherwise agreed between the Parties, NCR shall pay ATMCo for any amounts payable by NCR pursuant to this Section 5.01(d) no later than twenty (20) Business Days (or such later time as mutually agreed by the Parties) prior to the due date of the required minimum contribution under Law (which is currently the date that is 8 ½ months after the end of the plan year), provided that ATMCo delivers to NCR not later than ninety (90) days prior to such due date an invoice for the amount due, accompanied by an actuarial valuation report reasonably detailing the calculation of the required minimum contribution under Code section 430 and the Adjusted Required Minimum Contribution for the plan year.

(v) In the event that ATMCo is no longer an employer maintaining the NCR Corporation US Qualified Pension Plan, or in the event of a change of control of ATMCo (as defined below), NCR shall have no further obligation to ATMCo or any successor under this paragraph. For purposes of this paragraph, a "change of control of ATMCo" will be deemed to have occurred if (A) any person (as such term is defined in Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "1934 Act")) acquires beneficial ownership (within the meaning of Rule 13d-3 promulgated under the 1934 Act) of more than 50% of the combined voting power of the then outstanding voting securities of ATMCo; (B) the individuals who were members of the board of directors of ATMCo on the Distribution Date (the "Current Board Members") cease for any reason to constitute a majority of the board of directors of ATMCo or its successor; however, if the election or the nomination for election of any new director of ATMCo or its successor is approved by a vote of a majority of the individuals who are Current Board Members, such new director shall, for the purposes of this provision be considered a Current Board Member; or (C) ATMCo's shareholders approve (1) a merger or consolidation of ATMCo and the shareholders of ATMCo immediately before such merger or consolidation do not, as a result of such merger or consolidation, own, directly or indirectly, more than 50% of the combined voting power of the then outstanding voting securities of the entity resulting from such merger or consolidation in substantially the same proportion as their ownership of the combined voting power of the outstanding securities of ATMCo immediately before such merger or consolidation; or (2) a complete liquidation or dissolution or an agreement for the sale or other disposition of all or substantially all of the assets of ATMCo.

(vi) The Parties may amend the agreement under this Section 5.01(d) by mutual consent.

(e) *Plan Fiduciaries and Plan Settlor Functions*. For all periods, before, during and after the Distribution, the Parties agree that (i) the fiduciaries of the NCR Corporation US Qualified Pension Plan shall have the sole authority with respect to the NCR Corporation US Qualified Pension Plan to determine the plan investments, de-risking strategies, and such other matters as are within the scope of their duties under ERISA and the terms of the applicable plan documents and (ii) effective as of the assumption by the ATMCo Group of sponsorship of the NCR Corporation US Qualified Pension Plan, ATMCo or its delegates shall have the sole authority to exercise any and all settlor functions with respect to the NCR Corporation US Qualified Pension Plan.

(f) *No Loss of Unvested Benefits*. The transfer of any ATMCo Group Employee's employment to the ATMCo Group generally shall not result in the loss of that ATMCo Group Employee's unvested accrued benefits (if any) under the NCR Pension Plans.

(g) *Administration*. Each of NCR and ATMCo shall cooperate to establish an appropriate administration system to consolidate and transmit to ATMCo all indicative data and payroll and employment information on regular timetables and make certain that each applicable Person's data and records are correct and updated on a timely basis. The foregoing shall include employment status, other information required to determine the vesting of, and eligibility for benefits under, the NCR Corporation US Qualified Pension Plan and all other information necessary or appropriate for the administration of the NCR Corporation US Qualified Pension Plan. All beneficiary designations made by Employees and Former Employees under the NCR Corporation US Qualified Pension Plan and by survivors and beneficiaries thereof shall, to the extent applicable, remain in full force and effect until such beneficiary designations are effectively replaced or revoked.

Section 5.02 ATMCo 401(k) Savings Plan.

(a) *Establishment of ATMCo 401(k) Plan.* Effective as of January 1, 2024, ATMCo, or a member of the ATMCo Group, shall adopt the ATMCo 401(k) Plan with provisions that are comparable to the provisions of the NCR 401(k) Plan, as provided in Section 2.03(a) hereto.

(b) *Qualification of Plan.* Prior to January 1, 2024, ATMCo shall provide NCR with (i) a copy of the ATMCo 401(k) Plan, (ii) a copy of certified resolutions of the ATMCo Board (or its authorized committee or other delegate) evidencing adoption of the ATMCo 401(k) Plan and the related trust(s) and the assumption by the ATMCo 401(k) Plan of the accounts described in Section 5.02(c) hereto, and (iii) the application for determination with respect to the qualified status of the ATMCo 401(k) Plan under Section 401(a) of the Code and the tax-exempt status of its related trust under Section 501(a) of the Code (or application for an opinion or advisory letter, as applicable).

(c) *Transfer of Account Balances*. Not later than thirty (30) days following the expiration of the transitional period under the Transition Services Agreement (or such later time as mutually agreed by the Parties), NCR shall cause the trustee of the NCR 401(k) Plan to transfer from the trust(s) which forms a part of the NCR 401(k) Plan to the trust(s) which forms a part of the ATMCo 401(k) Plan the account balances of the ATMCo Group Employees under the NCR 401(k) Plan, determined as of the date of the transfer. Such transfers shall be made in kind, including promissory notes evidencing the transfer of outstanding loans. Any asset and liability transfers pursuant to this Section 5.02(c) shall comply in all respects with Sections 414(l) and 411(d)(6) of the Code.

(d) *ATMCo 401(k) Plan Provisions*. The ATMCo 401(k) Plan shall provide that:

(i) ATMCo Group Employees shall (A) be eligible to participate in the ATMCo 401(k) Plan as of the expiration of the transitional period under the Transition Services Agreement to the extent that they were eligible to participate in the NCR 401(k) Plan as of immediately prior thereto, and (B) receive credit for purposes of eligibility and vesting for all service credited for those purposes under the NCR 401(k) as of immediately prior to the Distribution Date as if that service had been rendered to ATMCo; and

(ii) the account balance of each ATMCo Group Employee under the NCR 401(k) Plan as of the date of the transfer of assets from the NCR 401(k) Plan (including any outstanding promissory notes) shall be credited to such individual's account balance under the ATMCo 401(k) Plan.

(e) *NCR 401(k) Plan after Distribution*. On and after the expiration of the transitional period under the Transition Services Agreement, (i) the NCR 401(k) Plan shall continue to be responsible for liabilities in respect of NCR Group Employees and all Former Employees under the NCR 401(k) Plan, and (ii) no ATMCo Group Employees shall accrue any benefits under the NCR 401(k) Plan. Without limiting the generality of the foregoing, ATMCo Group Employees shall cease to be participants in the NCR 401(k) Plan effective as of the expiration of the transitional period under the Transition Services Agreement.

(f) *Plan Fiduciaries*. For all periods after the expiration of the transitional period under the Transition Services Agreement, the Parties agree that the applicable fiduciaries of each of the NCR 401(k) Plan and the ATMCo 401(k) Plan, respectively, shall have the authority with respect to the NCR 401(k) Plan and the ATMCo 401(k) Plan, respectively, to determine the investment alternatives, the terms and conditions with respect to those investment alternatives and such other matters as are within the scope of their duties under ERISA and the terms of the applicable plan documents.

(g) *No Loss of Unvested Benefits*. The transfer of any ATMCo Group Employee's employment to the ATMCo Group will not result in loss of that ATMCo Group Employee's unvested benefits (if any) under the NCR 401(k) Plan, which benefit liability will be assumed under the ATMCo 401(k) Plan as provided herein.

Section 5.03 Certain Other Plans.

(a) *Miscellaneous Non-Plan Pension Liabilities (Separation Agreements)*. Effective as of the Distribution, the ATMCo Group shall assume any and all Liabilities to, or relating to, all Employees and Former Employees in respect of certain pension-like items set forth in various separation agreements, as listed on Schedule 5.03 hereto and any individual agreements relating such pension-like items assigned to ATMCo in accordance with the procedures set forth in Section 2.04 hereto.

(b) *HRAs/RRAs*. Effective as of the Distribution, the ATMCo Group shall assume any and all Liabilities to, or relating to, all Employees and Former Employees in respect of certain unfunded health reimbursement arrangements (also referred to as RRAs or Retirement Reimbursement Accounts) listed on Schedule 5.03 hereto and any individual agreements relating such unfunded health reimbursement arrangements assigned to ATMCo in accordance with the procedures set forth in Section 2.04 hereto.

(c) *Certain Medical Cost Payments*. Effective as of the Distribution, the ATMCo Group shall assume any and all Liabilities to, or relating to, all Employees and Former Employees in respect of certain post-employment medical costs listed on Schedule 5.03 hereto and any individual agreements relating such post-employment medical costs assigned to ATMCo in accordance with the procedures set forth in Section 2.04 hereto.

(d) *LTD Medical.* The NCR Group shall retain any and all Liabilities to, or relating to, all Employees and Former Employees in respect of retiree medical expenses incurred pursuant to the UHC LTD Choice Plus Plan, and any individual agreements relating to such plans.

ARTICLE VI

U.S. NONQUALIFIED PLANS

Section 6.01 ATMCo Deferred Compensation Plan. NCR shall retain all Liabilities under the corresponding NCR Deferred Compensation Plan with respect to each ATMCo Group Employee and Former ATMCo Group Employee with an account balance under the NCR Deferred Compensation Plan. All such Liabilities shall be paid in accordance with the terms and elections in effect under the corresponding NCR Deferred Compensation Plan (treating service with ATMCo Group members as continued service to the extent applicable). Following the Distribution and for the remainder of the calendar year in which the Distribution occurs, NCR shall cause the members of the NCR Group and the NCR Deferred Compensation Plan to honor the deferral elections in effect under the NCR Deferred Compensation Plan for the remainder of such year.

Section 6.02 Allocation of Costs. On and after the Distribution, the payout amounts, compliance, reporting and other administrative costs under the NCR Corporation Deferred Compensation Plan shall be determined periodically by NCR (and at least annually with respect to any payments) and ATMCo will pay the portion allocable (based on applicable data during the applicable period) to the ATMCo Group Employee and Former ATMCo Group

Employee participants in the NCR Corporation Deferred Compensation Plan to NCR. Unless otherwise agreed between the Parties, ATMCo shall reimburse NCR within twenty (20) Business Days of delivery by NCR to ATMCo of an invoice for the amount due, accompanied by a statement reasonably detailing the costs incurred. In addition, NCR shall be responsible for the data and information provided by ATMCo to NCR (or other third party administrator under the NCR Corporation Deferred Compensation Plan) with respect to the ATMCo Group Employee and Former ATMCo Group Employee participants following the Distribution.

Section 6.03 No Separation from Service. The Distribution, shall not be treated as a "separation from service," as defined under Treasury Regulation § 1.409A-1(h), for purposes of the plans described in this Article VI. The provisions of this Article VI shall be administered and construed in a manner which complies with the requirements of Section 409A of the Code.

ARTICLE VII

WELFARE BENEFIT PLANS

Section 7.01 Welfare Plans.

(a) *Treatment of Health and Welfare Plans for the Remainder of 2023*. Pursuant to the terms and conditions set forth in the Transition Services Agreement, ATMCo Group Employees and Former ATMCo Group Employees that participated in a NCR Health Plan on the Distribution Date shall continue to be covered by such NCR Health Plan through December 31, 2023, subject to Article VIII hereto and the terms and conditions of the applicable NCR Health Plan and, as applicable, continued employment with a member of the ATMCo Group or the availability of and the timely payment of the required premiums under COBRA. Such continued coverage shall be an NCR Provided Service for purposes of the Transition Services Agreement. ATMCo Welfare Plans other than ATMCo Health Plans shall be established by ATMCo or by the applicable member of the ATMCo Group as of the Distribution, in accordance with Section 2.03(a) hereto.

(b) *Welfare Plan Authority*. For all periods, before, during and after the Distribution, the Parties agree that NCR or its delegates shall have the sole authority to exercise its authority as plan sponsor with respect to the NCR Welfare Plans, including, without limitation, the authority to amend or terminate any or all of the NCR Welfare Plans.

(c) *Waiver of Conditions; Benefit Maximums*. ATMCo shall establish (x) prior to January 1, 2024, with respect to the ATMCo Health Plans (subject to Article VIII hereto) and (y) prior to the Distribution, with respect to the ATMCo Welfare Plans other than ATMCo Health Plans (such dates, the "ATMCo Welfare Plan Effective Date") which, collectively shall initially provide for each ATMCo Group Employee welfare benefits which are in the aggregate substantially comparable (other than with respect to the State of Hawaii, where the health benefits provided to ATMCo Group Employees may differ) to those provided to such employee under the corresponding NCR Welfare Plans immediately prior to the Distribution. Once established effective immediately prior to the ATMCo Welfare Plan Effective Date, ATMCo shall use commercially reasonable efforts to cause the ATMCo Welfare Plans to:

(i) with respect to initial enrollment, waive (A) all limitations as to preexisting conditions, exclusions, and service conditions with respect to participation and coverage requirements applicable to any ATMCo Group Employee or Former ATMCo Group Employee, other than limitations that were in effect with respect to the ATMCo Group Employee or Former ATMCo Group Employee under the applicable NCR Welfare Plan as of immediately prior to the ATMCo Welfare Plan Effective Date, and (B) any waiting period limitation or evidence of insurability requirement applicable to an ATMCo Group Employee or Former ATMCo Group Employee other than limitations or requirements that were in effect with respect to such ATMCo Group Employee or Former ATMCo Group Employee under the applicable NCR Welfare Plans as of immediately prior to the ATMCo Welfare Plan Effective Date; and

(ii) take into account with respect to aggregate annual, lifetime, or similar maximum benefits available under the ATMCo Welfare Plans and with respect to deductibles and out-of-pocket maximums applied under the ATMCo Welfare Plans, an ATMCo Group Employee's or Former ATMCo Group Employee's prior claim experience under the NCR Welfare Plans and any Benefit Plan that provides leave benefits for purposes of satisfying all aggregate annual or lifetime maximums, deductibles and out-of-pocket maximums applicable to such ATMCo Group Employee or Former ATMCo Group Employee and his or her covered dependents for the applicable plan year to the same extent as such expenses were taken into account by NCR for similar purposes as if such amounts had been paid in accordance with such ATMCo Welfare Plan.

(d) *U.S. Flexible Spending Accounts*. The Parties shall use commercially reasonable efforts to ensure that as of the expiration of the transitional period under the Transition Services Agreement, any health or dependent care flexible spending accounts of ATMCo Group Employees (whether positive or negative) (the "Transferred Account Balances") under NCR Welfare Plans that are health or dependent care flexible spending account plans are transferred, as soon as practicable after the Distribution, from the NCR Welfare Plans to the corresponding ATMCo Welfare Plans. Such ATMCo Welfare Plans shall assume responsibility as of the expiration of the transitional period under the Transition Services Agreement for all outstanding health or dependent care claims under the corresponding NCR Welfare Plans of each ATMCo Group Employee for the year in which the Distribution occurs and shall assume and agree to perform the obligations of the corresponding NCR Welfare Plans on and after the expiration of the transitional period under the Transition Services Agreement. As soon as practicable after the expiration of the transitional period under the Transition Services Agreement, and in any event within 30 days after the amount of the Transferred Account Balances is determined or such later date as mutually agreed upon by the Parties, ATMCo shall pay NCR the net aggregate amount of the Transferred Account Balances, if such amount is positive, and NCR shall pay ATMCo the net aggregate amount of the Transferred Account Balances, if such amount is negative.

(e) *Allocation of Welfare Assets and Liabilities*. Effective as of the Distribution, the ATMCo Group shall assume all Liabilities relating to, arising out of or resulting from health and welfare coverage or claims incurred by or on behalf of ATMCo Group Employees or their covered dependents or Former ATMCo Group Employees or their covered dependents, including but not limited to all COBRA costs under the NCR Welfare Plans or ATMCo Welfare Plans, before, at, or after the Distribution; it being understood that the ATMCo Group shall reimburse NCR for all amounts under the NCR Welfare Plans attributable to ATMCo Group Employees and Former ATMCo Group Employees as more fully set forth in the Transition Services Agreement with respect to claims incurred during the period from the Distribution Date through December 31, 2023(including any applicable run out period) (subject to Article VIII hereto). For the avoidance of doubt, COBRA coverage for ATMCo Group Employees or their covered dependents or Former ATMCo Group Employees or their covered dependents (other than a Retiree) will be provided by the NCR Welfare Plans from the Distribution Date through December 31, 2023, but as of January 1, 2024 coverage for all ATMCo Group Employees or their covered dependents or Former ATMCo Group Employees or their covered dependents (other than a Retiree) including COBRA coverage shall transfer to the ATMCo Welfare Benefit Plans.

Section 7.02 U.S. COBRA and HIPAA. The NCR Group shall continue to be responsible for complying with, and providing coverage pursuant to, the health care continuation requirements of COBRA and the corresponding provisions of the NCR Welfare Plans with respect to any NCR Group Employees (and their covered dependents) and any Former NCR Group Employees (and their covered dependents) who incur a qualifying event under COBRA before, as of, or after the Distribution. Effective as of January 1, 2024, the ATMCo Group shall assume responsibility for complying with, and providing coverage pursuant to, the health care continuation requirements of COBRA, the certificate of creditable coverage requirements of HIPAA, and the corresponding provisions of the ATMCo Welfare Plans with respect to any ATMCo Group Employees or Former ATMCo Group Employees (and their covered dependents) who incur a qualifying event or loss of coverage under the NCR Welfare Plans and/or the ATMCo Welfare Plans before, as of, or after the Distribution. The Parties agree that the consummation of the transactions contemplated by the SDA shall not constitute a COBRA qualifying event for any purpose of COBRA.

Section 7.03 Post-Retirement Welfare Plans. Prior to the expiration of the transitional period under the Transition Services Agreement, ATMCo shall establish or cause to be established by a member of the ATMCo Group, the ATMCo OPEB Plans which correspond to the NCR OPEB Plans in which any ATMCo Group Employee and Former ATMCo Group Employee participates or is or may become eligible to participate as of immediately prior to the Distribution. On and after the expiration of the transitional period under the Transition Services Agreement, ATMCo shall, or shall cause a member of the ATMCo Group to, provide each eligible ATMCo Group Employee and Former ATMCo Group Employee with benefits under an ATMCo OPEB Plan that are no less favorable than those benefits that would have been provided to the ATMCo Group Employee and Former ATMCo Group Employee under the applicable NCR OPEB Plan if he or she had been eligible for benefits under an NCR OPEB Plan as of the expiration of the transitional period under the Transition Services Agreement (including, without limitation, with respect to eligibility to participate, coverage and cost) and shall further count service with any member of the ATMCo Group following the Distribution towards any applicable service requirement for any such employee that has not been satisfied as of the expiration of the transitional period under the Transition Services Agreement. Neither NCR nor any other member of the NCR Group shall be required to provide benefits under an NCR OPEB Plan to any ATMCo Group Employee and Former ATMCo Group Employee following the expiration of the transitional period under the Transition Services Agreement.

Section 7.04 Vacation, Holidays and Leaves of Absence.

(a) *In General*. Effective as of the Distribution, the ATMCo Group shall assume all Liabilities of the NCR Group with respect to vacation, banked vacation, holiday, sick time, other paid time off policies, leave of absence, and required payments related thereto, for each ATMCo Group Employee. The NCR Group shall retain all Liabilities with respect to vacation, banked vacation, holiday, sick time, other paid time off policies, leave of absence, and required payments related thereto, for each NCR Group Employee. Notwithstanding the generality of the foregoing, NCR shall fund the legacy banked vacation benefits accrued by ATMCo Group Employees as of the Distribution Date.

(b) *Establishment and Administration of Leave of Absence Programs for ATMCo Group Employees.*

(i) NCR agrees to continue administering leaves of absence and short term disability benefits to (either in its own capacity or through a third party administrator) for ATMCo Group Employees for the remainder of 2023. For purposes of the FMLA (or other applicable state/municipal leaves), NCR (either in its own capacity or through its third party administrator for leaves of absence) agrees to treat ATMCo Group Employees as if ATMCo were a successor. Specifically, ATMCo Group Employees who are out on approved FMLA leave (or who have approved intermittent FMLA leaves) shall not need to reapply, provide recertifications, or reestablish eligibility unless they would do so in the ordinary course of their employment with NCR or ATMCo. ATMCo agrees to provide, or shall cause its employees provide, each ATMCo Group Employee's work schedule, FMLA usage, and other contact information required to comply with the calculations and notice provisions prescribed under the FMLA. At the end of 2023, ATMCo will provide to the ATMCo Group Employees new instructions on how to apply for and/or continue their leaves of absence. As soon as administratively possible and not later than the January 1, 2024, the NCR Group shall provide to the ATMCo Group (or its designated representative) copies of all records pertaining to the NCR Group leave of absence programs and FMLA with respect to all ATMCo Group Employees to the extent such records have not been provided previously to the ATMCo Group, including: information on all leaves of absence for ATMCo Group Employees, including: all notices or other documents provided to employees seeking approval or on approved leave, all information received from employees seeking approval or on approved leave, leave of absence tracking for all of 2023, and any and all related notes of conversations with such ATMCo Group Employees.

(ii) Effective as of January 1, 2024, the ATMCo Group shall be responsible for administering compliance with the ATMCo leave of absence programs and the FMLA with respect to ATMCo Group Employees including but not limited to: (i) the ATMCo Group shall adopt, and shall cause each member of the ATMCo Group to adopt, leave of absence programs; (ii) the ATMCo Group shall honor, and shall cause each member of the ATMCo Group to honor, all terms and conditions of leaves of

absence which have been granted to any ATMCo Group Employee under a NCR leave of absence program or the FMLA before January 1, 2024, including such leaves that are to commence after January 1, 2024; and (iii) the ATMCo Group shall recognize all periods of service of each ATMCo Group Employee with the NCR Group to the extent such service is recognized by the NCR Group for the purpose of eligibility for leave entitlement under the NCR Group leave of absence programs and the FMLA.

Section 7.05 Severance and Unemployment Compensation. Effective as of the Distribution, the ATMCo Group shall assume any and all Liabilities to, or relating to, ATMCo Group Employees and Former ATMCo Group Employees in respect of severance and uninsured unemployment compensation, regardless of whether the event giving rise to the Liability occurred before, at or after the Distribution. The NCR Group shall be responsible for any and all Liabilities to, or relating to, NCR Group Employees and Former NCR Group Employees in respect of severance and uninsured unemployment compensation, regardless of whether the event giving rise to the Liability occurred before, at or after the Distribution. Without limiting the generality of the foregoing, as of the Distribution, ATMCo or a member of the ATMCo Group shall be solely responsible for all Liabilities under any severance agreement entered into by any member of the NCR Group with a Former ATMCo Group Employee prior to the Distribution.

Section 7.06 Workers' Compensation. With respect to claims for workers' compensation, (a) the ATMCo Group shall be responsible for claims in respect of ATMCo Group Employees and Former ATMCo Group Employees, whether occurring before, at or after the Distribution, and (b) the NCR Group shall be responsible for all claims in respect of NCR Group Employees and Former NCR Group Employees, whether occurring before, at or after the Distribution. The treatment of workers' compensation claims with respect to NCR insurance policies shall be governed by Article IX (Insurance) of the SDA.

Section 7.07 Insurance Contracts. To the extent that any NCR Welfare Plan is funded through the purchase of an insurance contract or is subject to any stop loss contract, the Parties will cooperate and use their commercially reasonable efforts to replicate such insurance contracts for the corresponding ATMCo Welfare Plan (except to the extent that changes are required under applicable state insurance Laws or filings by the respective insurers) and to maintain any pricing discounts or other preferential terms for both NCR and ATMCo for a reasonable term. Neither Party shall be liable for failure to obtain or maintain such insurance contracts, pricing discounts, or other preferential terms for the other Party. Each Party shall be responsible for such Party's insurance premiums incurred following January 1, 2024 (subject to Article VIII hereto).

Section 7.08 Third-Party Vendors. To the extent that any NCR Welfare Plan is administered by a third-party vendor, the Parties will cooperate and use their commercially reasonable efforts to replicate any contract with such third-party vendor for ATMCo and to maintain any pricing discounts or other preferential terms for both NCR and ATMCo for a reasonable term. Neither Party shall be liable for failure to obtain or maintain such pricing discounts or other preferential terms for the other Party. Without limiting the reimbursement obligations of ATMCo under the Transition Services Agreement, each Party shall be responsible for such Party's third-party vendor costs incurred following January 1, 2024 (subject to Article VIII hereto).

Section 7.09 Non-U.S. Employees. The provisions of this Article VII may be varied with respect to NCR Group Employees and Former NCR Group Employees who are located in jurisdictions outside the United States in the manner set forth in the Appendices to this Agreement.

ARTICLE VIII

NON-U.S. EMPLOYEES AND PLAN MATTERS

Section 8.01 Special Provisions - Non-U.S. Employees, Plans and Related Matters. All actions taken with respect to non-U.S. Employees or U.S. Employees working in non-U.S. jurisdictions shall be subject to and accomplished in accordance with applicable Law in the applicable jurisdictions and the terms and conditions hereof shall be deemed modified to the extent required for compliance with such applicable Law.

Section 8.02 Appendices. The Appendices to this Agreement set forth actions to be taken by the parties with respect to compensation, benefits and other employment-related matters for jurisdictions outside of the United States. Each such Appendix is incorporated into this Agreement. To the extent that the provisions of any such Appendix conflicts with the provisions of this Agreement, the provision of such Appendix will govern. The treatment of the Non-US NCR Pension Plans, certain non-US ATMCo Health Plans, and related terms is set forth on Appendix B hereto. The treatment of certain other non-US employee and plan matters is set forth on Appendix C hereto.

ARTICLE IX

MISCELLANEOUS

Section 9.01 Employee Records and Related Records.

(a) *Sharing of Information.* Subject to any limitations imposed by applicable Law, NCR and ATMCo (acting directly or through members of the NCR Group or the ATMCo Group, respectively) shall provide to the other and their respective authorized agents and vendors all information reasonably necessary for the Parties to perform their respective duties under this Agreement, including Employee-related records, historical and current communications to Employees relating to benefit plans and programs ("Benefit Communications"), and historical and current agreements and communications with third party service providers relating to benefit plans and programs ("Benefit Documents").

(b) *Transfer of Personnel Records and Authorization*. Subject to any limitation imposed by applicable Law and to the extent that it has not done so before the Distribution, NCR shall transfer to ATMCo copies of any and all employment records (including any Form I-9, Form W-2 or other IRS forms) with respect to ATMCo Group Employees and Former ATMCo Group Employees and other records reasonably required by ATMCo to enable ATMCo to properly to carry out its obligations under this Agreement. Such transfer of copies of records generally shall occur as soon as administratively practicable at or after the Distribution (or earlier). Each Party will permit the other Party reasonable access to Employee records, to the extent reasonably necessary for such accessing Party to carry out its obligations hereunder.

(c) *Access to Records.* To the extent not inconsistent with this Agreement, the SDA or any applicable privacy protection Laws or regulations, reasonable access to Employee-related records, Benefit Communications, and Benefit Documents after the Distribution will be provided to members of the NCR Group and members of the ATMCo Group pursuant to the terms and conditions of Article VII (Confidentiality; Access to Information) of the SDA.

(d) *Maintenance of Records.* With respect to retaining, destroying, transferring, sharing, copying and permitting access to all Employee-related information, Benefit Communications, and Benefit Documents, NCR and ATMCo shall comply with all applicable Laws, regulations and their own internal policies, and shall indemnify and hold harmless each other from and against any and all Liability, claims, actions, and damages that arise from a failure (by the indemnifying Party or its Subsidiaries or their respective agents) to so comply with all applicable Laws, regulations and its own internal policies applicable to such information.

(e) *Cooperation.* Each Party shall use commercially reasonable efforts to cooperate and work together to unify, consolidate and share (to the extent permissible under applicable privacy/data protection laws) all relevant documents, resolutions, government filings, data, payroll, employment and benefit plan information (including Benefit Communications and Benefit Documents) on regular timetables and cooperate as needed with respect to (i) any litigation with respect to any employee benefit plan, policy or arrangement contemplated by this Agreement, (ii) efforts to seek a determination letter, private letter ruling or advisory opinion (or comparable ruling or opinion) from the IRS or U.S. Department of Labor or any other Governmental Authority on behalf of or with respect to any employee benefit plan, policy or arrangement contemplated by this Agreement, and (iii) any filings that are required to be made or supplemented to the IRS, PBGC, U.S. Department of Labor or any other Governmental Authority; provided, however, that requests for cooperation must be reasonable and not materially interfere with daily business operations.

(f) *Confidentiality.* Notwithstanding anything in this Agreement to the contrary, all confidential records and data relating to Employees to be shared or transferred pursuant to this Agreement shall be subject to Section 7.5 (Confidentiality) of the SDA and the requirements of applicable Law.

(g) *Assignment of "Claw-Back" or Recoupment Rights.* To the extent a member of the NCR Group holds any repayment, "claw-back" or recoupment rights with respect to remuneration paid or provided to ATMCo Group Employees or Former ATMCo Group Employees (e.g., the right to require repayment of compensation upon a financial restatement, a termination of employment or misconduct by the employee) including in connection with any relocation benefit, sign-on bonus, tuition benefit or otherwise, such rights are hereby assigned to ATMCo upon the Distribution, it being agreed that the transactions contemplated by the SDA (including any transfers of employment pursuant to Section 3.01 hereto) shall not, in and of themselves, trigger any such repayment or recoupment right. To the

extent a member of the ATMCo Group holds any repayment, “claw-back” or recoupment rights with respect to remuneration paid or provided to NCR Group Employees or Former NCR Group Employees (e.g., the right to require repayment of compensation upon a financial restatement, a termination of employment or misconduct by the employee) including in connection with any relocation benefit, sign-on bonus, tuition benefit or otherwise, such rights are hereby assigned to NCR upon the Distribution, it being agreed that the transactions contemplated by the SDA (including any transfers of employment pursuant to Section 3.01 hereto) shall not, in and of themselves, trigger any such repayment or recoupment right. The Parties shall cooperate to execute any further documentation as may be necessary to evidence such assignment.

(h) *Proprietary Information and Inventions Agreements*. Effective as of the Distribution, NCR shall, or shall cause the appropriate member of the NCR Group to, waive such rights under any proprietary information, confidentiality, inventions, restrictive covenant or similar agreement between any ATMCo Group Employee and any NCR Group member as NCR determines in its discretion to be necessary or appropriate to permit such ATMCo Group Employee to perform his or her services to the applicable ATMCo Group member on and after the Distribution.

Section 9.02 Data Protection.

(a) *Roles of the Parties.* The Parties acknowledge that (i) prior to the Distribution the Processing of any Personal Data in connection with the Separation shall be governed by the Amended and Restated Intra-group Data Transfer Agreement, dated 15 December 2022, and (ii) after the Distribution, the Parties are separate and independent data controllers with respect to the processing of any Personal Data pursuant to this Agreement or any Ancillary Agreement and shall independently determine the purposes and means of such processing.

(b) *Data Protection Compliance.* Both Parties shall comply, and cooperate to ensure that their processing of Personal Data hereunder and under any Ancillary Agreement does and will comply, with all applicable Data Protection Laws and shall take all reasonable precautions to avoid acts that place the other Party in breach of its obligations under any applicable Data Protection Laws. Nothing in this Section 9.02 shall be deemed to prevent any Party from taking the steps it reasonably deems necessary to comply with any applicable Data Protection Laws.

(c) *Transfers of Personal Data.* To the extent that a Party transfers Personal Data to a third country, the transferring Party shall ensure that such transfer is effected by way of a valid data transfer mechanism in compliance with applicable Data Protection Laws, if and to the extent applicable.

Section 9.03 Preservation of Rights to Amend. The rights of each member of the NCR Group and each member of the ATMCo Group to amend, waive, or terminate any plan, arrangement, agreement, program, or policy referred to herein shall not be limited in any way by this Agreement, it being agreed that the provisions of this Section 9.03 shall not supersede the obligations of the Parties hereunder.

Section 9.04 Fiduciary Matters. NCR and ATMCo each acknowledges that actions required to be taken pursuant to this Agreement may be subject to fiduciary duties or standards of conduct under ERISA or other applicable Law, and no Party shall be deemed to be in violation of this Agreement if it fails to comply with any provisions hereof based upon its good-faith determination (as supported by advice from counsel experienced in such matters) that to do so would violate such a fiduciary duty or standard. Each Party shall be responsible for taking such actions as are deemed necessary and appropriate to comply with its own fiduciary responsibilities and shall fully release and indemnify the other Party for any Liabilities caused by the failure to satisfy any such responsibility.

Section 9.05 Dispute Resolution. Any claim, controversy or dispute between or among any of the Parties hereto arising out of or related to this Agreement, including with respect to the validity, intent, interpretation, performance, enforcement, breach or termination of this Agreement or any of the terms contained in this Agreement shall be finally settled pursuant to Article VIII (Dispute Resolution) of the SDA, which is incorporated herein by reference *mutatis mutandis*.

Section 9.06 Survival of Agreements. Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement shall survive the Distribution and remain in full force and effect in accordance with their applicable terms.

Section 9.07 Notices. Notices, requests, instructions or other documents to be given under this Agreement shall be in writing and shall be deemed to have been properly delivered, given and received, (a) on the date of transmission if sent via email (provided, however, that notice given by email shall not be effective unless either (i) a duplicate copy of such email notice is promptly given by one of the other methods described in this Section 9.07 or (ii) the receiving Party delivers a written confirmation of receipt of such notice either by email or any other method described in this Section 9.07 (excluding “out of office” or other automated replies)), (b) when delivered, if delivered personally to the intended recipient, and (c) one Business Day later, if sent by overnight delivery via a national courier service (providing proof of delivery), and in each case, addressed to a party at the address for such party set forth below (or at such other address for a party as shall be specified from time to time in a notice given in accordance with this Section 9.07):

If to NCR:

NCR Voyix Corporation
864 Spring St NW
Atlanta, GA 30308
Attn: General Counsel
kelli.sterrett@ncr.com

If to ATMCo:

NCR Atleos Corporation
864 Spring St NW
Atlanta, GA 30308
Attn: General Counsel
ricardo.nunez@ncratleos.com

Section 9.08 Waiver.

(a) Any provision of this Agreement may be waived if, and only if, such waiver is in writing and signed by the Party against whom the waiver is to be effective.

(b) No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 9.09 Modification or Amendment. This Agreement may only be amended, modified or supplemented, in whole or in part, in a writing signed on behalf of each of the Parties in the same manner as this Agreement and which makes reference to this Agreement.

Section 9.10 No Assignment; Binding Effect. No Party to this Agreement may assign or delegate, either directly or indirectly by merger or consolidation , all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other Party to this Agreement, which such Party may withhold in its absolute discretion, and any attempt to do so shall be ineffective and void ab initio, except that (x) a Party shall assign this Agreement and any or all of the rights, interests and obligations hereunder in connection with a merger, reorganization or consolidation transaction in which it is a constituent party but not the surviving entity or the sale of all or substantially all of its Assets, and the surviving entity of such merger, reorganization or consolidation transaction or the transferee of such Assets shall assume all the obligations of the relevant Person by operation of law or pursuant to an agreement in writing, reasonably satisfactory to the other Party, to be bound by the terms of this Agreement as if named as a Party hereto; (y) each Party hereto may assign any or all of its rights and interests hereunder to an Affiliate; and (z) each Party may assign any of its obligations hereunder to an Affiliate so long as such Affiliate executes a writing in form reasonably satisfactory to the other Party agreeing to be bound by the terms of this Agreement as if named as a Party hereto; *provided*, *however*, that, in each case such assignment shall not relieve such Party of any of its obligations hereunder unless agreed to by the non-assigning Party. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the Parties hereto and their respective successors and permitted assigns.

Section 9.11 Termination. Notwithstanding anything to the contrary herein, this Agreement may be terminated and the Distribution may be amended, modified or abandoned at any time prior to the Distribution by and in the sole discretion of NCR without the approval of ATMCo or the stockholders of NCR. In the event of such termination, this Agreement shall become null and void and no Party, nor any of its officers, directors or employees, shall have any Liability to any other Party or any other Person. After the Distribution, this Agreement may not be terminated except by an agreement in writing signed by each of the Parties.

Section 9.12 Payment Terms. Except as expressly provided to the contrary in this Agreement, any amount to be paid or reimbursed by any Party (and/or a member of such Party's Group), on the one hand, to any other Party (and/or a member of such Party's Group), on the other hand, under this Agreement shall be paid or reimbursed hereunder within twenty (20) Business Days after presentation of an undisputed invoice or a written demand therefor and setting forth, or accompanied by, reasonable documentation or other reasonable explanation supporting such amount.

Section 9.13 No Set-Off. Except as expressly set forth in the SDA or any other Ancillary Agreement or as otherwise mutually agreed to in writing by the Parties, neither Party nor any member of any Party's Group shall have any right of set-off or other similar rights with respect to (a) any amounts received pursuant to this Agreement or the SDA or any other Ancillary Agreement or (b) any other amounts claimed to be owed to the other Party or any member of its Group arising out of this Agreement or the SDA or any other Ancillary Agreement.

Section 9.14 No Circumvention. The Parties agree not to directly or indirectly take any actions, act in concert with any Person who takes an action, or cause or allow any member of any such Party's Group to take any actions (including the failure to take a reasonable action) such that the resulting effect is to materially undermine the effectiveness of any of the provisions of this Agreement.

Section 9.15 Subsidiaries. Each of the Parties shall cause (or with respect to an Affiliate that is not a Subsidiary, shall use commercially reasonable efforts to cause) to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary or Affiliate of such Party or by any Business Entity that becomes a Subsidiary or Affiliate of such Party on and after the Distribution. This Agreement is being entered into by NCR and ATMCo on behalf of themselves and the members of their respective groups (the NCR Group and the ATMCo Group). This Agreement shall constitute a direct obligation of each such entity and shall be deemed to have been readopted and affirmed on behalf of any Business Entity that becomes a Subsidiary or Affiliate of such Party on and after the Distribution. Either Party shall have the right, by giving notice to the other Party, to require that any Subsidiary of the other Party execute a counterpart to this Agreement to become bound by the provisions of this Agreement applicable to such Subsidiary.

Section 9.16 Third Party Beneficiaries. This Agreement is solely for the benefit of each Party hereto and its respective Affiliates, successors or permitted assigns, and it is not the intention of the Parties to confer third party beneficiary rights upon any other Person, and should not be deemed to confer upon any Third Party any remedy, claim, liability, reimbursement, Proceedings or other right in excess of those existing without reference to this Agreement.

Section 9.17 Titles and Headings. Titles and headings to Sections and Articles are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 9.18 Appendices and Schedules. The appendices and schedules hereto shall be construed with and be an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Nothing in the appendices or schedules constitutes an admission of any liability or obligation of any member of the NCR Group or the ATMCo Group or any of their respective Affiliates to any Third Party, nor, with respect to any Third Party, an admission against the interests of any member of the NCR Group or the ATMCo Group or any of their respective Affiliates. The inclusion of any item or liability or category of item or liability on any appendix or schedule is made solely for purposes of allocating potential liabilities among the Parties and shall not be deemed as or construed to be an admission that any such liability exists.

Section 9.19 Governing Law. This Agreement, and all actions, causes of action, or claims of any kind (whether at law, in equity, in contract, in tort, or otherwise) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement (including any action, cause of action, or claim of any kind based upon, arising out of, or related to any representation or warranty made in, in connection with, or as an inducement to this Agreement) shall be governed by and construed in accordance with the law of the State of Maryland, irrespective of the choice of law principles of the State of Maryland, including without limitation Maryland laws relating to applicable statutes of limitations and burdens of proof and available remedies.

Section 9.20 Specific Performance. The Parties agree that irreparable damage, for which monetary damages (even if available) would not be an adequate remedy, would occur in the event that the provisions of this Agreement were not performed in accordance with their specific terms. Accordingly, it is hereby agreed that the Parties shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which they are entitled in Law or equity.

Section 9.21 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

Section 9.22 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Section 9.23 Authorization. Each of the Parties hereby represents and warrants that it has the power and authority to execute, deliver and perform this Agreement, that this Agreement has been duly authorized by all necessary corporate action on the part of such Party, that this Agreement constitutes a legal, valid and binding obligation of each such Party enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting creditors' rights generally and general equity principles.

Section 9.24 No Duplication; No Double Recovery. Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances.

Section 9.25 No Reliance on Other Party. The Parties hereto represent to each other that this Agreement is entered into with full consideration of any and all rights which the Parties hereto may have. The Parties hereto have relied upon their own knowledge and judgment and have conducted such investigations they and their in-house counsel have deemed appropriate regarding this Agreement and their rights in connection with this Agreement. The Parties hereto are not relying upon any representations or statements, whether written or oral, made by any other Party, or any such other Party's employees, agents, representatives or attorneys, regarding this Agreement, except to the extent such representations are expressly set forth or incorporated in this Agreement. The Parties hereto are not relying upon a legal duty, if one exists, on the part of any other Party (or any such other Party's employees, agents, representatives or attorneys) to disclose any information in connection with the execution of this Agreement or its preparation, it being expressly understood that no Party hereto shall ever assert any failure to disclose information on the part of any other Party as a ground for challenging this Agreement or any provision hereof.

Section 9.26 Complete Agreement. This Agreement, including the appendices and schedules attached hereto (and the exhibits and schedules thereto) shall constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and shall supersede all previous negotiations, commitments and writings with respect to such subject matter. Except as otherwise expressly provided in the SDA, in the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the SDA or any other Ancillary Agreement, the provisions of this Agreement shall control over the inconsistent provisions of the SDA or other Ancillary Agreements as to matters specifically addressed in this Agreement.

Section 9.27 Counterparts. This Agreement may be executed in more than one counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Parties. Execution of this Agreement or any other documents pursuant to this Agreement by email attaching DocuSign or other electronic copy of a signature shall be deemed to be, and shall have the same effect as, executed by an original signature.

[*Signature page follows. The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

NCR VOYIX CORPORATION

By: /s/ Michael D. Hayford
Name: Michael D. Hayford
Title: Chief Executive Officer

NCR ATLEOS CORPORATION

By: /s/ Timothy C. Oliver
Name: Timothy C. Oliver
Title: President

Exhibit 10.4

EXECUTION VERSION

PATENT AND TECHNOLOGY CROSS-LICENSE AGREEMENT

This Patent and Technology Cross-License Agreement ("**Agreement**") is made as of October 16, 2023 by and between NCR Voyix Corporation, a Maryland corporation ("**NCR**"), and NCR Atleos Corporation, a Maryland Corporation ("**ATMCo**"). (NCR and ATMCo may be referred to hereinafter collectively as the "**Parties**" and individually as a "**Party**".)

RECITALS

WHEREAS, the Parties have entered into that certain Separation and Distribution Agreement dated October 16, 2023 designed to enable the Parties to separate from one another and carry out their respective businesses (the "**SDA**");

WHEREAS, NCR and the other members of the NCR Group (defined below) previously granted to Cardtronics USA, Inc. ("**Cardtronics**") and the other members of the ATMCo Group (defined below), including ATMCo, a license to use certain Technology (defined below), including under certain Patents (defined below), pursuant to that certain Intellectual Property Assignment and License Agreement by and between NCR and Cardtronics having an effective date as of October 3, 2023, and ATMCo and the other members of the ATMCo Group previously granted to NCR and the other members of the NCR Group a license to use certain Technology, including under certain Patents, pursuant to that certain Intellectual Property License Agreement by and between ATMCo and NCR having an effective date as of October 3, 2023 (both such agreements collectively, the "**Prior Agreements**");

WHEREAS, NCR is the owner of the NCR Licensed Patents and NCR Licensed Technology (each defined below), and ATMCo is the owner of the ATMCo Licensed Patents and ATMCo Licensed Technology (each defined below);

WHEREAS, the Parties wish to terminate the licenses in the Prior Agreements in favor of this Agreement;

WHEREAS, ATMCo wishes to obtain from NCR, and NCR wishes to grant to ATMCo, a license to the NCR Licensed Patents and NCR Licensed Technology, and NCR wishes to obtain from ATMCo, and ATMCo wishes to grant to NCR, a license to the ATMCo Licensed Patents and ATMCo Licensed Technology, in each case in accordance with the terms and subject to the terms and conditions set forth herein; and

WHEREAS, this Agreement constitutes the Patent and Technology Cross-License Agreement referred to in the SDA.

NOW, THEREFORE, in consideration for the mutual promises and covenants forth in this Agreement, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following meanings:

"**Affiliate**" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such specified Person; provided, however, that for purposes of this Agreement, following the Distribution, no member of either Group shall be deemed to be an Affiliate of any member of the other Group, including by reason of having common stockholders or one or more directors in common. Notwithstanding the preceding sentence, NCR Del Peru S.A.C. and NCR (Nigeria) PLC shall be deemed to be Affiliates of ATMCo as of their respective Delayed Asset Transfer Dates. As used herein, "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or other interests, by contract or otherwise.

"**Assign**" means transfer or assign.

"**ATMCo Business**" means the business, activities and operations of NCR or any of its Affiliates (such Affiliates measured as of immediately prior to the Distribution and including the members of the ATMCo Group and the members of the NCR Group) in or with respect to the self-service banking, payments & network, and telecommunications and technology businesses, in each case as more fully described in the Registration Statement and/or reflected in the financial statements included therein (including, for the avoidance of doubt, the business, activities and operations of Cardtronics and Moon Inc. described and/or reflected in the financial statements included therein), as conducted at any time prior to the Distribution by them or any of their current or former affiliates, subsidiaries, divisions or businesses; provided that the ATMCo Business shall not include (1) the business, activities and operations of NCR or any of its Affiliates (including the members of the ATMCo Group and the members of the NCR Group) in or with respect to the retail, hospitality and digital banking businesses, in each case as more fully described in NCR's Form 10-K filed with the SEC on February 27, 2023 and/or reflected in the financial statements for the reportable segments of the same names included therein, or (2) the merchant acquiring services in the retail, hospitality and other industries described as being part of NCR's payments & network segment therein and/or reflected in the financial statements for such segment therein, in each case as conducted at any time prior to the Distribution by them or any of their current or former affiliates, subsidiaries, divisions or businesses.

"**ATMCo Common Stock**" means all of the issued and outstanding shares of common stock of ATMCo, $0.01 par value per share.

"**ATMCo Excluded Natural Evolution Fields**" has the meaning set forth on Schedule 3.

"**ATMCo Excluded Technology**" means the Technology specified in Schedule 1A that is owned as of the Effective Date by ATMCo or any of its Affiliates who are Affiliates of ATMCo as of the Effective Date, regardless if such Technology is accessible by or in the possession of NCR or any of its Affiliates as of the Effective Date. In addition, ATMCo Excluded Technology shall also include any Technology that is owned as of the Effective Date by NCR or any of its Affiliates who are Affiliates of NCR as of the Effective Date that is (a) subsequently assigned to ATMCo or any of its Affiliates by NCR or any of its Affiliates, and (b) agreed to by the Parties to be ATMCo Excluded Technology and added to Schedule 1A ("**ATMCo Added Excluded Technology**").

"**ATMCo Group**" means ATMCo and each Person that is a Subsidiary of ATMCo as of immediately prior to the Distribution, and each Person that becomes a Subsidiary of ATMCo after the Distribution.

"**ATMCo Licensed Patents**" means the Licensed Patents of ATMCo or any of its applicable Affiliates (such as those as of the Effective Date).

"**ATMCo Licensed Technology**" means the Licensed Technology of ATMCo or any of its applicable Affiliates (such as those as of the Effective Date). In addition and not withstanding anything to the contrary herein, ATMCo Licensed Technology shall also include (a) any Technology owned as of the Effective Date by NCR or any of its Affiliates who are Affiliates of NCR as of the Effective Date, and (b) any Technology owned by any Delayed Asset Entity as of its Delayed Asset Transfer Date or assigned to NCR or any of its Affiliates by any Delayed Asset Entity between the Effective Date and its Delayed Asset Transfer Date, in all cases, that is subsequently assigned to ATMCo or any of its Affiliates by NCR or any of its Affiliates that is not ATMCo Excluded Technology (including ATMCo Added Excluded Technology). For further clarity, ATMCo Licensed Technology is deemed to be Confidential Information of ATMCo and/or its Affiliates and shall be treated as such in accordance with, including subject to the corresponding obligations (including confidentiality) of, this Agreement.

"**ATMCo Non-Improvable Technology**" means the Technology specified in Schedule 2A that is owned as of the Effective Date by ATMCo or any of its Affiliates who are Affiliates of ATMCo as of the Effective Date, regardless if such Technology is accessible by or in the possession of NCR or any of its Affiliates as of the Effective Date. In addition, ATMCo Non-Improvable Technology shall also include any Technology that is owned as of the Effective Date by NCR or any of its Affiliates who are Affiliates of NCR as of the Effective Date that is (a) subsequently assigned to ATMCo or any of its Affiliates by NCR or any of its Affiliates, and (b) agreed to by the Parties to be ATMCo Non-Improvable Technology and added to Schedule 2A ("**ATMCo Added Non-Improvable Technology**").

"**ATMCo Non-Patent and Trademark Licensed Intellectual Property Rights**" means the Licensed Non-Patent and Trademark Intellectual Property Rights of ATMCo or any of its applicable Affiliates (such as those as of the Effective Date). In addition and not withstanding anything to the contrary herein, ATMCo Non-Patent and Trademark Licensed Intellectual Property Rights shall also include (a) any Non-Patent and Trademark Intellectual Property Rights owned as of the Effective Date by NCR or any of its Affiliates who are Affiliates of NCR as of the Effective Date, and (b) any Non-Patent and Trademark Intellectual Property Rights owned by a Delayed Asset Entity as of its Delayed Asset Transfer Date or assigned to NCR or any of its Affiliates by a Delayed Asset Entity between the Effective Date and its Delayed Asset Transfer Date, in all cases, that are subsequently assigned to ATMCo or any of its Affiliates by NCR or any of its Affiliates that are not primarily used or held for use primarily in conjunction with ATMCo Excluded Technology (including ATMCo Added Excluded Technology).

"**Business Day**" means any day that is not a Saturday, a Sunday or any other day on which banks are required or authorized by Law to be closed in New York, New York.

"**Delayed Asset Entity**" means each of the entities listed on Schedule 4.

"**Delayed Asset Transfer Date**" means, with respect to a Delayed Asset Entity, the date on which ownership of such Delayed Asset Entity is or its applicable ATMCo Business assets are transferred to its or their intended owner (the effectiveness of any written agreement between the Parties or any of their Affiliates specifically effectuating such transfer deemed sufficient to effectuate such transfer of ownership).

"**Distribution**" means the distribution by NCR to the holders of all of the issued and outstanding shares of NCR Common Stock as of the close of business on the Record Date, on a pro rata basis, of all of the issued and outstanding shares of ATMCo Common Stock.

"**Distribution Date**" means October 16, 2023.

"**Effective Date**" means the time on the Distribution Date immediately following the Distribution.

"**Governmental Authority**" means any federal, state, local, foreign or international court, government, department, commission, board, bureau or agency, or any other regulatory, self-regulatory, administrative or governmental organization or authority, including NYSE and any similar self-regulatory body under applicable securities Laws.

"**Group**" means (a) with respect to NCR, NCR and its Affiliates, and (b) with respect to ATMCo, ATMCo and its Affiliates.

"**Improvements**" means modifications, improvements, enhancements and derivatives (including derivative works).

"**Information Statement**" means the information statement of ATMCo, included as Exhibit 99.1 to the Registration Statement, including any amendments or supplements thereto.

"**Law**" means any applicable foreign, federal, national, state, provincial or local law (including common law), statute, ordinance, rule, regulation, code or other requirement enacted, promulgated, issued or entered into, or act taken, by a Governmental Authority.

"**Licensed Non-Patent and Trademark Intellectual Property Rights**" means all (a) Non-Patent and Trademark Intellectual Property Rights as of the Effective Date owned by a Party or any of its Affiliates who are Affiliates of such Party as of the Effective Date, and (b) all Non-Patent and Trademark Intellectual Property Rights as of the Effective Date owned by the other Party or any of its Affiliates who are Affiliates of such other Party as of the Effective Date that are subsequently assigned by such other Party or any of its Affiliates to such Party or any of its Affiliates. In addition, Licensed Non-Patent and Trademark Intellectual Property Rights shall also include all Non-Patent and Trademark Intellectual Property Rights owned by any Delayed Asset Entity as of its Delayed Asset Transfer Date or assigned to NCR or any of its Affiliates by any Delayed Asset Entity between the Effective Date and its Delayed Asset Transfer Date.

"**Licensed Patents**" means all Patents (a) owned as of the Effective Date by a Party or any of its Affiliates as of the Effective Date, or (b) that issue from (i) any Patent Applications owned as of the Effective Date by a Party or any of its Affiliates as of the Effective Date, or (ii) any Patent Applications claiming priority to, or from which priority is claimed from, any of the Patent Applications specified in (b)(i) of this definition or any Patent Applications directly or indirectly giving rise to any such Patents or any of the foregoing Patent Applications. In addition, Licensed Patents shall also include all Patents (x) owned by any Delayed Asset Entity as of its Delayed Asset Transfer Date or assigned to NCR or any of its Affiliates by any Delayed Asset Entity between the Effective Date and its Delayed Asset Transfer Date, or (y) that issue from (i) any Patent Applications owned by any Delayed Asset Entity as of its Delayed Asset Transfer Date or assigned to NCR or any of its Affiliates by any Delayed Asset Entity between the Effective Date and its Delayed Asset Transfer Date, or (ii) any Patent Applications claiming priority to, or from which priority is claimed from, any of the Patent Applications specified in (y)(i) of this definition or any Patent Applications directly or indirectly giving rise to any such Patents or any of the foregoing Patent Applications. For further clarity, Licensed Patents does not include any Patents, including Patents issuing from any Patent Applications, obtained, purchased or acquired by a Party or any of its Affiliates from another third party or such Party subsequent to the Effective Date or, in the case of any Delayed Asset Entity, subsequent to its Delayed Asset Transfer Date.

"**Licensed Solutions**" means the products (including software products), services and solutions ("**Solutions**") made, used, offered for sale or license, sold or licensed, imported, exported or otherwise disposed of by or for a Party or any of its Affiliates as of the Effective Date. Notwithstanding the preceding sentence, (a) ATMCo's and its Affiliates' Licensed Solutions shall also include Solutions made, used, offered for sale or license, sold or licensed, imported, exported or otherwise disposed of by or for any Delayed Asset Entity primarily in conjunction with carrying out the ATMCo Business as of the Effective Date ("**ATMCo Delayed Asset Entity Licensed Solutions**"), and (b) NCR's and its Affiliates' Licensed Solutions shall not include any ATMCo Delayed Asset Entity Licensed Solutions.

"**Licensed Technology**" means all Technology as of the Effective Date owned by a Party or any of its Affiliates as of the Effective Date, regardless if such Technology is accessible to or in the possession of the other Party or any of its Affiliates. In addition, Licensed Technology shall also include all Technology owned by any Delayed Asset Entity as of its Delayed Asset Transfer Date or assigned to NCR or any of its Affiliates by any Delayed Asset Entity between the Effective Date and its Delayed Asset Transfer Date. For further clarity, except for Improvements of or to Licensed Technology made by or for a Delayed Asset Entity between the Effective Date and the Delayed Asset Transfer Date for such Delayed Asset Entity, Licensed Technology does not include any Improvements of or to the Licensed Technology of such Party or any of its Affiliates made by or for such Party or any of its Affiliates subsequent to the Effective Date.

"**Natural Evolution**" means the natural or reasonably expected growth, changes (including Improvements) or evolution of or to a Solution, Technology or business and its activities and operations ("**Business Operations**", which includes any methods or processes used by or in conjunction therewith) over time, including with respect to and in light of technology and markets. Notwithstanding the preceding sentence, for a period of five (5) years from the Effective Date, Natural Evolutions shall not include the Solutions, Technology or Business Operations in the ATMCo Excluded Natural Evolution Fields with respect to ATMCo and its Affiliates and the NCR Excluded Natural Evolution Fields with respect to NCR and its Affiliates.

"**NCR Business**" means (1) the business, activities and operations of NCR or any of its Affiliates (such Affiliates measured as of immediately prior to the Distribution and including the members of the ATMCo Group and the members of the NCR Group) in or with respect to the retail, hospitality and digital banking businesses, in each case as more fully described in NCR's Form 10-K filed with the SEC on February 27, 2023 and/or reflected in the financial statements for the reportable segments of the same names included therein, and (2) the merchant acquiring services in the retail, hospitality and other industries described as being part of NCR's payments & network segment therein and/or reflected in the financial statements for such segment therein, in each case as conducted at any time prior to the Distribution by them or any of their current or former affiliates, subsidiaries, divisions or businesses.

"**NCR Common Stock**" means all of the issued and outstanding shares of common stock of NCR, par value $0.01 per share.

"**NCR Excluded Natural Evolution Fields**" has the meaning set forth on Schedule 3.

"**NCR Excluded Technology**" means the Technology specified in Schedule 1B that is owned as of the Effective Date by NCR or any of its Affiliates who are Affiliates of NCR as of the Effective Date, regardless if such Technology is accessible by or in the possession of ATMCo or any of its Affiliates as of the Effective Date. In addition, NCR Excluded Technology shall also include any Technology that is owned as of the Effective Date by ATMCo or any of its Affiliates who are Affiliates of ATMCo as of the Effective Date that is (a) subsequently assigned to NCR or any of its Affiliates by ATMCo or any of its Affiliates, and (b) agreed to by the Parties to be NCR Excluded Technology and added to Schedule 1B ("**NCR Added Excluded Technology**").

"**NCR Group**" means (i) NCR and each of its Subsidiaries immediately following the Distribution, and (ii) each Person that becomes a Subsidiary of NCR after the Distribution, in each case, other than the members of the ATMCo Group.

"**NCR Licensed Patents**" means the Licensed Patents of NCR or any of its applicable Affiliates (such as those as of the Effective Date).

"**NCR Licensed Technology**" means the Licensed Technology of NCR or any of its applicable Affiliates (such as those as of the Effective Date). In addition and not withstanding anything to the contrary herein, NCR Licensed Technology shall also include (a) any Technology owned as of the Effective Date by ATMCo or any of its Affiliates who are Affiliates of ATMCo as of the Effective Date, and (b) any Technology owned by any Delayed Asset Entity as of its Delayed Asset Transfer Date or assigned to NCR or any of its Affiliates by any Delayed Asset Entity between the Effective Date and its Delayed Asset Transfer Date, in all cases, that is subsequently assigned to NCR or any of its Affiliates by ATMCo or any of its Affiliates that is not NCR Excluded Technology (including NCR Added Excluded Technology). For further clarity, NCR Licensed Technology is deemed to be Confidential Information of NCR and/or its Affiliates and shall be treated as such in accordance with, including subject to the corresponding obligations (including confidentiality) of, this Agreement.

NCR Non-Improvable Technology" means the Technology specified in Schedule 2B that is owned as of the Effective Date by NCR or any of its Affiliates who are Affiliates of NCR as of the Effective Date, regardless if such Technology is accessible by or in the possession of ATMCo or any of its Affiliates as of the Effective Date. In addition, NCR Non-Improvable Technology shall also include any Technology that is owned as of the Effective Date by ATMCo or any of its Affiliates who are Affiliates of ATMCo as of the Effective Date that is (a) subsequently assigned to NCR or any of its Affiliates by ATMCo or any of its Affiliates, and (b) agreed to by the Parties to be NCR Non-Improvable Technology and added to Schedule 2B ("**NCR Added Non-Improvable Technology**").

"**NCR Non-Patent and Trademark Licensed Intellectual Property Rights**" means the Licensed Non-Patent and Trademark Intellectual Property Rights of NCR or any of its applicable Affiliates (such as those as of the Effective Date). In addition and not withstanding anything to the contrary herein, NCR Non-Patent and Trademark Licensed Intellectual Property Rights shall also include (a) any Non-Patent and Trademark Intellectual Property Rights owned as of the Effective Date by ATMCo or any of its Affiliates who are Affiliates of ATMCo as of the Effective Date, and (b) any Non-Patent and Trademark Intellectual Property Rights owned by a Delayed Asset Entity as of its Delayed Asset Transfer Date or assigned to ATMCo or any of its Affiliates by a Delayed Asset Entity between the Effective Date and its Delayed Asset Transfer Date, in all cases, that are subsequently assigned to NCR or any of its Affiliates by ATMCo or any of its Affiliates that are not primarily used or held for use primarily in conjunction with NCR Excluded Technology (including NCR Added Excluded Technology).

"**Non-Patent and Trademark Intellectual Property Rights**" means, on a worldwide basis, all copyrights, know-how related rights, trade secrets and other confidential information related rights, data and database rights, and other intellectual and industrial property rights (including those related to Technology) and similar and equivalent rights to any of the foregoing. Notwithstanding the preceding sentence and for further clarity, Non-Patent and Trademark Intellectual Property Rights does not include Trademark Rights.

"**NYSE**" means the New York Stock Exchange.

"**Patent Applications**" means, on a worldwide basis, all applications to obtain a Patent, including provisionals, continuations, divisionals, continuations-in-part, and re-examination and reissue applications. Patent Applications shall also include any Patent Application that is filed for an invention disclosed in a formal Invention Disclosure Record ("**IDR**") submitted via NCR's IDR portal during the three (3) years prior to the Effective Date for which a Patent Application has not been filed prior to the Effective Date, including those for which a filing decision has not been made as of the Effective Date.

"**Patents**" means, on a worldwide basis, all national, regional, international and any other patents (including utility patents and models, design patents and patents arising from any Patent Applications), including any extensions, renewals and substitutions thereof or therefor.

"**Person**" means any natural person, corporation, general or limited partnership, limited liability company or partnership, joint stock company, joint venture, association, trust, bank, trust company, land trust, business trust or other organization, whether or not a legal entity, and any Governmental Authority.

"**Proceeding**" means any claim, charge, demand, action, cause of action, suit, countersuit, arbitration, litigation, inquiry, subpoena, proceeding, or investigation of any kind by or before any court, grand jury, Governmental Authority or any arbitration or mediation tribunal or authority.

"**Record Date**" means October 2, 2023.

"**Registration Statement**" means the Registration Statement on Form 10 of ATMCo (which includes the Information Statement) relating to the registration under the Exchange Act of ATMCo Common Stock, including all amendments or supplements thereto.

"**Subsidiary**" means with respect to any Person (i) a corporation, fifty percent (50%) or more of the voting or capital stock of which is, as of the time in question, directly or indirectly owned by such Person and (ii) any other partnership, joint venture, association, joint stock company, trust, unincorporated organization or other entity in which such Person, directly or indirectly, owns fifty percent (50%) or more of the equity or economic interest thereof or has the power to elect or direct the election of fifty percent (50%) or more of the members of the governing body of such entity or otherwise has control over such entity (e.g., as the managing partner of a partnership).

"**Technology**" means, on a worldwide basis, in whatever form or medium (including in writing, electronic or any other tangible or intangible form or medium), all discoveries, ideas, concepts, creations, inventions, invention disclosures, innovations, developments, research and development (including plans, studies, data, results, and associated notes and notebooks), Improvements, trade secrets and other confidential information, know-how, designs, plans, specifications, schematics, diagrams, charts (including flow charts), drawings, blueprints, manuals, mask works, protocols, methods, processes, techniques, methodologies, algorithms, formulae, features, functions, interfaces (including APIs and GUIs), software (whether in source code, object code or any other form) and related databases and documentation, arrangements, structures and appearances (including of non-copyrightable elements, features, functions and interfaces), data and data works, and other works of authorship, technology and intellectual or industrial property (including information, data, documentation and materials), whether proprietary or not.

"**Third Party Unlicensed Solutions**" means a Solution of or provided by a third party other than any of the Affiliates of a Party that is not used, sold or licensed, imported, exported or otherwise disposed of as a part of, in or with such Party's or any of its Affiliates' ordinary business and is solely or principally made, used, sold or licensed, imported, exported or otherwise disposed of or provided for, by or to such Party or any if its Affiliates to enable such Solution to obtain the benefits of any aspect of the license granted to such Party or any of its Affiliates herein.

"**Trademark Rights**" means, on a worldwide basis, all trademarks, service marks and rights in or to trade names, business (including product and service) brands and names, logos, symbols and slogans, trade dress, domain names, social media handles and names, and other identifiers and similar items.

Each of the above defined terms (as well as the other terms defined herein), while defined in the singular or plural (as the case may be), may also be used herein in the plural or the singular, respectively, to mean the plural or the singular of the defined term, and different tenses of these terms shall have the corresponding meaning as those terms. The use of "include", "including" or other tenses of those terms means respectively "include, without limitation,", "including, without limitation" and with respect to other tenses as if ", without limitation," immediately follows such other tenses.

ARTICLE 2
LICENSES, RIGHTS AND ASSOCIATED LIMITATIONS AND OBLIGATIONS

2.1 Termination of Licenses in Prior Agreements. Immediately prior to the licenses granted in this Article 2 going into effect, the licenses granted in the Prior Agreements (in Article 3 of both) are hereby terminated and shall cease to apply going forward.

2.2 Interim License for the Delayed Asset Entities. Subject to the terms and conditions of this Agreement, ATMCo on behalf of itself and its Affiliates hereby grants (and to the extent ATMCo does not have the right or authority to do so on behalf of one or more of its Affiliates, it will ensure each such Affiliate grants) to each of the Delayed Asset Entities a personal, non-exclusive, non-assignable, sublicensable (but only to the extent required to carry out the ATMCo Business), fully paid-up (including without the obligation to pay any royalties), perpetual, worldwide license under the intellectual property rights (including Patents, Trademark Rights, copyrights and trade secret rights) and to use the Technology (including under such intellectual property rights), in all cases, owned by ATMCo or any of its Affiliates to carry out the ATMCo Business as carried out by such Delayed Asset Entity as of the Effective Date, and Natural Evolutions thereof made by of for such Delayed Asset Entity, in all cases, until the Delayed Asset Transfer Date for such Delayed Asset Entity.

2.3 Patent Licenses.

(a) Patent License to ATMCo. Subject to the terms and conditions of this Agreement, NCR on behalf of itself and its Affiliates hereby grants (and to the extent NCR does not have the right or authority to do so on behalf of one or more of its Affiliates, it will ensure each such Affiliate grants) to ATMCo and each of its Affiliates a non-exclusive, non-assignable (except as provided in Section 2.7 or Article 3), non-sublicensable (except as provided in Section 2.8), fully paid-up (including without the obligation to pay any royalties), perpetual and irrevocable, worldwide license under the NCR Licensed Patents:

(i) to make (including have made), offer for sale or license, sell or license, use, import, export or otherwise dispose of ATMCo's and its Affiliates' Licensed Solutions and Natural Evolutions thereof other than Third Party Unlicensed Solutions;

(ii) to use (A) the methods and processes used by ATMCo and its Affiliates to carry out their businesses as of the Effective Date, (B) the methods and processes used by any Delayed Asset Entity in conjunction with carrying out the ATMCo Business, as of and between the Effective Date and its Delayed Asset Transfer Date, and (C) Natural Evolutions of any of the foregoing other than Third Party Unlicensed Solutions; and

(iii) to otherwise carry out their (A) businesses (including Business Operations) as of the Effective Date, (B) the ATMCo Business of any Delayed Asset Entity as of and between the Effective Date and its Delayed Asset Transfer Date ("**ATMCo Delayed Asset Entity Businesses**"), and (C) Natural Evolutions of any of the foregoing other than Third Party Unlicensed Solutions.

Notwithstanding anything to the contrary and for further clarity, the license in this Section 2.3(a) excludes any rights (including making (including having made), offering for sale or license, selling or licensing, using, importing, exporting or otherwise disposing, or using any methods and processes) with respect to Third Party Unlicensed Solutions. In addition and notwithstanding anything to the contrary herein, for a period of three (3) years immediately following the Effective Date, the license in this Section 2.3(a) shall not apply to or for, or provide any rights with respect to, any Solutions (including use thereof) or Business Operations for, within or directed to the NCR Business, including Natural Evolutions of any such Solution or Business Operation. For further clarity, this paragraph shall no longer apply after such period.

(b) Patent License to NCR. Subject to the terms and conditions of this Agreement, ATMCo on behalf of itself and its Affiliates hereby grants (and to the extent ATMCo does not have the right or authority to do so on behalf of one or more of its Affiliates, it will ensure each such Affiliate grants) to NCR and each of its Affiliates a non-exclusive, non-assignable (except as provided in Section 2.7 or Article 3), non-sublicensable (except as provided in Section 2.8), fully paid-up (including without the obligation to pay any royalties), perpetual and irrevocable, worldwide license under the ATMCo Licensed Patents:

(i) to make (including have made), offer for sale or license, sell or license, use, import, export or otherwise dispose of NCR's and its Affiliates' Licensed Solutions and Natural Evolutions thereof other than Third Party Unlicensed Solutions;

(ii) to use (A) the methods and processes used by NCR and its Affiliates to carry out their businesses as of the Effective Date, (B) the methods and processes used by any Delayed Asset Entity in conjunction with carrying out the NCR Business, as of and between the Effective Date and its Delayed Asset Transfer Date, and (C) the Natural Evolutions of any of the foregoing other than Third Party Unlicensed Solutions; and

(iii) to otherwise carry out their (A) businesses (including Business Operations) as of the Effective Date, (B) the NCR Business of any Delayed Asset Entity as of and between the Effective Date and its Delayed Asset Transfer Date ("**NCR Delayed Asset Entity Businesses**"), and (C) Natural Evolutions of any of the foregoing other than Third Party Unlicensed Solutions.

Notwithstanding anything to the contrary and for further clarity, the license in this Section 2.3(b) excludes any rights (including making (including having made), offering for sale or license, selling or licensing, using, importing, exporting or otherwise disposing, or using any methods and processes) with respect to Third Party Unlicensed Solutions. In addition and notwithstanding anything to the contrary herein, for a period of three (3) years immediately following the Effective Date, the license in this Section 2.3(b) shall not apply to or for, or provide any rights with respect to, any Solutions (including use thereof) or Business Operations for, within or directed to the ATMCo Business, including Natural Evolutions of any such Solution or Business Operation. For further clarity, this paragraph shall no longer apply after such period.

2.4 Technology Licenses.

(a) Technology License to ATMCo. Subject to the terms and conditions of this Agreement, NCR on behalf of itself and its Affiliates hereby grants (and to the extent NCR does not have the right or authority to do so on behalf of one or more of its Affiliates, it will ensure each such Affiliate grants) to ATMCo and each of its Affiliates a non-exclusive, non-assignable (except as provided in Section 2.7 or Article 3), non-sublicensable (except as provided in Section 2.8), fully paid-up (including without the obligation to pay any royalties), perpetual and irrevocable, worldwide license under the NCR Non-Patent and Trademark Licensed Intellectual Property Rights:

(i) to use, reproduce and make Improvements of or to the NCR Licensed Technology in conjunction with and to carry out (A) their businesses as of the Effective Date, (B) the ATMCo Delayed Asset Entity Businesses, and (C) Natural Evolutions of any of the foregoing;

(ii) to distribute, disclose, import or export (in accordance with appliable Law) the NCR Licensed Technology solely for the purposes for which it is licensed in and by, and subject to the license rights in, this Section 2.4(a) (A) between ATMCo Affiliates (including to and from ATMCo), and (B) to the extent required in conjunction with the granting of any right to sublicense the NCR Licensed Technology to anyone else as and to the extent such right to sublicense is expressly permitted herein, provided that in all cases, the NCR Licensed Technology is distributed, disclosed, imported or exported subject to confidentiality obligations at least as protective as the confidentiality obligations provided herein; and

(iii) to otherwise use the NCR Licensed Technology in conjunction with and to carry out (A) their businesses as of the Effective Date, (B) the ATMCo Delayed Asset Entity Businesses, and (C) Natural Evolutions of any of the foregoing, including with respect to ATMCo's and its Affiliates' Licensed Solutions and Natural Evolutions thereof.

For further clarity, the license granted to ATMCo and its Affiliates in Section 2.3(a) with respect to NCR Licensed Patents shall apply (but only to the extent such license remains in effect) to the license granted in this Section 2.4(a) with respect to the NCR Licensed Technology, and as such means, together with the other terms of the licenses granted in this Section 2.4(a), shall include the right for ATMCo and its Affiliates to use the NCR Licensed Technology to make, offer for sale or license, sell or license, use, import, export, distribute or otherwise dispose of ATMCo's and its Affiliates' Licensed Solutions and Natural Evolutions thereof (including to incorporate and use the NCR Licensed Technology in or with ATMCo's and its Affiliates' Licensed Solutions and Natural Evolutions thereof), including in conjunction with the rights granted in Section 2.4(a)(i).

Upon ATMCo's (or any of its Affiliates') request, NCR (or any of its Affiliates) shall deliver to ATMCo (or such Affiliate thereof, as applicable), or grant ATMCo (or such Affiliate thereof, as applicable) access to obtain, the NCR Licensed Technology to the extent it is in the possession or control of NCR (or any of its Affiliates), including information, documents and materials that are included in the NCR Licensed Technology, as may be reasonably required for ATMCo (or such Affiliate thereof, as applicable) to receive the benefits of or exercise its rights with respect to the NCR Licensed Technology. (This paragraph will be referenced herein as Paragraph 2.4.1.)

Notwithstanding anything to the contrary herein, for a period of three (3) years immediately following the Effective Date, the license in this Section 2.4(a) shall not apply to or for, or provide any rights with respect, to any Technology or Solutions (including use thereof) for, within or directed to the NCR Business, including any Natural Evolutions of any such Technology or Solution. For further clarity, this paragraph shall no longer apply after such period.

(b) Technology License to NCR. Subject to the terms and conditions of this Agreement, ATMCo on behalf of itself and its Affiliates hereby grants (and to the extent ATMCo does not have the right or authority to do so on behalf of one or more of its Affiliates, it will ensure each such Affiliate grants) to NCR and each of its Affiliates a non-exclusive, non-assignable (except as provided in Section 2.7 or Article 3), non-sublicensable (except as provided in Section 2.8), fully paid-up (including without the obligation to pay any royalties), perpetual and irrevocable, worldwide license under the ATMCo Non-Patent and Trademark Licensed Intellectual Property Rights:

(i) to use, reproduce and make Improvements of or to the ATMCo Licensed Technology in conjunction with and to carry out (A) their businesses as of the Effective Date, (B) the NCR Delayed Asset Entity Businesses, and (C) Natural Evolutions of any of the foregoing;

(ii) to distribute, disclose, import or export (in accordance with appliable Law) the ATMCo Licensed Technology solely for the purposes for which it is licensed in and by, and subject to the license rights in, this Section 2.4(b) (A) between NCR Affiliates (including to and from NCR), and (B) to the extent required in conjunction with the granting of any right to sublicense the ATMCo Licensed Technology to anyone else as and to the extent such right to sublicense is expressly permitted herein, provided that in all cases, the ATMCo Licensed Technology is distributed, disclosed, imported or exported subject to confidentiality obligations at least as protective as the confidentiality obligations provided herein; and

(iii) to otherwise use the ATMCo Licensed Technology in conjunction with and to carry out (A) their businesses as of the Effective Date, (B) the NCR Delayed Asset Entity Businesses, and (C) Natural Evolutions thereof, including with respect to NCR's and its Affiliates' Licensed Solutions and Natural Evolutions thereof.

For further clarity, the license granted to NCR and its Affiliates in Section 2.3(b) with respect to ATMCo Licensed Patents shall apply to (but only to the extent such license remains in effect) the license granted in this Section 2.4(b) with respect to the ATMCo Licensed Technology, and as such means, together with the other terms of the license granted in this Section 2.4(b), shall include the right for NCR and its Affiliates to use the ATMCo Licensed Technology to make, offer for sale or license, sell or license, use, import, export, distribute or otherwise dispose of NCR's and its Affiliates' Licensed Solutions and Natural Evolutions thereof (including to incorporate and use the ATMCo Licensed Technology in or with NCR's and its Affiliates' Licensed Solutions and Natural Evolutions thereof), including in conjunction with the rights granted in Section 2.4(b)(i).

Upon NCR's (or any of its Affiliates') request, ATMCo (or any of its Affiliates) shall deliver to NCR (or such Affiliate thereof, as applicable), or grant NCR (or such Affiliate thereof, as applicable) access to obtain, the ATMCo Licensed Technology to the extent it is in the possession or control of ATMCo (or any of its Affiliates), including information, documents and materials that are included in the ATMCo Licensed Technology, as may be reasonably required for NCR (or such Affiliate thereof, as applicable) to receive the benefits of or exercise its rights with respect to the ATMCo Licensed Technology. (This paragraph will be referenced herein as Paragraph 2.4.2.)

Notwithstanding anything to the contrary herein, for a period of three (3) years immediately following the Effective Date, the license in this Section 2.4(b) shall not apply to or for, or provide any rights with respect, to any Technology or Solutions (including use thereof) for, within or directed to the ATMCo Business, including any Natural Evolutions of any such Technology or Solution. For further clarity, this paragraph shall no longer apply after such period.

Notwithstanding anything to the contrary, none of the licenses (or the associated license rights) granted or provided in Section 2.4 shall apply to any Improvements of or to any of the Licensed Technology, provided, however, this provision shall not affect any rights granted herein to make Improvements of or to the Licensed Technology.

2.5 Limitation on License Rights and Associated Obligations.

(a) Challenging Licensed Patents. During the Term of this Agreement, if either Party or any of its Affiliates (a) directly or indirectly challenges, including in any court or administrative office or in any Proceeding, the validity or enforceability of any of the Licensed Patents of the other Party or any of its Affiliates, or (b) brings, or causes to be brought, directly or indirectly any re-examination or IPR proceeding with respect to any of the Licensed Patents of such other Party or any of its Affiliates, then the Patent license (and the associated license rights) applicable to such Party and its Affiliates may be terminated with respect to any or all Licensed Patents of such other Party and its Affiliates by such other Party and (if such other Party exercises such termination right) no longer apply going forward to such Party and its Affiliates unless such challenge, re-examination, IPR proceeding, or other Proceeding is terminated and withdrawn or, otherwise resolved to the reasonable satisfaction of such other Party, as soon as reasonably practicable, but in no event later than ninety (90) days, after receipt of notice from such other Party of its intent to terminate such Patent license (and the associated license rights); provided, however, that nothing contained in this Section 2.5(a) shall preclude (or result in a termination of) such Licensed Patent (or the associated rights) in the case of the assertion of any defense, the making of any counterclaim or the bringing of any declaratory judgment action (including with respect to non-infringement, invalidity or unenforceability), or re-examination or IPR proceeding, in opposition to any prior written Patent assertion against such Party or any of its Affiliates brought by such other Party or any of its Affiliates.

(b) Technology License to ATMCo.

(i) Notwithstanding anything to the contrary herein, the license granted in Section 2.4(a) shall not apply with respect to any NCR Excluded Technology (including for clarity any NCR Added Excluded Technology). In addition, ATMCo on behalf of itself and its Affiliates hereby (and to the extent ATMCo does not have the right or authority to do so on behalf of one or more of its Affiliates, it will ensure each such Affiliate) covenants not to use the NCR Excluded Technology (including for clarity any NCR Added Excluded Technology) in any way or manner, except as provided by another agreement.

(ii) Notwithstanding anything to the contrary herein, the license granted in Section 2.4(a) shall not provide ATMCo or any of its Affiliates any right to make any Improvements of or to any of the NCR Non-Improvable Technology (including for clarity any NCR Added Non-Improvable Technology). In addition, ATMCo on behalf of itself and its Affiliates hereby (and to the extent ATMCo does not have the right or authority to do so on behalf of one or more of its Affiliates, it will ensure each such Affiliate) covenants not to make any Improvements of or to any of the NCR Non-Improvable Technology (including for clarity any NCR Added Non-Improvable Technology), except as provided by another agreement.

(c) Technology License to NCR.

(i) Notwithstanding anything to the contrary herein, the license granted in Section 2.4(b) shall not apply with respect to any ATMCo Excluded Technology (including for clarity any ATMCo Added Excluded Technology). In addition, NCR on behalf of itself and its Affiliates hereby (and to the extent NCR does not have the right or authority to do so on behalf of one or more of its Affiliates, it will ensure each such Affiliate) covenants not to use the ATMCo Excluded Technology (including for clarity any ATMCo Added Excluded Technology) in any way or manner, except as provided by another agreement.

(ii) Notwithstanding anything to the contrary herein, the license granted in Section 2.4(b) shall not provide NCR or any of its Affiliates any right to make any Improvements of or to any of the ATMCo Non-Improvable Technology (including for clarity any ATMCo Added Non-Improvable Technology). In addition, NCR on behalf of itself and its Affiliates hereby (and to the extent NCR does not have the right or authority to do so on behalf of one or more of its Affiliates, it will ensure each such Affiliate) covenants not to make any Improvements of or to any of the ATMCo Non-Improvable Technology (including for clarity any ATMCo Added Non-Improvable Technology), except as provided by another agreement, except as provided by another agreement.

2.6 Non-Party Related License Rights.

(a) Prior Affiliates. Except as otherwise provided herein, the license (and the associated license rights) granted herein to an Affiliate of a Party shall terminate and cease to apply going forward on the date such Affiliate ceases to be an Affiliate of such Party.

(b) Future Affiliates. The license (and the associated license rights) granted herein shall apply to future Affiliates of a Party, but shall only become effective with respect to a future Affiliate beginning on the date such future Affiliate becomes an Affiliate of such Party, and for clarity, shall only apply beginning on that date and going forward. Notwithstanding the preceding sentence, any future Affiliate of a Party who has been informed in writing that it is infringing or that it requires a license under one or more Patents of the other Party or any of its Affiliates ("**Patent Dispute**") prior to such other Party or any of its Affiliates becoming aware that such future Affiliate will become an Affiliate of such Party shall not be entitled to receive or obtain the benefits of the license (and the associated license rights) granted herein with respect to the Patents that are subject to that matter and such license (and the associated license rights) shall not be effective with respect to such future Affiliate unless and until such Patent Dispute is resolved to the reasonable satisfaction of the other Party.

(c) Spin-Outs.

(i) License Rights. If subsequent to the Effective Date, a Party should spin-out any Affiliate, business or Solution-line as a standalone entity (for clarity, such entity is not acquired by another Person as part of, in conjunction with or associated with the spin-out) the licenses (and the associated license rights) shall continue to apply to such standalone entity to the extent they are applicable to the Solutions, Technology and Business Operations of such standalone entity as of the date of such spin-out and the Natural Evolutions thereof. If such standalone entity is subsequently acquired by another Person ("**Acquirer**"), such licenses (and the associated license rights) will immediately become limited to the Solutions, Technology and Business Operations, to which such licenses are applicable, of such standalone entity as of the date of such acquisition of such standalone entity by the Acquirer ("**Standalone Entity ST&B**") and not apply to any future or further Natural Evolutions thereof unless they are specifically tied to and based on the Standalone Entity ST&B (where for further clarity, such licenses (and the associated license rights) shall not apply to (A) any existing

Solutions, Technology or Business Operations of the Acquirer, (B) any Improvements of or to any existing Solutions, Technology or Business Operations of the Acquirer, or (C) any new Solutions, Technology or Business Operations of the Acquirer, except in the case of each of Section 2.6(c)(i)(B) and Section 2.6(c)(i)(C) that are specifically tied to and based on the Standalone Entity ST&B).

(ii) Conditions with respect to the License Rights. The licenses (and the associated license rights) specified in Section 2.6(c)(i) with respect to the standalone entity and the Acquirer are conditioned on and subject to the following:

(A) in the case of a spin-out, the other Party is informed in writing of the spin-out, and in the case of an acquisition, the other Party is informed in writing of the acquisition, in each case, promptly following the consummation thereof;

(B) in the case of an acquisition, the Acquirer agrees in writing to be bound by all applicable terms of this Agreement (including the limitation of the licenses (and the associated license rights)) specified in this Article 2 (including Section 2.6(c)(i)); and

(C) the Patent license (and the associated license rights) of or applicable to the entity or the Acquirer, as the case may be, may be terminated with respect to any or all of the Licensed Patents of the other Party and its Affiliates by such other Party and (if such other Party exercises such termination right) no longer apply going forward if such entity or Acquirer, as the case may be, directly or indirectly asserts any Patent against:

(1) such other Party or any of its Affiliates;

(2) any Solutions, Technology or Business Operations of such other Party or any of its Affiliates; or

(3) any customers of such other Party or any of its Affiliates with respect to any Solutions Technology or Business Operations provided for the purposes provided, to or for such customers by or for such other Party or any of its Affiliates, or Persons operating on behalf of and for such other Party or any of its Affiliates (including any of their developers, manufacturers, distributors or resellers) with respect to any of the Solutions, Technology or Business Operations of, for, to or to be provided to such other Party or any of its Affiliates;

unless, in each case, such assertion is terminated and withdrawn by such entity or Acquirer, as the case may be, or is otherwise resolved to the reasonable satisfaction of such other Party, as soon as reasonably practicable, but in no event later than ninety (90) days, after receipt of written notice from such other Party of its intent to terminate the Patent license (and the associated license rights).

Nothing contained in this Section 2.6 shall in any way affect the license (and the associated license rights) granted herein to the other Party or any of its Affiliates, and it shall continue unchanged as set forth herein.

2.7 Right to Assign License Rights.

(a) Assignment of License Rights. The right of a Party to assign its (and its Affiliates') licenses (and the associated license rights) granted to it herein in their entirety is provided by Article 3. A Party and its Affiliates shall have the right to assign the one or more portions of the licenses (and the associated license rights) granted to it in Sections 2.3 and 2.4 ("**License Portion(s)**") that are applicable to any one or more portions of its businesses or any of its Solution-lines ("**Sale Portion(s)**"), in all cases, in conjunction with the sale of all or substantially all of the assets or equity of or for such Sales Portion(s) to an acquirer (which as used in this Section 2.7 shall be referred to as the "**assignee**", and each assigning Party or any of its Affiliates, as the case may be, shall be referred to in this Section 2.7 as the "**assignor**"), but only to the extent to which such licenses are applicable to the Solutions, Technology and Business Operations of the Sales Portion(s) that are acquired as of the date of the assignment ("**Acquired ST&B**") and not any future or further Natural Evolutions thereof unless they are specifically tied to and based on the Acquired ST&B (where for further clarity, such licenses (and the associated license rights) shall not apply to (i) any existing Solutions, Technology or Business Operations of the assignee, (ii) any Improvements of or to any existing Solutions, Technology or Business Operations of the assignee, or (iii) any new Solutions, Technology or Business Operations of the assignee, except in the case of each of Section 2.7(a)(ii) and Section 2.7(a)(iii) that are specifically tied to and based on the Acquired ST&B). For further clarity, any assignment under this Section 2.7(a) must be of the applicable license rights granted in both Sections 2.3 and 2.4. The license rights granted in either of those Sections are not assignable individually or separately.

(b) Conditions with respect to Assignment of License Rights. The license and License Portion(s) (and the associated license rights) specified in Section 2.5(a) with respect to the assignee are conditioned on and subject to the following:

(i) upon an assignment of the License Portion(s) by assignor to assignee (respectively, "**Assigned License Rights**"), the Assigned License Rights shall terminate with respect to, and no longer apply to, such assignor going forward;

(ii) the other Party is informed in writing of such assignment promptly following such assignment;

(iii) the assignee agrees in writing to be bound by all applicable terms of this Agreement (including the limitation of the Assigned License Rights (and associated license rights) specified in Article 2 (including Section 2.6(a))); and

(iv) the Assigned License Rights (and the associated license rights) of or applicable to the assignee may be terminated with respect to any or all Assigned License Rights of the other Party and its Affiliates by such other Party and (if such other Party exercises such termination right) no longer apply going forward if such assignee directly or indirectly asserts any Patent against:

(A) such other Party or any of its Affiliates;

(B) any Solutions, Technology or Business Operations of such other Party or any of its Affiliates; or

(C) any customers of such other Party or any of its Affiliates with respect to any Solutions, Technology or Business Operations provided, for the purposes provided, to or for such customers by or for such other Party or any of its Affiliates, or Persons operating on behalf of and for such other Party or any of its Affiliates (including any of their developers, manufacturers, distributors or resellers) with respect to any of the Solutions, Technology or Business Operations of, for, to or to be provided to such other Party or any of its Affiliates;

unless, in each case, such assertion is terminated and withdrawn by such entity or Acquirer, as the case may be, or is otherwise resolved to the reasonable satisfaction of such other Party, as soon as reasonably practicable, but in no event later than ninety (90) days, after receipt of written notice from such other Party of its intent to terminate the Assigned License Rights.

Nothing contained in this Section 2.7 shall in any way affect the license (and the associated license rights) granted herein to the other Party or any of its Affiliates, and it shall continue unchanged as set forth herein. All assignments under this Section 2.7 shall be subject to the applicable license (and the associated license rights), including terms and conditions granted by the other Party and its Affiliates herein.

2.8 Right to Sublicense License Rights. The licenses granted in Sections 2.3 and 2.4 to each Party and its Affiliates (including with respect to its have made rights in Section 2.7(b)) shall be sublicensable by it to:

(a) any of their customers for such customers to use the Licensed Solutions and/or Licensed Technology provided by or for such Party or any of its Affiliates to such customers for the purposes provided thereby or therefor; and

(b) any Persons operating on behalf of and for it (including any of its developers, manufacturers, distributors or resellers) with respect to its Licensed Solutions, Licensed Technology and/or Business Operations to the extent such Person is operating on behalf of or for it.

2.9 Anti-Lockout Patent License Rights.

(a) Anti-Lockout Patent License to ATMCo. Subject to the terms and conditions of this Agreement, NCR on behalf of itself and its Affiliates hereby grants (and to the extent NCR does not have the right or authority to do so on behalf of one or more of its Affiliates, it will ensure each such Affiliate grants) to ATMCo and each of its Affiliates a non-exclusive, non-assignable (except as provided in Section 2.7 or Article 3), non-sublicensable (except as provided in Section 2.8) fully paid-up (including without the obligation to pay any royalties), perpetual and irrevocable, worldwide license under any Patents (as defined herein, but as if the last sentence of the definition of Patent Applications does not exist) owned by any of them arising or resulting from any Improvements of or to any of the ATMCo Licensed Technology made by or for NCR or any of its Affiliates for any purpose.

(b) Anti-Lockout Patent License to NCR. Subject to the terms and conditions of this Agreement, ATMCo on behalf of itself and its Affiliates hereby grants (and to the extent ATMCo does not have the right or authority to do so on behalf of one or more of its Affiliates, it will ensure each such Affiliate grants) to NCR and each of its Affiliates a non-exclusive, non-assignable (except as provided in Section 2.7 or Article 3), non-sublicensable (except as provided in Section 2.8) fully paid-up (including without the obligation to pay any royalties), perpetual and irrevocable, worldwide license under any Patents (as defined herein, but as if the last sentence of the definition of Patent Applications does not exist) owned by any of them arising or resulting from any Improvements of or to any of the NCR Licensed Technology made by or for ATMCo or any of its Affiliates for any purpose.

(c) Sublicensees and Assignees. Notwithstanding anything to the contrary herein and for further clarity, each sublicense and assignment of any of the Licensed Technology under this Agreement is subject to and conditioned on such sublicensee and assignee, respectively, agreeing to provide and providing a license of the type specified in Section 2.9(a) or 2.9(b) as if it were ATMCo or NCR (respectively) with respect to any Patents they own arising or resulting from any Improvements of or to the Licensed Technology sublicensed or assigned, as the case may be.

2.10 No Other Rights. Except to the extent specifically provided herein, neither Party nor any of its Affiliates is granted or provided with, or obtains, any license or rights under, to or with respect to any Patents, Non-Patent and Trademark Intellectual Property Rights, Trademark Rights or Technology, including those of the other Party or any of its Affiliates.

2.11 Party Responsible for Affiliates and Other Persons with License Rights. Each Party shall be responsible for any failure of any of its Affiliates or licensees, sublicensees or assignees hereunder by it or any of its Affiliates to abide by any applicable terms of this Agreement or for breach of any applicable terms of this Agreement by any of them.

ARTICLE 3
AGREEMENT AND NON-PATENT AND TRADEMARK INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

3.1 Agreement Assignment Restriction. Except as otherwise expressly provided herein, none of this Agreement, any of the licenses (or the associated license rights) granted in this Agreement or any obligations under this Agreement may be assigned by either Party (or any of its Affiliates) without the prior written consent of the other Party, and any attempted assignment thereof, without such consent, shall be null and void.

3.2 Assignment of Agreement in Whole. This Agreement in its entirety only may be assigned to an Affiliate of a Party or a Person who is not an Affiliate that acquires all or substantially all of a Party's and its Affiliates' business(es) and assets or equity to which this Agreement applies (such Person, the "**Successor**") in conjunction with such acquisition. Should an assignment of this Agreement be made by a Party ("**Assigning Party**") to its Successor, (a) the license(s) (and all of the associated license rights) of the Assigning Party and its Affiliates, along with any associated sublicenses, will immediately terminate upon such assignment and cease to apply going forward to such Assigning Party and its Affiliates, and (b) the licenses (and all of the associated license rights) as they apply to the Successor and any applicable Affiliates thereof will immediately upon such assignment be limited to the Solutions, Technology and Business Operations, to which such licenses are

applicable, of the Assigning Party and its Affiliates as of the date of such acquisition ("**Wholly Acquired ST&B**") and not any future or further Natural Evolutions thereof unless they are specifically tied to and based on the Wholly Acquired ST&B (where for further clarity, such licenses (and the associated license rights) shall not apply to (i) any existing Solutions, Technology or Business Operations of the Successor or any of its Affiliates, (ii) any Improvements of or to any existing Solutions, Technology or Business Operations of the Successor or any of its Affiliates, or (iii) any new Solutions, Technology or Business Operations of the Successor or any of its Affiliates, except in the case of each of Section 3.2(ii) and Section 3.2(iii) that are specifically tied to and based on the Wholly Acquired ST&B). For further clarity, any assignment under this Section 3.2 must be of the applicable license rights granted in both Sections 2.3 and 2.4. The license rights granted in either of those Sections are not assignable individually or separately.

3.3 Conditions Associated with Agreement Assignment and License Rights. The assignment of this Agreement and the licenses (and the associated license rights) specified in Section 3.2 are conditioned on and subject to the following:

(a) the other Party is informed in writing of the assignment promptly following such assignment;

(b) the Successor agrees in writing to be bound by all applicable terms of this Agreement (including the limitation of the licenses (and the associated license rights)) specified in this Article 3 (including the limitation of the Assigned License Rights in Section 3.2); and

(c) the license (and the associated license rights) of or applicable to the Successor may be terminated by the other Party and (if such other Party exercises such termination right) no longer apply going forward if such Successor directly or indirectly asserts any Patent against:

(i) the other Party or any of its Affiliates;

(ii) any Solutions, Technology or Business Operations of such other Party or any of its Affiliates; or

(iii) any customers of such other Party or any of its Affiliates with respect to any Solutions, Technology or Business Operations provided, for the purposes provided, to or for such customers by or for such other Party or any of its Affiliates, or Persons operating on behalf of and for such other Party or any of its Affiliates (including any of their developers, manufacturers, distributors or resellers) with respect to any of the Solutions, Technology or Business Operations of, for, to or to be provided to such other Party or any of its Affiliates;

unless, in each case, such assertion is terminated and withdrawn by such entity or Successor, as the case may be, or is otherwise resolved to the reasonable satisfaction of such other Party, as soon as reasonably practicable, but in no event later than ninety (90) days, after receipt of written notice from such other Party of its intent to terminate the applicable license (and associated license rights).

3.4 Licensed Patents (and associated Patent Applications), Non-Patent and Trademark Intellectual Property Rights and Technology Sale or Assignment. Nothing in this Agreement shall prohibit either Party or any of its Affiliates from assigning any of its Licensed Patents, Associated Patent Applications (as defined in the following sentence), Licensed Non-Patent and Trademark Intellectual Property Rights or Licensed Technology to any Person. Any sale or assignment of any of the (a) Licensed Patents, Licensed Non-Patent and Trademark Intellectual Property Rights or Licensed Technology owned by a Party or any of its Affiliates, or (b) Patent Applications owned by a Party or any of its Affiliates that could give rise to any Licensed Patents ("**Associated Patent Applications**"), in each case shall be subject to the applicable license(s) (and the associated license rights) granted herein with respect thereto.

ARTICLE 4
TERM

This Agreement, including the license (and the associated license rights) granted herein, commence on the Effective Date and remain in effect in perpetuity unless as otherwise provided herein or terminated by the Parties in writing ("**Term**").

ARTICLE 5
CONFIDENTIALITY

5.1 Each Party agrees that any confidential information that it or any of its Affiliates receives from disclosure by or otherwise obtains from, or is granted rights from, the other Party or any of its Affiliates under or in connection with this Agreement, including any Licensed Technology of the other Party or any of its Affiliates ("**Confidential Information**") shall be maintained as confidential by such Party and its Affiliates and not disclosed to any third party (except as provided herein) without the prior written consent of the other Party, and used only for the purposes for which it was provided.

5.2 The schedules attached to this Agreement are, and shall be treated by each Party as, confidential, and not disclosed to any third party without the prior written consent of the other Party.

5.3 Notwithstanding Sections 5.1 and 5.2, each Party shall have the right to disclose (a) the schedules to (i) potential and actual acquirers of or financing sources for such Party, any of its Affiliates or any of their businesses or Solution-lines to which the Licensed Patents, Associated Patent Applications, Licensed Non-Patent and Trademark Intellectual Property Rights or Licensed Technology licensed to it or any of its Affiliates herein is relevant, (ii) potential and actual acquirers of any of its or any of its Affiliates' Licensed Patents, Associated Patent Applications, Licensed Non-Patent and Trademark Intellectual Property Rights or Licensed Technology, and (iii) confirm or make others aware of the licenses and rights granted to it herein, in each case subject to confidentiality obligations that are at least as restrictive as those provided herein, and (b) the schedules and any Confidential Information (i) to its Affiliates and any of its and its Affiliates' employees, contractors, consultants, agents, attorneys, and accountants on a need to know basis subject to confidentiality obligations that are at least as restrictive as those provided herein, and (ii) as required by any court or Governmental Authority or Law, or with respect to enforcement of this Agreement or any of its terms or conditions, provided such Party provides prior notice to the other Party, to the extent it can, so as to afford such other Party an opportunity to protect the confidentiality thereof (including by means of a protective order), with the support of such Party.

ARTICLE 6
DISCLAIMERS AND LIABILITY

6.1 Specific Disclaimers. Without limitation, nothing contained in this Agreement shall be construed as:

(a) a representation or warranty by either Party (or any of its Affiliates) as to the validity, scope, or enforceability of any of the Licensed Patents or Licensed Non-Patent and Trademark Intellectual Property Rights;

(b) a representation or warranty by either Party (or any of its Affiliates) that (i)(A) any activities or the performance thereof, or (B) any of or use of any Solutions or any Business Operations, covered by any of the Licensed Patents, or (ii) the Licensed Technology or its use, will be free from infringement of any Patents or other intellectual property rights, including of any other Person;

(c) conferring on either Party (or any of its Affiliates) any obligation to secure or maintain in force any Patents or registered intellectual property rights or to file or maintain any Patent Applications or to file any registrations for or maintain any registered intellectual property rights;

(d) conferring on either Party (or any of its Affiliates) any obligation to make any determination as to the applicability of any Patent or other intellectual property right to any activity, Solutions, Technology or Business Operations;

(e) imposing on either Party (or any of its Affiliates) any obligation to institute any claim, action or suit for Patent infringement or infringement or misappropriation of any other intellectual property rights, or defend any claim, action or suit brought by any other Person which challenges or concerns the validity or enforceability of any of the Licensed Patents or Licensed Non-Patent and Trademark Intellectual Property Rights of such Party or any of its Affiliates; or

(f) conferring on either Party (or any of its Affiliates) any right to bring any claim or institute any action or suit for Patent infringement or infringement or misappropriation of any other intellectual property rights with respect to any Licensed Patents, Licensed Technology or Licensed Non-Patent and Trademark Intellectual Property Rights of the other Party or any of its Affiliates, nor the right to defend any claim, action or suit which challenges or concerns the validity or enforceability of any of the Licensed Patents or Licensed Non-Patent and Trademark Intellectual Property Rights of such other Party or any of its Affiliates.

6.2 General Disclaimer. **EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, NEITHER PARTY (NOR ANY OF ITS AFFILIATES) MAKES ANY, AND EACH PARTY (AND EACH OF ITS AFFILIATES) HEREBY EXPRESSLY DISCLAIMS ANY AND ALL, REPRESENTATIONS, WARRANTIES AND CONDITIONS, INCLUDING REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ACCURACY, SUFFICIENCY, USEFULNESS, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONAL EFFECTIVENESS, PERFORMANCE, USE, MERCHANTABILITY, QUALITY, TITLE, NON-INFRINGEMENT OR THE LIKE.**

6.3 Limitation on Damages. EXCEPT IN THE CASE OF A BREACH OF (A) PARAGRAPH 2.4.1 OR 2.4.2 TO THE EXTENT IT ADVERSELY AFFECTS IN ANY MATERIAL RESPECT THE NON-BREACHING PARTY OR ANY OF ITS AFFILIATES OR ANY OF THEIR BUSINESSES, (B) THE COVENANTS SET FORTH IN SECTION 2.5(b) OR 2.5(c), (C) OR ANY CONFIDENTIALITY OBLIGATION HEREIN, THE PARTIES EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OR LOSS OF ANY KIND, OR FOR ANY LOST PROFITS, LOSS OF BUSINESS OR OTHER ECONOMIC DAMAGES, EVEN IF SUCH PARTY (OR ANY OF ITS AFFILIATES) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS, ARISING OR RESULTING FROM OR RELATING TO THIS AGREEMENT (INCLUDING THE REQUIREMENTS, OBLIGATIONS OR ACTIVITIES OF SUCH PARTY (OR ANY OF ITS AFFILIATES) PURSUANT TO THIS AGREEMENT), REGARDLESS OF WHETHER SUCH DAMAGES OR LOSS ARE BASED ON BREACH OF WARRANTY OR CONTRACT, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE.

ARTICLE 7
DISPUTE RESOLUTION

7.1 Negotiation.

(a) In the event of a controversy, dispute or claim arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity, termination or breach of this Agreement or otherwise arising out of or in any way related to this Agreement or the transactions contemplated hereby or thereby, including any claim based on Law, contract, tort or otherwise (but excluding any controversy, dispute or claim arising out of any contract with a Third Party if such Third Party is a necessary party to such controversy, dispute or claim) (each a, "**Dispute**"), either Party shall provide written notice of such Dispute to the other Party in writing in accordance with the terms of this Agreement ("**Dispute Notice**"). The Party receiving such Dispute Notice shall have twenty (20) days from the date of delivery of the Dispute Notice (the "**Disagreement Deadline**") to deliver in writing to the other Party its disagreement with the Dispute Notice (a "**Notice of Disagreement**"). If the Party receiving a Dispute Notice serves a timely Notice of Disagreement, the Dispute set forth in the Dispute Notice shall be referred by either Party or any of the members of their respective Groups for negotiation as set forth in this Section 7.1(a). The Parties agree to negotiate in good faith to resolve any noticed Dispute within forty-five (45) days from the time of receipt of the Notice of Disagreement and the forty-five (45) day period is not extended by mutual written consent, then the Chief Executive Officers of the Parties shall enter into negotiations for a reasonable period of time to settle such Dispute; provided, however, that such reasonable period shall not, unless otherwise agreed by the Parties in writing, exceed sixty (60) days from the forty-fifth (45th) day noted above, if and as extended by mutual agreement of the Parties (the "**Negotiation Deadline**").

(b) Notwithstanding anything to the contrary contained in this Agreement, in the event of any Dispute with respect to which a Dispute Notice has been delivered in accordance with this Section 7.1, (i) the relevant Parties shall not assert that a Dispute that was timely at the time a Dispute Notice was served was untimely based on the passage of time after the date of receipt of a compliant Dispute Notice, and (ii) any statute of limitation, contractual time period or deadline under this Agreement to which such Dispute relates (but not any other equitable time period limitation) shall be tolled until final adjudication of the underlying Dispute. All things said or disclosed and all documents produced in the course of any negotiations, conferences and discussions in connection with efforts to settle a Dispute that are not otherwise independently discoverable shall not be offered or received as evidence or used for impeachment or for any other purpose in any Proceeding and shall be considered as to have been said, disclosed or produced for settlement purposes only.

7.2 Right to Seek Urgent Relief Immediately. The Parties' agreement to negotiate and the requirement to provide a Dispute Notice each as described in Section 7.1 shall not prevent either Party from commencing arbitration (according to the procedures set forth in Section 7.3) or court proceedings (for the purposes specified in Section 7.3(e)) in order to seek injunctive or other urgent relief, including but not limited to conservatory measures to maintain the status quo or prevent dissipation of assets or injury to property.

7.3 Arbitration.

(a) If (i) the Dispute has not been resolved for any reason by the Disagreement Deadline and no Notice of Disagreement is delivered by the Disagreement Deadline, or (ii) a timely Notice of Disagreement is delivered and the Dispute has not been resolved for any reason by the Negotiation Deadline, then, in each case of clause (i) and (ii) such Dispute shall, at the request of any relevant Party, be exclusively and finally determined by binding arbitration (as provided for in this Section 7.3) administered by JAMS in accordance with its Comprehensive Arbitration Rules & Procedures effective June 1, 2021, unless the Parties agree in writing to another arbitration service provider and/or rules of arbitration, except, in any event, the applicable rules of arbitration (the "**Rules**") shall be modified as set out herein; provided that any relevant Party may commence arbitration or court proceedings seeking urgent relief (as described in Section 7.2) at any time. Any question of the arbitrability of any Dispute or the existence, scope, validity or enforceability of this Section 7.3 shall be referred to and resolved by the arbitrators.

(b) The seat of arbitration shall be Atlanta, Georgia, unless the Parties agree in writing to another seat of arbitration.

(c) For any Dispute asserting claims exceeding $1 million (or equivalent value) or seeking injunctive relief, the arbitration shall be conducted by a panel of three arbitrators. All other Disputes shall be conducted by a sole arbitrator. In the event any party challenges whether the dispute belongs above or below this monetary threshold for these purposes, the issue shall be resolved exclusively by the administrator of JAMS (or such other arbitration service provider as may be agreed upon in writing by the Parties), and shall be treated as an administrative matter only. In the case of a panel of three arbitrators, each Party shall appoint an arbitrator within twenty (20) days of a Party's receipt of a Party's demand for arbitration. The two Party-appointed arbitrators shall appoint the third and presiding arbitrator within twenty (20) days of the appointment of the second arbitrator. In the case of a sole arbitrator, the arbitrator shall be appointed in accordance with the applicable Rules. If any appointed arbitrator declines, resigns, becomes

incapacitated, or otherwise refuses or fails to serve or to continue to serve as an arbitrator, the Party or arbitrators entitled to appoint such arbitrator shall appoint a successor within twenty (20) days. In the event an arbitrator is not appointed by a Party or the arbitrators within the time periods specified herein, JAMS (or such other arbitration service provider as may be agreed upon in writing by the Parties) shall be authorized to appoint such arbitrator in accordance with the applicable Rules. In all cases, all arbitrators must be a licensed attorney or judge with at least ten years of experience in commercial litigation and/or arbitration. With respect to any Dispute involving one or more claims for which intellectual property is a material aspect of such claim(s), the arbitrator(s) shall possess experience and expertise in the applicable field of intellectual property law.

(d) In the event a Party is in need of urgent relief prior to the appointment of the arbitrator(s), the Parties consent to the procedures and powers provided in the Rules for the appointment of an emergency arbitrator to consider such relief. Notwithstanding any rule to the contrary, the arbitrator(s), once appointed, will have full authority to modify, vacate or supplement any temporary or provisional relief issued by an emergency arbitrator on such grounds as the arbitrator(s) consider appropriate.

(e) Subject to Section 7.3(f), nothing contained herein is intended to or shall be construed to deprive any court of its jurisdiction to issue pre- or post-arbitral injunctions, pre- or post-arbitral attachments, or other orders in aid of arbitration proceedings, or to enforce arbitration judgments and awards rendered hereunder, including by issuing orders confirming such judgments and awards. Without prejudice to such equitable remedies as may be granted by a court of competent jurisdiction, the arbitrators shall have full authority to grant provisional remedies and to direct the parties to request that a court modify or vacate any temporary or preliminary relief issued by such court, and to award damages for the failure of any party to respect the arbitrators' orders to that effect. The Parties agree to accept and honor all orders relating to interim or provisional remedies that are issued by the arbitrators and agree that any such orders may be enforced, as necessary, in any court of competent jurisdiction.

(f) The Parties consent and submit to the jurisdiction of any federal court in the Northern District of Georgia or, where such court does not have jurisdiction, any Georgia state court in Fulton County, Georgia ("**Georgia Courts**") with respect to any Dispute related to, arising out of or resulting from this Agreement (including for urgent relief as set forth in Section 7.2); provided that the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of Georgia Courts in any Proceeding to compel or contest the imposition of arbitration with respect to any Dispute related to, arising out of or resulting from this Agreement and the Parties shall not bring any such Proceedings in any court other than Georgia Courts.

Notwithstanding anything in the preceding sentence to the contrary, any court of competent jurisdiction (whether Georgia Courts or otherwise) shall be entitled to issue pre- or post-arbitral attachments, other orders in aid of arbitration proceedings (including for interim or provisional remedies in aid of arbitration) or orders to enforce arbitration judgments and awards rendered hereunder, including by issuing orders confirming such judgments and awards. In furtherance of the foregoing, (i) irrevocably waives, to the fullest extent it may effectively do so, any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens* or any right of objection to jurisdiction on account of its place of incorporation or domicile, which it may now or hereafter have to the bringing of any such action or proceeding in any Georgia Court; (ii) irrevocably consents to service of process sent by a national courier service (with written confirmation of receipt) to its address identified in Section 8.1; and (iii) irrevocably waives any right to trial by jury in any court as set forth in Section 7.4.

(g) Discovery shall be limited to only: (i) documents directly related to the issues in dispute; (ii) no more than three (3) depositions per Party for any Dispute asserting claims exceeding $1 million (or equivalent value) or seeking injunctive relief, or two (2) depositions per Party for all other Disputes; and (iii) ten (10) interrogatories per Party. The arbitration procedures shall include provision for production of documents relevant to the Dispute; provided that the parties shall make good faith efforts to conduct the arbitration such that all documentary and deposition discovery is completed within ninety (90) days of the appointment of the arbitrator(s) or as soon as reasonably practicable thereafter. All discovery, if any, shall be completed within ninety (90) days of the appointment of the arbitrator(s) or as soon as practicable thereafter. The Parties agree that, without derogating from any other provisions of the Rules allowing for summary disposition, the arbitrator(s) shall permit applications for summary disposition to be filed at least thirty (30) days prior to any scheduled evidentiary hearing, and shall be empowered to grant such applications where justice and efficiency warrant such relief, in which case there shall be no need for a full evidentiary hearing. Adherence to formal rules of evidence in any hearing on the matter shall not be required and the arbitrators shall consider any evidence and testimony that the arbitrators determine to be relevant, in accordance with the Rules and procedures that the arbitrators determine to be appropriate.

(h) The parties shall make good faith efforts to conduct the arbitration such that all written submissions are submitted and any hearing to be conducted is held no later than one hundred and eighty (180) days following appointment of the arbitrators or as soon as reasonably practicable thereafter; provided, however, that the failure to meet such deadline shall not invalidate the arbitration or any award of the arbitrators.

(i) For any Dispute asserting claims exceeding $1 million (or equivalent value) or seeking injunctive relief, the panel of arbitrators shall render a reasoned award. For all other Disputes, the sole arbitrator shall not be required to render a reasoned award, provided, however, that such omission of written reasoning shall not invalidate the arbitration or any award of the sole arbitrator. In all cases, the arbitrator(s) shall make good faith efforts to render an award within thirty (30) days of the close of the hearing on the merits or the final written submission (whichever occurs later) or a soon as practicable thereafter; provided, however, that the failure to meet such deadline shall not invalidate the arbitration or any award of the arbitrator(s). The arbitrator(s) shall be entitled, if appropriate, to award any remedy that is permitted under this Agreement and applicable Law and Rules, including monetary damages, specific performance and other forms of legal and equitable relief. The Parties hereby waive any claim to attorneys' fees, costs and expenses of arbitration, except as may be expressly required by statute, and the arbitrators are not empowered to and shall not award such damages.

(j) The Parties intend that the provisions to arbitrate set forth herein be valid, enforceable and irrevocable, and any award rendered by the arbitrator(s) shall be final and binding on the Parties and shall be the sole and exclusive remedy between the Parties regarding any Dispute presented to the arbitrator(s). The Parties agree to comply and cause the members of their applicable Group to comply with any award made in any such arbitration and agree to the enforcement of or entry of confirming judgment upon such award in any court of competent jurisdiction.

(k) Without limiting the provisions of the Rules, unless otherwise agreed in writing by the Parties, or as may be required by Law or any Governmental Authority, the relevant Parties shall keep, and shall cause the members of their applicable Group to keep, confidential all matters relating to any arbitration hereunder. The Parties agree not to disclose to any third party (i) the existence or status of the arbitration, (ii) all information made known and documents produced in the arbitration not otherwise in the public domain, and (iii) any award arising from the arbitration; provided, however, that such information and awards may be disclosed (x) to the extent reasonably necessary to enforce this Agreement or give effect to this Section 7.3, (y) to enter judgment upon any arbitral award rendered hereunder or as is required to protect or pursue any other legal right, and (z) to the extent otherwise required by Law or a Governmental Authority (including any public disclosure required by securities Laws).

7.4 Continuity of Service and Performance. During the course of resolving a Dispute pursuant to the provisions of this Article VII, the Parties will continue to provide all other services and honor all other commitments under this Agreement with respect to all matters not the subject of the Dispute.

7.5 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF A PROCEEDING ARISING OUT OF OR RELATING TO A DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND THAT NO PARTY TO THIS AGREEMENT OR ANY ASSIGNEE, SUCCESSOR, OR REPRESENTATIVE OF ANY PARTY SHALL REQUEST A JURY TRIAL IN ANY SUCH PROCEEDING NOR SEEK TO CONSOLIDATE ANY SUCH PROCEEDING WITH ANY OTHER PROCEEDING IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.5.

ARTICLE 8
MISCELLANEOUS

8.1 Notices. Notices, requests, instructions or other documents to be given under this Agreement shall be in writing and shall be deemed to have been properly delivered, given and received, (a) on the date of transmission if sent via email (provided, however, that notice given by email shall not be effective unless either (i) a duplicate copy of such email notice is promptly given by one of the other methods described in this Section 8.1 or (ii) the receiving Party delivers a written confirmation of receipt of such notice either by email or any other method described in this Section 8.1 (excluding "out of office" or other automated replies)), (b) when delivered, if delivered personally to the intended recipient, and (c) one Business Day later, if sent by overnight delivery via a national courier service (providing proof of delivery), and in each case, addressed to a party at the address for such party set forth below (or at such other address for a party as shall be specified from time to time in a notice given in accordance with this Section 8.1):

If to NCR:

NCR Voyix Corporation
864 Spring St NW
Atlanta, GA 30308
Attn: General Counsel
kelli.sterrett@ncr.com

If to ATMCo:

NCR Atleos Corporation
864 Spring St NW
Atlanta, GA 30308
Attn: General Counsel
ricardo.nunez@ncratleos.com

8.2 Waiver.

(a) Any provision of this Agreement may be waived if, and only if, such waiver is in writing and signed by the Party against whom the waiver is to be effective.

(b) No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8.3 Modification or Amendment. This Agreement may only be amended, modified or supplemented, in whole or in part, in a writing signed on behalf of each of the Parties in the same manner as this Agreement and which makes reference to this Agreement.

8.4 Titles and Headings. Titles and headings to Sections and Articles are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

8.5 Governing Law. This Agreement, and all actions, causes of action, or claims of any kind (whether at Law, in equity, in contract, in tort or otherwise) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement (including any action, cause of action, or claim of any kind based upon, arising out of, or related to any representation or warranty made in, in connection with, or as an inducement to this Agreement) shall be governed by and construed in accordance with the Law of the State of Maryland, irrespective of the choice of Law principles of the State of Maryland, including without limitation Maryland laws relating to applicable statutes of limitations and burdens of proof and available remedies.

8.6 Specific Performance. The Parties agree that irreparable damage, for which monetary damages (even if available) would not be an adequate remedy, would occur in the event that the provisions of this Agreement were not performed in accordance with their specific terms. Accordingly, it is hereby agreed that the Parties shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which they are entitled in Law or equity.

8.7 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

8.8 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

8.9 Complete Agreement. This Agreement, including its Schedules, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous and contemporaneous negotiations, commitments and writings with respect to the subject matter of this Agreement. This Agreement, including its Schedules, and the SDA, along with any other associated agreements, constitute the agreements that are the subject matter of the transactions contemplated by the SDA and its associated agreements, with this Agreement, including its Schedules, being the sole and exclusive terms and conditions with respect to the subject matter of this Agreement.

8.10 Counterparts. This Agreement may be executed in more than one counterparts, all of which shall be considered one and the same agreement, and shall become effective as of the Effective Date. Execution of this Agreement or any other documents pursuant to this Agreement by email attaching DocuSign or other electronic copy of a signature shall be deemed to be, and shall have the same effect as if it was, executed by an original signature.

[*Signature page follows. The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the Parties hereto have signed and executed this Patent and Technology Cross-License Agreement effective as of the Effective Date.

NCR Voyix Corporation

By: /s/ Michael D. Hayford
Name: Michael D. Hayford
Title: Chief Executive Officer

NCR Atleos Corporation

By: /s/ Timothy C. Oliver
Name: Timothy C. Oliver
Title: President

Exhibit 10.5

EXECUTION VERSION

TRADEMARK LICENSE AND USE AGREEMENT

This Trademark License and Use Agreement ("**Agreement**") is made and effective as of October 16, 2023 by and between NCR Voyix Corporation, a Maryland corporation ("**NCR**"), and NCR Atleos Corporation, a Maryland Corporation ("**ATMCo**"). (NCR and ATMCo may be referred to hereinafter collectively as the "**Parties**" and individually as a "**Party**".)

RECITALS

WHEREAS, the Parties have entered into that certain Separation and Distribution Agreement, dated October 16, 2023 designed to enable the Parties to separate from one another and carry out their respective businesses ("**SDA**");

WHEREAS, NCR and the other members of the NCR Group (defined below) previously granted to Cardtronics USA, Inc. ("**Cardtronics**") and other members of the ATMCo Group (defined below), including ATMCo, a license to use certain trademarks and service marks pursuant to that certain Intellectual Property Assignment and License Agreement by and between NCR and Cardtronics having an effective date as of October 3, 2023 ("**Prior Mark License**");

WHEREAS, around the same time as the execution of this Agreement, the Parties have entered into that certain Patent and Technology Cross-License Agreement ("**PTCLA**"), with the PTCLA being deemed to be effective prior to execution of this Agreement, and the PTCLA terminates the Prior Mark License;

WHEREAS, NCR is the owner of the Licensed Marks (defined below);

WHEREAS, NCR wishes to grant to ATMCo (and its Affiliates), and ATMCo wishes to obtain, a license (for it and its Affiliates) to use the Licensed Marks in accordance with and subject to the terms and conditions set forth herein;

WHEREAS, the Parties wish to clarify the use of the Licensed Marks by them as a result of this Agreement; and

WHEREAS, this Agreement constitutes the Trademark License Agreement referred to in the SDA.

NOW, THEREFORE, in consideration for the promises and covenants forth in this Agreement, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following meanings:

"**Affiliate**" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such specified Person; provided, however, that for purposes of this Agreement, no member of either Group shall be deemed to be an Affiliate of any member of the other Group, including by reason of having common stockholders or one or more directors in common. Notwithstanding the preceding sentence, NCR Del Peru S.A.C. and NCR (Nigeria) PLC shall be deemed to be Affiliates of ATMCo as of their respective Delayed Asset Transfer Dates. As used herein, "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or other interests, by contract or otherwise, where other tenses of "control" have the corresponding meaning.

"**ATMCo Business**" means the business, activities and operations of NCR or any of its Affiliates (such Affiliates measured as of immediately prior to the Distribution and including the members of the ATMCo Group and the members of the NCR Group) in or with respect to the self-service banking, payments & network, and telecommunications and technology businesses, in each case as more fully described in the Registration Statement and/or reflected in the financial statements included therein (including, for the avoidance of doubt, the business, activities and operations of Cardtronics and Moon Inc. described and/or reflected in the financial statements included therein), as conducted at any time prior to the Distribution by them or any of their current or former Affiliates, subsidiaries, divisions or businesses; provided that the ATMCo Business shall not include (1) the business, activities and operations of NCR or any of its Affiliates (including the members of the ATMCo Group and the members of the NCR Group) in or with respect to the retail, hospitality and digital banking businesses, in each case as more fully described in NCR's Form 10-K filed with the SEC on February 27, 2023 and/or reflected in the financial statements for the reportable segments of the same names included therein, or (2) the merchant acquiring services in the retail, hospitality and other industries described as being part of NCR's payments & network segment therein and/or reflected in the financial statements for such segment therein, in each case as conducted at any time prior to the Distribution by them or any of their current or former Affiliates, subsidiaries, divisions or businesses.

"**ATMCo Common Stock**" means all of the issued and outstanding shares of common stock of ATMCo, $0.01 par value per share.

"**ATMCo Excluded Fields**" has the meaning set forth in Schedule 1 (which Schedule is incorporated herein by reference), provided however, at any time after the five (5) year period immediately following the Effective Date, upon a reasonable request in writing from ATMCo to NCR requesting removal of an item in Schedule 1 from Schedule 1, upon written consent from NCR (such consent not to be unreasonably withheld, conditioned, or delayed unless at such time NCR is carrying out, or has a current bona fide intent to carry out, a business in the field of such item) such item shall deemed to be removed from Schedule 1 going forward.

"**ATMCo Fields**" means the fields in which products (including software products) and services ("**Solutions**") made, used, marketed, offered for sale or license, sold or licensed, imported, exported, distributed or otherwise disposed of as of the Effective Date by or for ATMCo or any of its Affiliates in or for the ATMCo Business as of the Effective Date and

Natural Evolutions of any of the foregoing. For further clarity, ATMCo Fields also applies to Solutions made, used, marketed, offered for sale or license, sold or licensed, imported, exported, distributed or otherwise disposed of as of the Effective Date by or for any Delayed Asset Entity primarily in conjunction with carrying out the ATMCo Business as the Effective Date and Natural Evolutions of any of the foregoing. Notwithstanding anything to the contrary herein, ATMCo Fields does not include ATMCo Excluded Fields.

"**ATMCo Group**" means ATMCo and each Person that is a Subsidiary of ATMCo as of immediately prior to the Distribution, and each Person that becomes a Subsidiary of ATMCo after the Distribution.

"**ATMCo Partial Company Name**" means Atleos (or a modification thereof or other name, in either case, approved in advance in writing by NCR (such approval not to be unreasonably withheld)).

"**Business Day**" means any day that is not a Saturday, a Sunday or any other day on which banks are required or authorized by Law to be closed in New York, New York.

"**Delayed Asset Entity**" means each of the entities listed on Schedule 6.

"**Delayed Asset Transfer Date**" means, with respect to a Delayed Asset Entity, the date on which ownership of such Delayed Asset Entity is or its applicable ATMCo Business assets are transferred to its or their intended owner (the effectiveness of any written agreement between the Parties or any of their Affiliates specifically effectuating such transfer deemed sufficient to effectuate such transfer of ownership).

"**Distribution**" means the distribution by NCR to the holders of all of the issued and outstanding shares of NCR Common Stock as of the close of business on the Record Date, on a pro rata basis, of all of the issued and outstanding shares of ATMCo Common Stock.

"**Distribution Date**" means October 16, 2023.

"**Effective Date**" means the time on the Distribution Date immediately following the Distribution.

"**Electronic Addresses**" means Internet domain names, social media addresses and other similar or successor electronic addresses (whether now known or hereafter devised).

"**Governmental Authority**" means any federal, state, local, foreign or international court, government, department, commission, board, bureau or agency, or any other regulatory, self-regulatory, administrative or governmental organization or authority, including the NYSE and any similar self-regulatory body under applicable securities Laws.

"**Group**" means (a) with respect to NCR, NCR and its Affiliates, and (b) with respect to ATMCo, ATMCo and its Affiliates.

"**House Mark**" means "NCR".

"**Improvements**" means any modifications, improvements, enhancements or derivatives (including derivative works).

"**Indemnifiable Loss**" means any and all damages, losses, deficiencies, liabilities (including with respect to infringement, dilution, misuse, or other violation of Marks), obligations, penalties, judgments, settlements, claims, payments, fines, interest, costs, and expenses (including reasonable costs and expenses of any and all Proceedings and demands, assessments, judgments, settlements and compromises relating thereto and the reasonable costs and expenses of attorneys', accountants', consultants' and other professionals' fees and expenses incurred in the investigation or defense thereof or the enforcement of rights hereunder).

"**Indemnifying Party**" means ATMCo, for any indemnification obligation arising under Section 8.1, and NCR, for any indemnification obligation arising under Section 8.2.

"**Information Statement**" means the information statement of ATMCo, included as Exhibit 99.1 to the Registration Statement, including any amendments or supplements thereto.

"**Law**" means any applicable foreign, federal, national, state, provincial or local law (including common law), statute, ordinance, rule, regulation, code or other requirement enacted, promulgated, issued or entered into, or act taken, by a Governmental Authority.

"**License**" means the licenses (and the associated rights) granted with respect to the Licensed Marks in Section 2.1.

"**Licensed Marks**" means the House Mark and the Shared Product Marks.

"**Marks**" means, on a worldwide basis, trademarks, service marks and similar source identifiers (whether registered or unregistered).

"**Natural Evolution**" means the natural or reasonably expected growth, changes (including Improvements) or evolution of a Solution or the ATMCo Business over time, including with respect to and in light of technology, Solutions, and markets. Notwithstanding the preceding sentence, Natural Evolutions shall not include Solutions or any business (including any Natural Evolution of the ATMCo Business) in or for the ATMCo Excluded Fields.

"**NCR Business**" means (1) the business, activities and operations of NCR or any of its Affiliates (such Affiliates measured as of immediately prior to the Distribution and including the members of the ATMCo Group and the members of the NCR Group) in or with respect to the retail, hospitality and digital banking businesses, in each case as more fully described in NCR's Form 10-K filed with the SEC on February 27, 2023 and/or reflected in the financial statements for the reportable segments of the same names included therein, and (2) the merchant acquiring services in the retail, hospitality and other industries described as being part of NCR's payments & network segment therein and/or reflected in the financial statements for such segment therein, in each case as conducted at any time prior to the Distribution by them or any of their current or former Affiliates, subsidiaries, divisions or businesses.

"**NCR Common Stock**" means all of the issued and outstanding shares of common stock of NCR, par value $0.01 per share.

"**NCR Group**" means (i) NCR and each of its Subsidiaries immediately following the Distribution, and (ii) each Person that becomes a Subsidiary of NCR after the Distribution, in each case, other than the members of the ATMCo Group.

"**NCR Partial Company Name**" means Voyix (or a modification thereof or other name, in either case, that is not or does not use or include the ATMCo Partial Company Name or a name that is confusingly similar to the ATMCo Partial Company Name).

"**NYSE**" means the New York Stock Exchange.

"**Person**" means any natural person, corporation, general or limited partnership, limited liability company or partnership, joint stock company, joint venture, association, trust, bank, trust company, land trust, business trust or other organization, whether or not a legal entity, and any Governmental Authority.

"**Proceeding**" means any claim, charge, demand, action, cause of action, suit, countersuit, arbitration, litigation, inquiry, subpoena, proceeding, or investigation of any kind by or before any court, grand jury, Governmental Authority or any arbitration or mediation tribunal or authority.

"**Record Date**" means October 2, 2023.

"**Registration Statement**" means the Registration Statement on Form 10 of ATMCo (which includes the Information Statement) relating to the registration under the Exchange Act of ATMCo Common Stock, including all amendments or supplements thereto.

"**Shared Product Marks**" means the Marks set forth in Schedule 3 (which Schedule is incorporated herein by reference).

"**Subsidiary**" means with respect to any Person (i) a corporation, fifty percent (50%) or more of the voting or capital stock of which is, as of the time in question, directly or indirectly owned by such Person and (ii) any other partnership, joint venture, association, joint stock company, trust, unincorporated organization or other entity in which such Person, directly or indirectly, owns fifty percent (50%) or more of the equity or economic interest thereof or has the power to elect or direct the election of fifty percent (50%) or more of the members of the governing body of such entity or otherwise has control over such entity (e.g., as the managing partner of a partnership).

"**Third Party**" means any Person other than the Parties or any members of their respective Groups.

Each of the above defined terms (as well as the other terms defined herein), while defined in the singular or plural (as the case may be), may also be used herein in the plural or the singular, respectively, to mean the plural or the singular of the defined term, and different tenses of these terms shall have the corresponding meaning as those terms. The use of "include", "including" or other tenses of those terms means respectively "include, without limitation,", "including, without limitation" and with respect to other tenses as if ", without limitation," immediately follows such other tenses.

ARTICLE II
LICENSE

2.1 License. Subject to the terms and conditions of this Agreement, NCR on behalf of itself and its Affiliates who own any of the Licensed Marks hereby grants (and to the extent NCR does not have the right or authority to do so on behalf of such one or more of its Affiliates, it will ensure each such Affiliate grants) to ATMCo and each of its Affiliates (but only during the period in which such Affiliate is an Affiliate of ATMCo):

(a) a personal, exclusive (except as otherwise provided in or by this Agreement, including this Section 2.1(a)), non-transferrable (except as provided in Section 13.4), non-sublicensable (except as provided in Section 2.2), perpetual, irrevocable (except as provided in Section 10.1), fully paid-up (including without any obligation to pay any royalties or other compensation), worldwide license to use, in or for the ATMCo Fields, the House Mark with (i) the ATMCo Partial Company Name, and (ii) the Marks with the respective Solutions solely as set forth in Schedule 2 (which schedule is incorporated herein by reference) and Natural Evolutions of such Solutions, provided the Natural Evolutions of such Solutions are Improvements to such Solutions. Notwithstanding the preceding sentence and for further clarity, (A) such license does not extend to use of the House Mark in the ATMCo Excluded Fields, and (B) such license shall only be exclusive with respect to or in the ATMCo Fields as of the Effective Date (which for further clarity shall not apply to any Natural Evolutions thereof), except as otherwise specified in Schedule 2.

(b) a personal, non-exclusive, non-transferrable (except as provided in Section 13.4), non-sublicensable (except as provided in Section 2.2), perpetual, irrevocable (except as provided in Section 10.1), fully paid-up (including without any obligation to pay any royalties or other compensation), worldwide license to use, in and for the ATMCo Fields, the Shared Product Marks with the respective Solutions solely as set forth in Schedule 3 and the Natural Evolutions of such Solutions, provided the Natural Evolutions of such Solutions are Improvements to such Solution.

Subject to Section 4.3, the License shall include a right to use the Licensed Marks in an Electronic Address.

Notwithstanding anything to the contrary herein, for a period of three (3) years immediately following the Effective Date, the License shall not apply to, or provide any rights with respect to, use of any of the Licensed Marks in or for the NCR Business (including with respect to any Solutions or Natural Evolutions thereof). For further clarity, this paragraph shall no longer apply after such period of three (3) years.

2.2 Sublicensing. ATMCo and its Affiliates (for further clarity, for the period in which they are licensed) shall have the right to sublicense the License to:

(a) the customers of ATMCo or any of such Affiliates for such customers to use the Licensed Marks in conjunction with the corresponding Solutions provided by or for ATMCo or any of such Affiliates to such customers for such customers to use such Licensed Marks in conjunction with such Solutions in a manner which is pre-approved by ATMCo in writing (which may be provided pursuant to the agreement specified in the last paragraph of this Section 2.2) to properly designate the source of origin of such Solutions in a manner which supports ATMCo's and its Affiliates' businesses; and

(b) any Persons operating on behalf of and for ATMCo or any of its Affiliates (including any of its developers, manufacturers, distributors or resellers) to use the Licensed Marks in conjunction with the corresponding Solutions provided by or for ATMCo or any of such Affiliates, to the extent such Person is operating on behalf of and for it with respect to such Solutions in a manner pre-approved by ATMCo in writing (which may be pursuant to the agreement specified in the last paragraph of this Section 2.2) to properly designate the source of origin of such Solutions in support of ATMCo's and its Affiliates' businesses.

Notwithstanding anything to the contrary herein, each sublicense of any of the Licensed Marks to a sublicensee under the License may only be granted and effective by means of a written agreement between ATMCo or such Affiliate and a sublicensee having terms and conditions consistent with this Agreement applicable to such sublicense, including the obligations specified in Articles III and IV. NCR shall be deemed a third party beneficiary of any such agreement, and ATMCo shall be responsible for any breach of the terms and conditions of this Agreement by any sublicensee or any of ATMCo's Affiliates.

2.3 Prior Agreements and Reservations. Notwithstanding anything to the contrary herein, the License is subject to any rights of or obligations to any Third Party under any agreement with respect to any of the Licensed Marks existing as of the Effective Date between NCR or any of its Affiliates and any such Third Party. Except as expressly provided herein, NCR reserves all rights with respect to the Licensed Marks, including with respect to the use, registration and licensing (and sublicensing) thereof.

2.4 No Other Rights. Except to the extent specifically provided herein, no Person is granted or provided with, or obtains, any license or rights under, to or with respect to any Marks owned by NCR or any of its Affiliates.

ARTICLE III
QUALITY STANDARDS

3.1 Quality Control and Standards.

(a) ATMCo and its Affiliates shall use the Licensed Marks only in conjunction with the Solutions to the extent licensed by the License that at all times have a level of quality which equals or exceeds the levels of quality associated with the businesses and operations of the NCR and its Affiliates and their Solutions associated with the Licensed Marks as of the Effective Date.

(b) Each Party and its Affiliates shall use the Licensed Marks in a manner that would not reasonably be expected to disparage or dilute (including tarnish) or reflect negatively on the goodwill of the Licensed Marks or negatively affect (including tarnish) the reputation of the other Party or any of its Affiliates, including by refraining from the use of inappropriate images and materials used in connection with the Licensed Marks.

(c) In the event of any act or omission of either Party or any of its Affiliates which results, or would reasonably be expected to result, in a material adverse effect on the business or reputation of the other Party or any of its Affiliates or the Licensed Marks, or materially tarnishes, or would reasonably be expected to materially tarnish, the reputation of the other Party or any of its Affiliates, the Parties and their Affiliates, as applicable will reasonably cooperate in good faith with each other to promptly implement a plan and effort to address and remedy the foregoing harm in a form reasonably approved in writing by the Parties, with the Party (and their Affiliates, as applicable) causing the harm, or reasonably expected to cause the harm bearing all out of pocket costs and expenses relating to such plan and effort.

ARTICLE IV
USE OF THE LICENSED MARKS

4.1 Use of Licensed Marks.

(a) ATMCo and its Affiliates shall use the Licensed Marks in accordance with applicable trademark usage principles and industry standards, any guidelines provided by NCR to ATMCo, and in accordance with all applicable Laws (including those relating to the maintenance of the validity and enforceability of the Licensed Marks); and shall not take any action which is intended, or would reasonably be expected, to harm the reputation of NCR, any of its Affiliates or the Licensed Marks (including diluting, including by tarnishing, them) or the goodwill associated with any of the foregoing.

(b) NCR and its Affiliates shall use the Licensed Marks in accordance with applicable trademark usage principles and industry standards, and in accordance with all applicable Laws (including those relating to the maintenance of the validity and enforceability of the Licensed Marks); and shall not take action which is intended, or would reasonably be expected, to harm the reputation of ATMCo, any of its Affiliates or the Licensed Marks (including diluting, including by tarnishing, them) or the goodwill associated with any of the foregoing. Nothing contained herein shall prohibit NCR from abandoning any of its Marks.

4.2 Limitations on Use of the House Mark and Historic Logos/Taglines.

(a) Except as otherwise provided for in Section 4.4, ATMCo and its Affiliates shall always, and ATMCo covenants that it and its Affiliates will always, use the House Mark (i1) followed by the ATMCo Partial Company Name, including with an associated logo and tagline, other than any logo or tagline used with the House Mark as of or prior to the Effective

Date, at ATMCo's discretion, or (ii1) with the respective Marks and Solutions set forth in Schedule 2 and Schedule 3. In conjunction with the foregoing, ATMCo covenants that neither it nor any of its Affiliates will (i2) use the House Mark alone or alone with any logo or tagline used with the House Mark as of or before the Effective Date, including those identified in Schedule 4 (which Schedule is incorporated herein by reference), and (ii2) not use any logo or tagline (including that which was used with the House Mark alone) used as of or prior to the Effective Date, including those identified in Schedule 4, except for those specifically used with a specific Solution of the ATMCo Business or the House Mark in combination with the ATMCo Partial Company Name.

(b) Except as otherwise provided for in this Section 4.2(b) and Section 4.4, NCR and its Affiliates shall not use, and NCR covenants that it and its Affiliates will not use, (i1) the House Mark alone or with any logo or tagline used with the House Mark as of or prior to the Effective Date, including those identified in Schedule 4 or with the ATMCo Partial Company Name, or (ii1) any logo or tagline (including that which was used with the House Mark alone) used as of or prior to the Effective Date, including those identified in Schedule 4, except for those specifically used with a specific Solution of the NCR Business or the House Mark in combination with the NCR Partial Company Name. Notwithstanding the preceding sentence and for further clarity, NCR and its Affiliates may use (i2) the House Mark alone or alone with any logo or tagline used with the House Mark as of or prior to the Effective Date, or (ii2) any logo or tagline (including that which was used with the House Mark alone), including those identified in Schedule 4, in each case, to the extent reasonably necessary to maintain applications and registrations for any of the foregoing, with such uses to be only periodically for that purpose.

(c) NCR covenants that it and its Affiliates will not use the ATMCo Partial Company Name as a Mark while it is being used by ATMCo or any of its Affiliates as they are permitted to do so.

4.3 Electronic Addresses.

(a) ATMCo shall ensure that any Electronic Addresses used by or on behalf of ATMCo or any of its Affiliates that use or include the House Mark contain the ATMCo Partial Company Name (and for further clarity, ATMCo shall maintain such Electronic Addresses and associated sites at ATMCo's cost), and NCR shall ensure that any Electronic Addresses used by or behalf of NCR or any of its Affiliates that use or include the House Mark contain the NCR Partial Company Name (and for further clarity, NCR shall maintain such Electronic Addresses and associated sites at NCR's cost).

(b) The www.ncr.com webpages shall promptly, as reasonable, no longer be used other than to have a single landing page that enables redirection of Persons to NCR and ATMCo sites, respectively, in a manner reasonably agreed to by the Parties, which includes a form and manner that provides equivalent placement for and access to NCR and ATMCo (and such domain name and associated site shall be maintained at NCR's cost). For further clarity, NCR shall continue to own and maintain the www.ncr.com webpages. For further clarity and notwithstanding anything to the contrary herein, during the transition as set forth in Section 4.4, NCR shall have the right to continue to use ncr.com in e-mails and call-outs, provided it promptly, as reasonable, ceases to do so. ATMCo shall also have the right to use ncr.com in call-outs, provided it promptly, as reasonable, ceases to do so.

4.4 Transition. Notwithstanding anything to the contrary herein, ATMCo and NCR (and their respective Affiliates) shall have the right in conjunction with their separation to transition from use of the House Mark alone to use and inclusion of the House Mark with the ATMCo Partial Company Name or NCR Partial Company Name, as the case may be, as provided in this Section 4.4. Each Party (and its Affiliates) shall use commercially reasonable efforts to transition from use of the House Mark alone to use and inclusion of the House Mark with the ATMCo Partial Company Name or NCR Partial Company Name, as the case may be, as promptly and cost-effectively as possible, but in no event, except as otherwise provided below in this Section 4.4, subsequent to two (2) years after the Effective Date. For further clarity, the Parties (and their respective Affiliates) shall (a) be permitted to exhaust in the ordinary course of business all invoices, letterhead, stationary, catalogs, business cards, presentations, promotional items, decals, brochures, displays, signs, marketing materials, packaging, and similar items with respect to the foregoing ("**Business Materials**") existing in inventory as of the Effective Date, and products existing in inventory or for which manufacturing has been first initiated or committed to as of the Effective Date, (b) ensure that any and all orders, requisitions, and purchases of new Business Materials and products, including any use of such Business Materials or products, made, first initiated or committed to, purchased, marketed, or sold or otherwise distributed, after the Effective Date comply with Sections 4.1 through Section 4.3 (including any covenant therein) and the covenants in Article V, and (c) be permitted to use or reference the name NCR or NCR Corporation alone in factual, historical statements or references, and not as a company's business name or as a Mark. Notwithstanding the foregoing, each Party (and its respective Affiliates) shall transition office and facility signage from use or inclusion of the House Mark alone or with any logo used with the House Mark as of or prior to the Effective Date to use or include the House Mark with the ATMCo Partial Company Name or NCR Partial Company Name, as the case may be, which can also include use of a new logo therewith, within two (2) years after the Effective Date (or such later date as may be approved by the other Party in writing). Without limitation to the foregoing, any cessation of use of the House Mark that requires approval by a Governmental Authority shall be expeditiously assembled, submitted, and diligently prosecuted for approval by the applicable Governmental Authority in a timely fashion by the Party (or an Affiliate of such Party) seeking approval (and shall be subject to receipt of such approval). Notwithstanding anything to the contrary herein, during the transition (and in a manner consistent with the terms and conditions of this Article IV applicable to the Licensed Marks), (x) ATMCo and its Affiliates shall have the right to use certain logos, taglines and Marks with the House Mark that were used or included with the House Mark as of or prior to the Effective Date set forth in Schedule 5 (which schedule is incorporated herein by reference), and (y) NCR and its Affiliates shall have the right to use certain logos, taglines and Marks with the House Mark that were used or included with the House Mark as of or prior to the Effective Date set forth in Schedule 5.

ARTICLE V
ADDITIONAL COVENANTS

5.1 Exclusivity. NCR and its Affiliates covenant to abide by the exclusivity provided by the License to ATMCo and its Affiliates and shall not use the specific House Mark alone in the ATMCo Fields as of the Effective Date (which for further clarity shall not apply to any Natural Evolutions thereof).

5.2 Limited Non-Compete. NCR covenants for a period of three (3) years immediately following the Effective Date, that neither NCR nor any of its Affiliates shall use the House Mark within or for the ATMCo Business (including with respect to any Solutions or Natural Evolutions thereof). ATMCo covenants for a period of three (3) years immediately following the Effective Date, that neither ATMCo nor any of its Affiliates shall use the House Mark within or for the NCR Business (including with respect to any Solutions or Natural Evolutions thereof).

5.3 ATMCo Use of the House Mark Outside the ATMCo Fields. ATMCo and its Affiliates covenant not to use the House Mark outside the ATMCo Fields or in any manner other than to the extent licensed by the License.

ARTICLE VI
OWNERSHIP AND PROTECTION OF MARKS

6.1 Ownership and Non-Registration of the Licensed Marks. The Licensed Marks (including for further clarity, the House Mark) and all rights therein and thereto are and shall remain owned (and for further clarity, as between the Parties and their respective Affiliates, exclusively) by NCR and its Affiliates, as the case may be. ATMCo's, its Affiliates' and their sublicensees' use of the Licensed Marks and any and all goodwill arising therefrom or associated therewith shall inure solely to the benefit of NCR and its Affiliates, as the case may be. ATMCo, its Affiliates' and their sublicensees shall not (a) register or seek to register in any jurisdiction (i) any Mark which is, includes, or is used with a Licensed Mark or any logo or tagline which is, includes, or is used with such Licensed Mark, or (ii) any Mark which is a derivation of or likely to be confusingly similar to a Licensed Mark or any logos, taglines or other Mark which is, includes or is used with such Licensed Mark; (b) directly or indirectly contest the ownership, enforceability, or validity of any Licensed Mark or any logos, taglines or other Mark which is, includes or is used with such Licensed Mark, or the rights of NCR or any of its Affiliates in or to any of the foregoing in this Section 6.1(b); or (c) contest the fact that ATMCo and its Affiliates' rights under this Agreement are solely as a licensee and subject to all of the terms and conditions set forth herein.

6.2 Applications for and Maintenance of Registrations. All applications to register any of the Licensed Marks or any other Mark which is, includes or is used with a Licensed Mark or any logos, taglines or other Marks which is, includes or is used with such Licensed Mark, shall be filed in the name of NCR (or an Affiliate of NCR designated by NCR). As between NCR, ATMCo and their respective Affiliates, NCR (or an Affiliate of NCR designated by NCR) shall have the exclusive right to file, prosecute, register, and maintain such an application. If

ATMCo requests the filing of an application related to the Licensed Marks or a part thereof in writing which it has a bona fide intent to use and NCR does not have a reasonable basis for not doing so ("**ATMCo Requested Application**"), NCR (or an Affiliate of NCR designated by NCR) shall file the ATMCo Requested Application and the required documents associated with such application with the applicable Governmental Authorities in connection therewith. A Mark for an ATMCo Requested Application shall be deemed to be a Licensed Mark (whereby the Parties shall use reasonable efforts to amend Schedule 3 to include such Mark). NCR (or the Affiliate designated by NCR) shall be responsible for filing, prosecuting, registering, and maintaining each ATMCo Requested Application and, as applicable, maintaining any registration of the Mark for which such ATMCo Requested Application was filed. At the reasonable request of a Party, the other Party shall reasonably consult and cooperate with such Party in connection with ATMCo Requested Applications. Notwithstanding the foregoing, in the event that NCR decides not to or does not file, prosecute an application for, or maintain a registration for a Licensed Mark (including an ATMCo Requested Application or registration resulting therefrom), NCR shall provide reasonable notice thereof to ATMCo, and ATMCo shall have the right upon providing written notice in a reasonable period of time thereafter to NCR (or such shorter notice as reasonably requested by NCR) to take over such filing, prosecution, registration, and maintenance, as applicable or needed. If ATMCo provides such written notice, then ATMCo shall be responsible for such filing, prosecuting, registering, and maintaining of such Licensed Mark.

6.3 NCR Abandonment of Use of a Licensed Mark. In the event that NCR, its Affiliates, and its licensees (other than ATMCo, its Affiliates, and their sublicensees) determine that none of them will use, going forward, (i) the House Mark in any manner, or (ii) any of the Shared Product Marks that do not use or include a House Mark in any manner, NCR shall promptly notify ATMCo in writing of such determination. If ATMCo provides written notice to NCR within a reasonable period of time of such determination, then ATMCo shall have the right upon written request to NCR to take over such filing, prosecuting, registering, and maintaining of such Licensed Mark ("**Take Over Notice**"), as applicable (such Licensed Mark, the "**Assumed Mark**"). If ATMCo does not promptly provide NCR a Take Over Notice, then NCR shall have the right to abandon the registration(s) and application(s) of such Licensed Mark, including filing, prosecuting, registering, and maintaining of such Licensed Mark, as applicable.

6.4 Costs of Registrations. ATMCo shall be responsible for the costs and expenses of searching, investigating, filing, prosecuting, registering, and maintaining (i) ATMCo Requested Applications and, as applicable, prosecuting and maintaining the registrations of the Marks for which ATMCo Requested Applications were filed, (ii) Assumed Marks, (iii) applications and registrations for Licensed Marks that exclusively cover only the products and services in or for the ATMCo Fields, or (iv) applications and registrations for Licensed Marks that are solely used by ATMCo and its Affiliates (and not NCR or its Affiliates). ATMCo and NCR shall each be responsible for fifty percent (50%) of the costs and expenses of searching, investigating, filing, prosecuting, registering, and maintaining such applications and registrations that are for or constitute a portion of the Licensed Marks used by both NCR and ATMCo (or their respective Affiliates), including the Shared Product Marks.

6.5 Enforcement.

(a) NCR and its Affiliates shall have the exclusive right to address (including bring any and all allegations, claims, actions, or suits with respect to, and to defend) infringement, dilution, misuse, and other violations of or with respect to the Licensed Marks by any Person ("**Infringement**") which are not exclusive to or in the ATMCo Fields or address (including defend against) a challenge related to the Licensed Marks by any Person (including with respect to ownership, enforceability, or validity) ("**Challenges**") which are not exclusive to or in the ATMCo Fields. If NCR does not address an Infringement or a Challenge applicable to or within the ATMCo Fields within ninety (90) days (or such shorter notice as reasonably requested by ATMCo if based on exigent circumstances) following written notice from ATMCo requesting that action be taken, NCR will at the request of ATMCo consult in good faith with ATMCo in connection therewith and consider in good faith any reasonable request by ATMCo in connection therewith.

(b) NCR shall have the initial right to address Infringement and Challenges exclusive to or within the ATMCo Fields. If NCR does not address such an Infringement or Challenge within ninety (90) days (or such shorter notice as reasonably requested by ATMCo if based on exigent circumstances) following written notice from ATMCo requesting that action be taken, ATMCo may address such Infringement or Challenge, as the case may be.

(c) Except as otherwise set forth in this Agreement, (i) NCR shall bear the cost and expenses with respect to addressing any Infringement or Challenges, and shall be entitled to retain all sums recovered in conjunction therewith, and (ii) ATMCo shall bear the cost and expenses with respect to it addressing any Infringements or Challenges to which it has the right to do so, and in that case, shall be entitled to retain all sums recovered in any such action in conjunction therewith.

(d) With respect to an action addressing an Infringement or a Challenge which a Party has the right to do under Sections 6.5(a) through (c) ("**Action**"), at the reasonable request and at the expense (for reasonable out-of-pocket expenses) of such Party ("**Managing Party**"), the Parties shall, and shall cause their Affiliates to, cooperate in good faith and take all reasonable actions to permit the applicable Managing Party to control and direct each such Proceeding. If the Non-Managing Party elects to retain its own counsel, it shall do so solely at its own expense. The Party hereunder who is, or whose Affiliates are, the Managing Party, shall consult with the other Party (the "**Non-Managing Party**") from time to time with respect to such Action; provided that if NCR is the Non-Managing Party, then ATMCo shall reasonably cooperate with NCR in connection with such Action if and to the extent affecting the ownership, enforceability or validity of a Licensed Mark. No Managing Party pursuant to this Section 6.5 shall consent to entry of any judgment or enter into any settlement of any Action without the prior written consent of the Non-Managing Party (not to be unreasonably withheld, conditioned or delayed).

(e) ATMCo shall promptly provide written notice to NCR of any Infringement or Challenges of which it becomes aware.

ARTICLE VII
ONGOING COLLABORATION

7.1 Possible Consumer Confusion. Each Party shall inform the other Party of any instances of actual consumer confusion is becomes aware of regarding the use of the Licensed Marks (including the House Mark). The Parties shall cooperate in good faith to address any such instances of actual consumer confusion.

7.2 Misdirected Communications. Each Party (and its Affiliates) shall use commercially reasonable efforts to redirect communications intended for the other Party or its Affiliates to such other Party or its Affiliates, as the case may be. In the event that a Party or its Affiliates experience an appreciable number of communications intended for the other Party or its Affiliates as a result of the use of the Licensed Marks hereunder, then at a Party's request the Parties (and its applicable Affiliates) will reasonably cooperate with each other to implement a process to address misdirected communications, including in particular inquiries and complaints, intended for such other Party or its Affiliates, including to aid in resolution of this issue.

7.3 Recordation. In the event that a Party reasonably requests that the rights under this Agreement be recorded with a Governmental Authority, the Parties shall reasonably cooperate to record such rights (at the requesting Party's expense), including by preparing and filing a recordable form of this Agreement that is customary and appropriate for such recordation purposes.

ARTICLE VIII
INDEMNIFICATION

8.1 Indemnification by ATMCo. Except as otherwise specifically set forth in this Agreement, to the fullest extent permitted by Law, ATMCo shall, and shall cause the other members of the ATMCo Group to, indemnify, defend, and hold harmless NCR and its Affiliates and their respective current and former directors, officers, employees, and agents (solely in their respective capacities as current and former directors, officers, employees or agents thereof) and each of the heirs, executors, successors and permitted assigns of any of the foregoing (collectively, the "**NCR Indemnified Parties**"), from and against any and all Indemnifiable Losses of the NCR Indemnified Parties to the extent relating to, arising out of or resulting from Third-Party Claims (defined below) relating to, arising out of or resulting from, directly or indirectly, use of the Licensed Marks by, under or through ATMCo, its Affiliates or any of their sublicensees, including with respect to the marketing, offering, use, issuance, sale or performance of any products or services in ATMCo's Fields.

8.2 Indemnification by NCR. Except as otherwise specifically set forth in this Agreement, to the fullest extent permitted by Law, NCR shall, and shall cause the other members of the NCR Group (other than ATMCo and its sublicensees) to, indemnify, defend, and hold harmless ATMCo and its Affiliates and their respective current and former directors, officers, employees, and agents (solely in their respective capacities as current and former directors, officers, employees or agents thereof) and each of the heirs, executors, successors and permitted assigns of any of the foregoing (collectively, the "**ATMCo Indemnified Parties**", and together

with the NCR Indemnified Parties, the "**Indemnified Parties**"), from and against any and all Indemnifiable Losses of the ATMCo Indemnified Parties to the extent relating to, arising out of or resulting from Third-Party Claims relating to, arising out of or resulting from, directly or indirectly, use of the Licensed Marks by, under or through NCR, its Affiliates or any of their licensees (other than ATMCo, its Affiliates and any of their sublicensees), including with respect to the marketing, offering, use, issuance, sale or performance of any such products or services outside of the ATMCo Fields.

8.3 Procedures for Indemnification; Third-Party Claims.

(a) If an Indemnified Party shall receive notice or otherwise learn of the assertion by any Person who is not a member of the NCR Group or the ATMCo Group, as the case may be, of any claim, or of the commencement by any such Person of any Proceedings, with respect to which an Indemnifying Party may be obligated to provide indemnification to such Indemnified Party pursuant to Section 8.1 or Section 8.2, or any other Section of this Agreement (collectively, a "**Third-Party Claim**"), such Indemnified Party shall promptly give such Indemnifying Party written notice thereof but no later than thirty (30) days after such Indemnified Party received notice or otherwise learned of such Third-Party Claim. Any such notice shall describe the Third-Party Claim in reasonable detail and shall include: (i) the basis for, and nature of, such Third-Party Claim, including the facts constituting the basis for such Third-Party Claim; (ii) the estimated amount of losses (to the extent so estimable) that have been or may be sustained by the indemnitee in connection with such Third-Party Claim; and (iii) copies of all notices and documents (including court papers) received by the indemnitee relating to the Third-Party Claim; provided, however, that any such notice need only specify such information to the knowledge of the indemnitee as of the date of such notice and shall not limit or prejudice any of the rights or remedies of any indemnitee on the basis of any limitations on the information included in such notice, including any such limitations made in good faith to preserve the attorney-client privilege, work product doctrine or any other similar privilege or doctrine. Notwithstanding the foregoing, the failure of any Indemnified Party or other Person to give notice as provided in this Section 8.3 shall not relieve the related Indemnifying Party of its obligations under this Article VIII, except to the extent that such Indemnifying Party is actually materially prejudiced by such failure to give notice.

(b) Promptly after tender for indemnification of a Third-Party Claim pursuant to Section 8.3(a), but in no event more than fifteen (15) days or such shorter time that the Indemnified Party determines in good faith that the proper defense of the Third-Party Claim requires that the election to assume the defense of such claim be made in fewer than fifteen (15) days, an Indemnifying Party shall elect and notify the Indemnified Party whether it intends to defend such Third-Party Claim at its expense and through counsel of its choice; provided, however, that the Indemnifying Party shall not be entitled to assume the defense of any Third-Party Claim to the extent such Third-Party Claim (x) is a Proceeding by a Governmental Authority, or (y) involves an allegation of a criminal violation. In the event that the Indemnifying Party elects to defend the Third-Party Claim, the Indemnified Party shall grant the Indemnifying Party sole control of the defense, including the selection of counsel, and settlement of the Third-Party Claim, subject to the limitations of Section 8.3(c). In the event the Indemnifying Party is controlling the defense of a Third-Party Claim and there is a conflict of

interest between the Indemnifying Party and the Indemnified Party with respect to such Third-Party Claim, the Indemnified Party shall be entitled to retain, at its own expense, separate counsel reasonably acceptable to the Indemnifying Party as required by the applicable rules of professional conduct with respect to such matter. If the Indemnifying Party elects (and is permitted) to undertake any such defense, it shall do so at its own expense and the Indemnified Party shall cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party all witnesses, pertinent records, materials and information in the Indemnified Party's possession or under the Indemnified Party's control relating thereto as are reasonably required by the Indemnifying Party. Similarly, if the Indemnified Party is conducting the defense against any such Third-Party Claim, the Indemnifying Party shall cooperate with the Indemnified Party in such defense and make available to the Indemnified Party, at the Indemnifying Party's expense, all witnesses, pertinent records, materials and information in the Indemnifying Party's possession or under the Indemnifying Party's control relating thereto as are reasonably required by the Indemnified Party.

(c) If an Indemnifying Party elects, following delivery of a notice of a Third-Party Claim, not to assume responsibility for defending a Third-Party Claim, or fails to defend a properly noticed Third-Party Claim as provided in Section 8.3(a), such Indemnified Party may defend such Third-Party Claim at the cost and expense of the Indemnifying Party. If the Indemnifying Party assumes the responsibility for defending a Third-Party Claim and the nature of such Third-Party Claim changes such that the Indemnifying Party would no longer be entitled to assume the defense of such Third-Party Claim pursuant to Section 8.3(b), the Indemnified Party may, at its election, assume its own defense, and the Indemnifying Party will be liable for all reasonable costs or expenses paid or incurred in connection with such defense.

(d) The Indemnifying Party shall have the right to compromise or settle a Third-Party Claim the defense of which it shall have assumed pursuant to Section 8.3(b) and any such settlement or compromise made or caused to be made of a Third-Party Claim in accordance with this Article VIII shall be binding on the Indemnified Party, in the same manner as if a final judgment or decree had been entered by a court of competent jurisdiction in the amount of such settlement or compromise. Notwithstanding the foregoing sentence, (i) the Indemnifying Party shall not settle any such Third-Party Claim without the written consent of the Indemnified Party (not to be unreasonably withheld, conditioned or delayed) unless such settlement (A) completely and unconditionally releases the Indemnified Party from the Third-Party Claim in connection with such matter, (B) consists solely of monetary consideration the Indemnifying Party has agreed to pay in full, and (C) does not involve any admission by the Indemnified Party of any wrongdoing or violation of Law, and (ii) if NCR is the Indemnified Party then ATMCo shall reasonably cooperate with NCR in connection with the Third-Party Claim if and to the extent affecting the ownership, enforceability or validity of a Licensed Mark.

ARTICLE IX
DISCLAIMER AND LIABILITY

9.1 DISCLAIMER. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, ALL LICENSES TO ANY AND ALL LICENSED MARKS UNDER THIS AGREEMENT ARE BEING MADE WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE, INCLUDING (A) AS TO THEIR VALUE OR FREEDOM FROM ANY SECURITY INTERESTS; (B) AS TO TITLE, NONINFRINGEMENT, VALIDITY, ENFORCEABILITY, ACCURACY OF INFORMATIONAL CONTENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT A PARTY OR ITS AFFILIATES KNOWS OR HAS REASON TO KNOW ANY SUCH PURPOSE) OR ANY OTHER MATTER, INCLUDING ANY REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE; OR (C) AS TO THE LEGAL SUFFICIENCY TO GRANT ANY RIGHTS THEREIN AND AS TO ANY CONSENTS OR APPROVALS REQUIRED IN CONNECTION HEREWITH OR THEREWITH, AND NEITHER PARTY, NOR ANY OF ITS AFFILIATES OR REPRESENTATIVES, MAKES OR HAS MADE ANY REPRESENTATION OR WARRANTY, AND HEREBY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AT LAW OR IN EQUITY, WITH RESPECT TO THE LICENSED MARKS OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITH RESPECT TO THE MATTERS DESCRIBED IN THE FOREGOING CLAUSES (A)-(C). WITHOUT LIMITING THE FOREGOING, ATMCO AND ITS AFFILIATES HEREBY ACKNOWLEDGE AND AGREE THAT ALL LICENSES IN THIS AGREEMENT ARE BEING MADE “AS IS, WHERE IS.”

9.2 Limitation on Damages. EXCEPT IN THE CASE OF A BREACH OF THE COVENANTS SET FORTH IN SECTIONS 4.2, 5.1, 5.2, OR 5.3, ANY CONFIDENTIALITY OBLIGATION HEREIN OR ANY BREACH OF THIS AGREEMENT THAT HAS A MATERIAL ADVERSE EFFECT ON THE BUSINESS(ES) OR REPUTATION, TAKEN AS A WHOLE, OF THE OTHER PARTY OR ITS AFFILIATES OR THE LICENSED MARKS, THE PARTIES EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OR LOSS OF ANY KIND, OR FOR ANY LOST PROFITS, LOSS OF BUSINESS OR OTHER ECONOMIC DAMAGES, EVEN IF SUCH PARTY (OR ANY OF ITS AFFILIATES) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS, ARISING OR RESULTING FROM OR RELATING TO THIS AGREEMENT (INCLUDING THE REQUIREMENTS, OBLIGATIONS OR ACTIVITIES OF SUCH PARTY (OR ANY OF ITS AFFILIATES) PURSUANT TO THIS AGREEMENT), REGARDLESS OF WHETHER SUCH DAMAGES OR LOSS ARE BASED ON BREACH OF WARRANTY OR CONTRACT, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE.

ARTICLE X
TERM AND TERMINATION

10.1 Term and Termination.

(a) This Agreement shall commence on the Effective Date and be non-terminable, unless and to the extent terminated pursuant to this Section 10.1.

(b) In the event that all of ATMCo, its Affiliates, and their sublicensees cease all use of a Licensed Mark throughout the world for a period of three (3) consecutive years, this Agreement may be terminated with respect to such Licensed Mark upon written notice by NCR to ATMCo.

(c) In the event that all of NCR, its Affiliates, and its licensees (other than ATMCo, its Affiliates, and their sublicensees) cease (i) all use of the House Mark, or (ii) all use of a Shared Product Mark that does not use or include a House Mark, in each case, throughout the world for a period of three (3) consecutive years, this Agreement may be terminated with respect to the House Mark or such Shared Product Mark, as the case may be, upon written notice by ATMCo to NCR, provided, however, that in the event of such a termination by ATMCo for such non-use, if ATMCo provides written notice to NCR within thirty (30) Business Days of such termination notice that it desires to obtain ownership of such respective Licensed Mark and has a bona fide intent to continue to use such Licensed Mark, NCR shall assign all of its right, title and interest in such Licensed Mark to ATMCo. For further clarity, if ATMCo does not provide such notice within such time period or does not have such bona fide intent to use, NCR shall be free to sell, assign, transfer or otherwise dispose of such Licensed Mark, including to a Third Party.

(d) In the event that a Party (or an Affiliate thereof) materially breaches this Agreement and such breach has a material adverse effect on the business(es) or reputation, taken as a whole, of the other (non-breaching) Party or any of its Affiliates or the Licensed Marks, and the breaching Party (or such Affiliate) fails to cure such breach, or if such breach is not reasonably curable during such time period and fails to implement steps reasonably intended to cure or remedy such breach, within sixty (60) days' written notice of such breach from the other Party (or such reasonable and longer period of time, not to exceed one (1) year, if the breaching Party (or such Affiliate) is using and continues to use reasonable and good faith diligent efforts to cure or remedy such breach), this Agreement (and the License) or applicable portions thereof may be terminated upon written notice by the other Party if there is, and only following, a finding in a final and non-appealable judgment pursuant to Section 12.3 that such breach and failure to cure or implement such steps (as applicable) occurred. Notwithstanding the preceding sentence, such termination shall only be in part with respect to (i) the relevant Licensed Marks, if such breach relates to particular Licensed Marks which do not use or include the House Mark, or (ii) all Licensed Marks that use or include the House Mark, if such breach relates to Licensed Marks that use or include the House Marks. If this Agreement is so terminated by ATMCo in its entirety, and ATMCo provides written notice to NCR within thirty (30) Business Days of such termination that it desires to obtain ownership of one or more of the Licensed Marks and has a bona fide intent to continue to use such Licensed Marks, NCR shall assign all of its right, title and interest in such Licensed Marks to ATMCo. If this Agreement is so terminated in part by ATMCo and ATMCo provides written notice to NCR within thirty (30) Business Days of such termination that it desires to obtain ownership of the relevant Licensed Marks with respect to which the Agreement has been terminated (as provided in (i) or (ii) of this Section 10.1(d)) and has a bona fide intent to continue to use such Licensed Marks, NCR shall assign all of its right, title and interest in such Licensed Marks to ATMCo. For further clarity, in each instance, if ATMCo does not provide such notice within such time period or does not have such bona fide intent to use, NCR shall be free to sell, transfer or otherwise dispose of such applicable Licensed Marks, including to a Third Party.

(e) ATMCo shall have the right at any time to terminate this Agreement, whether in whole or with respect to a particular Licensed Mark, upon written notice to NCR.

10.2 Effect of Termination.

(a) Upon the termination of this Agreement and/or License or termination in part with respect to a particular Licensed Mark ("**Partial Termination Mark**"), pursuant to Section 10.1(b), (d), or (e), ATMCo and its Affiliates shall and shall cause each of their sublicensees (which, if necessary, ATMCo shall and shall cause each of its Affiliates) to no later than one (1) year following such termination:

(i) cease any and all use of the Licensed Marks or the Partial Termination Mark, as the case may be, including with respect to or in conjunction with any electronic media, Electronics Addresses, products and services, and any activity associated therewith;

(ii) destroy and require all employees, contractors, consultants, and agents to destroy or remove all materials, including publicly facing or accessible, bearing, using or including the Licensed Marks or the Partial Termination Mark, as the case may be; and

(iii) send a written statement to NCR verifying that it has complied with the foregoing Section 10.2(a)(i) and (ii).

(b) Upon the termination of this Agreement and/or License by ATMCo pursuant to Section 10.1(c) or (d) or termination in part with respect to particular Licensed Marks that are required to be assigned to ATMCo ("**Assigned Partial Termination Marks**"), NCR and its Affiliates shall and shall cause each of their other licensees (which is necessary, NCR shall and shall cause each of its Affiliates) to no later than one (1) year following such termination:

(i) cease any and all use of the Licensed Marks or the Assigned Partial Termination Marks, as the case may be, including with respect to or in conjunction with any electronic media, Electronics Addresses, products and services, and any activity associated therewith;

(ii) destroy and require all employees, contractors, consultants, and agents to destroy or remove all materials, including publicly facing or accessible, bearing, using or including the Licensed Marks or the Assigned Partial Termination Marks, as the case may be; and

(iii) send a written statement to NCR verifying that it has complied with the foregoing Section 10.2(b)(i) and (ii).

10.3 Rights and Remedies. The rights and remedies of NCR set forth in this Article X are in addition to all other rights and remedies available at Law.

ARTICLE XI
CONFIDENTIALITY

11.1 Each Party agrees that any confidential information that it or any of its Affiliates receives from disclosure by, or otherwise obtains from, or is granted rights from, the other Party or any of its Affiliates under or in connection with this Agreement ("**Confidential Information**") shall be maintained as confidential by such Party and its Affiliates and not disclosed to any third party (except as provided herein) without the prior written consent of the other Party, and used only for the purposes for which it was provided.

11.2 The schedules attached to this Agreement and designated as confidential are, and shall be treated by each Party as, confidential, and not disclosed to any third party without the prior written consent of the other Party.

11.3 Notwithstanding Sections 11.1 and 11.2, each Party shall have the right to disclose (a) the schedules to (i) potential and actual acquirers of or financing sources for such Party, any of its Affiliates or any of their businesses or Solution-lines to which the Licensed Mark(s) are relevant, (ii) confirm or make others aware of the licenses and rights granted to it herein, in each case subject to confidentiality obligations that are at least as restrictive as those provided herein, and (b) the schedules and any Confidential Information (i) to its Affiliates and any of its and its Affiliates' employees, contractors, consultants, agents, attorneys, and accountants on a need to know basis subject to confidentiality obligations that are at least as restrictive as those provided herein, and (ii) as required by any court or Governmental Authority or Law, or with respect to enforcement of this Agreement or any of its terms or conditions, provided such Party provides prior notice to the other Party, to the extent it can, so as to afford such other Party an opportunity to protect the confidentiality thereof (including by means of a protective order), with the support of such Party.

ARTICLE XII
DISPUTE RESOLUTION

12.1 Negotiation.

(a) In the event of a controversy, dispute or claim arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity, termination or breach of this Agreement or otherwise arising out of or in any way related to this Agreement or the transactions contemplated hereby or thereby, including any claim based on Law, contract, tort or otherwise (but excluding any controversy, dispute or claim arising out of any contract with a Third Party if such Third Party is a necessary party to such controversy, dispute or claim) (each a, "**Dispute**"), either Party shall provide written notice of such Dispute to the other Party in writing in accordance with the terms of this Agreement ("**Dispute Notice**"). The Party receiving such Dispute Notice shall have twenty (20) days from the date of delivery of the Dispute Notice (the "**Disagreement Deadline**") to deliver in writing to the other Party its disagreement with the

Dispute Notice (a "**Notice of Disagreement**"). If the Party receiving a Dispute Notice serves a timely Notice of Disagreement, the Dispute set forth in the Dispute Notice shall be referred by either Party or any of the members of their respective Groups for negotiation as set forth in this Section 12.1(a). The Parties agree to negotiate in good faith to resolve any noticed Dispute within forty-five (45) days from the time of receipt of the Notice of Disagreement and the forty-five (45) day period is not extended by mutual written consent, then the Chief Executive Officers of the Parties shall enter into negotiations for a reasonable period of time to settle such Dispute; provided, however, that such reasonable period shall not, unless otherwise agreed by the Parties in writing, exceed sixty (60) days from the forty-fifth (45th) day noted above, if and as extended by mutual agreement of the Parties (the "**Negotiation Deadline**").

(b) Notwithstanding anything to the contrary contained in this Agreement, in the event of any Dispute with respect to which a Dispute Notice has been delivered in accordance with this Section 12.1, (i) the relevant Parties shall not assert that a Dispute that was timely at the time a Dispute Notice was served was untimely based on the passage of time after the date of receipt of a compliant Dispute Notice, and (ii) any statute of limitation, contractual time period or deadline under this Agreement to which such Dispute relates (but not any other equitable time period limitation) shall be tolled until final adjudication of the underlying Dispute. All things said or disclosed and all documents produced in the course of any negotiations, conferences and discussions in connection with efforts to settle a Dispute that are not otherwise independently discoverable shall not be offered or received as evidence or used for impeachment or for any other purpose in any Proceeding and shall be considered as to have been said, disclosed or produced for settlement purposes only.

12.2 Right to Seek Urgent Relief Immediately. The Parties' agreement to negotiate and the requirement to provide a Dispute Notice each as described in Section 12.1 shall not prevent either Party from commencing arbitration (according to the procedures set forth in Section 12.3) or court proceedings (for the purposes specified in Section 12.3(e)) in order to seek injunctive or other urgent relief, including but not limited to conservatory measures to maintain the status quo or prevent dissipation of assets or injury to property.

12.3 Arbitration.

(a) If (i) the Dispute has not been resolved for any reason by the Disagreement Deadline and no Notice of Disagreement is delivered by the Disagreement Deadline, or (ii) a timely Notice of Disagreement is delivered and the Dispute has not been resolved for any reason by the Negotiation Deadline, then, in each case of clause (i) and (ii) such Dispute shall, at the request of any relevant Party, be exclusively and finally determined by binding arbitration (as provided for in this Section 12.3) administered by JAMS in accordance with its Comprehensive Arbitration Rules & Procedures effective June 1, 2021, unless the Parties agree in writing to another arbitration service provider and/or rules of arbitration, except, in any event, the applicable rules of arbitration (the "**Rules**") shall be modified as set out herein; provided that any relevant Party may commence arbitration or court proceedings seeking urgent relief (as described in Section 12.2) at any time. Any question of the arbitrability of any Dispute or the existence, scope, validity or enforceability of this Section 12.3 shall be referred to and resolved by the arbitrators.

(b) The seat of arbitration shall be Atlanta, Georgia, unless the Parties agree in writing to another seat of arbitration.

(c) For any Dispute asserting claims exceeding $1 million (or equivalent value) or seeking injunctive relief, the arbitration shall be conducted by a panel of three arbitrators. All other Disputes shall be conducted by a sole arbitrator. In the event any party challenges whether the dispute belongs above or below this monetary threshold for these purposes, the issue shall be resolved exclusively by the administrator of JAMS (or such other arbitration service provider as may be agreed upon in writing by the Parties), and shall be treated as an administrative matter only. In the case of a panel of three arbitrators, each Party shall appoint an arbitrator within twenty (20) days of a Party's receipt of a Party's demand for arbitration. The two Party-appointed arbitrators shall appoint the third and presiding arbitrator within twenty (20) days of the appointment of the second arbitrator. In the case of a sole arbitrator, the arbitrator shall be appointed in accordance with the applicable Rules. If any appointed arbitrator declines, resigns, becomes incapacitated, or otherwise refuses or fails to serve or to continue to serve as an arbitrator, the Party or arbitrators entitled to appoint such arbitrator shall appoint a successor within twenty (20) days. In the event an arbitrator is not appointed by a Party or the arbitrators within the time periods specified herein, JAMS (or such other arbitration service provider as may be agreed upon in writing by the Parties) shall be authorized to appoint such arbitrator in accordance with the applicable Rules. In all cases, all arbitrators must be a licensed attorney or judge with at least ten years of experience in commercial litigation and/or arbitration. With respect to any Dispute involving one or more claims for which intellectual property is a material aspect of such claim(s), the arbitrator(s) shall possess experience and expertise in the applicable field of intellectual property law.

(d) In the event a Party is in need of urgent relief prior to the appointment of the arbitrator(s), the Parties consent to the procedures and powers provided in the Rules for the appointment of an emergency arbitrator to consider such relief. Notwithstanding any rule to the contrary, the arbitrator(s), once appointed, will have full authority to modify, vacate or supplement any temporary or provisional relief issued by an emergency arbitrator on such grounds as the arbitrator(s) consider appropriate.

(e) Subject to Section 12.3(f), nothing contained herein is intended to or shall be construed to deprive any court of its jurisdiction to issue pre or post-arbitral injunctions, pre or post-arbitral attachments or other orders in aid of arbitration proceedings, or to enforce arbitration judgments and awards rendered hereunder, including by issuing orders confirming such judgments and awards. Without prejudice to such equitable remedies as may be granted by a court of competent jurisdiction, the arbitrators shall have full authority to grant provisional remedies and to direct the parties to request that a court modify or vacate any temporary or preliminary relief issued by such court, and to award damages for the failure of any party to respect the arbitrators' orders to that effect. The Parties agree to accept and honor all orders relating to interim or provisional remedies that are issued by the arbitrators and agree that any such orders may be enforced, as necessary, in any court of competent jurisdiction.

(f) The Parties consent and submit to the jurisdiction of any federal court in the Northern District of Georgia or, where such court does not have jurisdiction, any Georgia state court, in Fulton County, Georgia ("**Georgia Courts**") with respect to any Dispute related to, arising out of or resulting from this Agreement (including for urgent relief as set forth in Section 12.2); provided that the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of Georgia Courts in any Proceeding to compel or contest the imposition of arbitration with respect to any Dispute related to, arising out of or resulting from this Agreement and the Parties shall not bring any such Proceedings in any court other than Georgia Courts. Notwithstanding anything in the preceding sentence to the contrary, any court of competent jurisdiction (whether Georgia Courts or otherwise) shall be entitled to issue pre- or post-arbitral attachments, other orders in aid of arbitration proceedings (including for interim or provisional remedies in aid of arbitration) or orders to enforce arbitration judgments and awards rendered hereunder, including by issuing orders confirming such judgments and awards. In furtherance of the foregoing, (i) irrevocably waives, to the fullest extent it may effectively do so, any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens* or any right of objection to jurisdiction on account of its place of incorporation or domicile, which it may now or hereafter have to the bringing of any such action or proceeding in any Georgia Court; (ii) irrevocably consents to service of process sent by a national courier service (with written confirmation of receipt) to its address identified in Section 13.1; and (iii) irrevocably waives any right to trial by jury in any court as set forth in Section 12.4.

(g) Discovery shall be limited to only: (i) documents directly related to the issues in dispute; (ii) no more than three (3) depositions per Party for any Dispute asserting claims exceeding $1 million (or equivalent value) or seeking injunctive relief, or two (2) depositions per Party for all other Disputes; and (iii) ten (10) interrogatories per Party. The arbitration procedures shall include provision for production of documents relevant to the Dispute; provided that the parties shall make good faith efforts to conduct the arbitration such that all documentary and deposition discovery is completed within ninety (90) days of the appointment of the arbitrators or as soon as reasonably practicable thereafter. All discovery, if any, shall be completed within ninety (90) days of the appointment of the arbitrator(s) or as soon as practicable thereafter. The Parties agree that, without derogating from any other provisions of the Rules allowing for summary disposition, the arbitrator(s) shall permit applications for summary disposition to be filed at least thirty (30) days prior to any scheduled evidentiary hearing, and shall be empowered to grant such applications where justice and efficiency warrant such relief, in which case there shall be no need for a full evidentiary hearing. Adherence to formal rules of evidence in any hearing on the matter shall not be required and the arbitrators shall consider any evidence and testimony that the arbitrators determine to be relevant, in accordance with the Rules and procedures that the arbitrators determine to be appropriate.

(h) The parties shall make good faith efforts to conduct the arbitration such that all written submissions are submitted and any hearing to be conducted is held no later than one hundred and eighty (180) days following appointment of the arbitrators or as soon as reasonably practicable thereafter; provided, however, that the failure to meet such deadline shall not invalidate the arbitration or any award of the arbitrators.

(i) For any Dispute asserting claims exceeding $1 million (or equivalent value) or seeking injunctive relief, the panel of arbitrators shall render a reasoned award. For all other Disputes, the sole arbitrator shall not be required to render a reasoned award, provided, however, that such omission of written reasoning shall not invalidate the arbitration or any award of the sole arbitrator. In all cases, the arbitrator(s) shall make good faith efforts to render an award within thirty (30) days of the close of the hearing on the merits or the final written submission (whichever occurs later) or a soon as practicable thereafter; provided, however, that the failure to meet such deadline shall not invalidate the arbitration or any award of the arbitrator(s). The arbitrator(s) shall be entitled, if appropriate, to award any remedy that is permitted under this Agreement and applicable Law and Rules, including monetary damages, specific performance and other forms of legal and equitable relief. The Parties hereby waive any claim to attorneys' fees, costs and expenses of arbitration, except as may be expressly required by statute, and the arbitrators are not empowered to and shall not award such damages.

(j) The Parties intend that the provisions to arbitrate set forth herein be valid, enforceable and irrevocable, and any award rendered by the arbitrator(s) shall be final and binding on the Parties and shall be the sole and exclusive remedy between the Parties regarding any Dispute presented to the arbitrators. The Parties agree to comply and cause the members of their applicable Group to comply with any award made in any such arbitration and agree to the enforcement of or entry of confirming judgment upon such award in any court of competent jurisdiction.

(k) Without limiting the provisions of the Rules, unless otherwise agreed in writing by the Parties, or as may be required by Law or any Governmental Authority, the relevant Parties shall keep, and shall cause the members of their applicable Group to keep, confidential all matters relating to any arbitration hereunder. The Parties agree not to disclose to any Third Party (i) the existence or status of the arbitration, (ii) all information made known and documents produced in the arbitration not otherwise in the public domain, and (iii) any award arising from the arbitration; provided, however, that such information and awards may be disclosed (x) to the extent reasonably necessary to enforce this Agreement or give effect to this Section 12.3, (y) to enter judgment upon any arbitral award rendered hereunder or as is required to protect or pursue any other legal right, and (z) to the extent otherwise required by Law or a Governmental Authority (including any public disclosure required by securities Laws).

12.4 Continuity of Service and Performance. During the course of resolving a Dispute pursuant to the provisions of this Article XII, the Parties will continue to provide all other services and honor all other commitments under this Agreement with respect to all matters not the subject of the Dispute.

12.5 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF A PROCEEDING ARISING OUT OF OR RELATING TO A DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND THAT NO PARTY TO THIS AGREEMENT OR ANY ASSIGNEE, SUCCESSOR, OR REPRESENTATIVE OF ANY PARTY SHALL REQUEST A JURY TRIAL IN ANY SUCH PROCEEDING NOR SEEK TO CONSOLIDATE ANY SUCH PROCEEDING WITH ANY

OTHER PROCEEDING IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.5.

ARTICLE XIII
MISCELLANEOUS

13.1 Notices. Notices, requests, instructions or other documents to be given under this Agreement shall be in writing and shall be deemed to have been properly delivered, given and received, (a) on the date of transmission if sent via email (provided, however, that notice given by email shall not be effective unless either (i) a duplicate copy of such email notice is promptly given by one of the other methods described in this Section 13.1 or (ii) the receiving Party delivers a written confirmation of receipt of such notice either by email or any other method described in this Section 13.1 (excluding "out of office" or other automated replies)), (b) when delivered, if delivered personally to the intended recipient, and (c) one Business Day later, if sent by overnight delivery via a national courier service (providing proof of delivery), and in each case, addressed to a party at the address for such party set forth below (or at such other address for a party as shall be specified from time to time in a notice given in accordance with this Section 13.1):

If to NCR:

NCR Voyix Corporation
864 Spring St NW
Atlanta, GA 30308
Attn: General Counsel
kelli.sterrett@ncr.com

If to ATMCo:

NCR Atleos Corporation
864 Spring St NW
Atlanta, GA 30308
Attn: General Counsel
ricardo.nunez@ncratleos.com

13.2 Waiver.

(a) Any provision of this Agreement may be waived if, and only if, such waiver is in writing and signed by the Party against whom the waiver is to be effective.

(b) No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13.3 Modification or Amendment. This Agreement may only be amended, modified or supplemented, in whole or in part, in a writing signed on behalf of each of the Parties in the same manner as this Agreement and which makes reference to this Agreement.

13.4 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided, however, that neither Party may assign its rights or delegate its obligations under this Agreement without the express prior written consent of the other Party hereto. Notwithstanding the foregoing, no such consent shall be required for the assignment of a Party's rights and obligations under this Agreement in whole (i.e., the assignment of a Party's rights and obligations under this Agreement all at the same time) to an Affiliate or to a Person who acquires all or substantially all of a Party's and its Affiliates' business(es) and assets or equity related to this Agreement. In the event of any other sale or disposition of businesses or assets bearing or that otherwise utilize the Licensed Marks by ATMCo or its Affiliates, the acquirer thereof shall cease all use of the Licensed Marks on or in connection with such business or assets within six (6) months of such sale or other disposition.

13.5 Titles and Headings. Titles and headings to Sections and Articles are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

13.6 Governing Law. This Agreement, and all actions, causes of action, or claims of any kind (whether at Law, in equity, in contract, in tort or otherwise) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement (including any action, cause of action, or claim of any kind based upon, arising out of, or related to any representation or warranty made in, in connection with, or as an inducement to this Agreement) shall be governed by and construed in accordance with the Law of the State of Maryland, irrespective of the choice of Law principles of the State of Maryland, including without limitation Maryland laws relating to applicable statutes of limitations and burdens of proof and available remedies.

13.7 Specific Performance. The Parties agree that irreparable damage, for which monetary damages (even if available) would not be an adequate remedy, would occur in the event that the provisions of this Agreement were not performed in accordance with their specific terms. Accordingly, it is hereby agreed that the Parties shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which they are entitled in Law or equity.

13.8 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

13.9 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

13.10 Complete Agreement. This Agreement, including its schedules, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous and contemporaneous negotiations, commitments and writings with respect to the subject matter of this Agreement. This Agreement, including its schedules, and the SDA, and the SDA, along with any other associated agreements, constitute the agreements that are the subject matter of the transactions contemplated by the SDA and its associated agreements, with this Agreement, including its schedules, being the sole and exclusive terms and conditions with respect to the subject matter of this Agreement.

13.11 Counterparts. This Agreement may be executed in more than one counterparts, all of which shall be considered one and the same agreement, and shall become effective as of the Effective Date. Execution of this Agreement or any other documents pursuant to this Agreement by email attaching DocuSign or other electronic copy of a signature shall be deemed to be, and shall have the same effect as if it was, executed by an original signature.

[*Signature page follows. The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF the Parties hereto have signed and executed this Agreement on the dates set forth below.

NCR Voyix Corporation

By: /s/ Michael D. Hayford
Name: Michael D. Hayford
Title: Chief Executive Officer

NCR Atleos Corporation

By: /s/ Timothy C. Oliver
Name: Timothy C. Oliver
Title: President

Exhibit 10.6

EXECUTION VERSION

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (this "Master Agreement"), dated as of October 16, 2023 (the "Effective Date"), is entered into between NCR Voyix Corporation, a Maryland corporation ("NCR"), and Cardtronics USA, Inc. ("ATM Co"). "Party" or "Parties" means NCR and/or ATM Co, individually or collectively, as the case may be.

RECITALS

WHEREAS, the NCR and NCR Atleos Corporation have entered into that certain Separation and Distribution Agreement, dated October 16, 2023, 2023 (the "SDA");

WHEREAS, in connection with the Separation, the Parties contemplate that certain services are to be provided or caused to be provided by NCR to ATM Co and by ATM Co to NCR to enable each Party to satisfy its obligations pursuant to the Customer Agreements for certain periods after the Separation upon the terms and conditions set forth in the Agreement (when providing Services pursuant to the Agreement, the applicable Party is referred to herein as "Vendor", and when receiving Services pursuant to the Agreement, the applicable Party is referred to herein as "Company"); and

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

All capitalized terms used in this Master Agreement shall have the meanings set forth in the Definitions Schedule or, if not defined in the Definitions Schedule, in the SDA.

2. CONTRACT DOCUMENTS; STRUCTURE OF AGREEMENT

2.1. Contract Documents

(a) Agreement

The term "Agreement" means collectively, this Master Agreement (including its Schedules and amendments) and all Purchase Orders, which documents are incorporated into the "Agreement" by this reference.

(b) Adoption Agreements

The Service Agreement will apply where Company or any of Company's Affiliates receive Services from Vendor or any Vendor Affiliate. The relevant respective Affiliates will acknowledge acceptance of these terms by signing the Purchase Order for the relevant Services. In addition, if requested by either Party, the respective Affiliates shall sign a local agreement, which incorporates the Service Agreement and any relevant Purchase Orders

under the Service Agreement by reference (the "Adoption Agreement"). The Adoption Agreement provides for additional terms and conditions, or modified terms and conditions, to the Service Agreement that may be necessary and will apply in various countries where the parties may conduct business. The liability of Vendor and Vendor Affiliates who adopt the Service Agreement shall not be joint and several. Similarly, the liability of Company and Company's Affiliates who adopt the Service Agreement shall not be joint and several. A Vendor Affiliate providing the Services pursuant to Purchaser Order(s) signed by such Vendor Affiliate shall be solely responsible for all obligations of "Vendor" under the Service Agreement and applicable Purchase Orders in connection with Services provided pursuant to such Purchase Orders. A Company Affiliate receiving the Services pursuant to Purchaser Order(s) signed by such Company Affiliate shall be solely responsible for all obligations of "Company" under the Service Agreement and applicable Purchase Orders in connection with Services received pursuant to such Purchaser Orders. The terms of an Adoption Agreement prevail over the terms of the Service Agreement.

2.2. Priority

In the event of a conflict: (i) the terms of a Schedule shall govern over the main body of this Master Agreement; and (ii) the terms of a Purchase Order shall govern over this Master Agreement and its Schedules.

2.3. Company; Vendor

The Agreement provides for (i) the provision of Services by ATM Co (as a Vendor) to NCR (as a Company) and related terms and conditions (collectively with Purchase Orders for Services provided by ATM Co, the "ATM Co Service Agreement"), and (ii) the provision of Services by NCR (as a Vendor) to ATM Co (as a Company) and related terms and conditions (collectively with Purchase Orders for Services provided by NCR, the "NCR Service Agreement"; collectively with the ATM Co Service Agreement, the "Service Agreements"). For clarity, (1) except as expressly provided otherwise, all of the terms and conditions of the Agreement apply to each of the ATM Co Service Agreement and the NCR Service Agreement and each of the Parties (in their respective capacities as Vendor and Company as noted above), and (2) the ATM Co Service Agreement and NCR Service Agreement shall be deemed to be two entirely separate agreements.

2.4. Change in Control; Divestitures

(a) NCR Change in Control

NCR shall give Notice to ATM Co promptly after NCR or any of its Affiliates enter into any binding agreement that contemplates transactions that result in a Change of Control of NCR or (if no such agreement is entered into) upon the occurrence of a Change of Control of NCR (an "NCR CIC Notice"). Each NCR CIC Notice shall contain (i) a brief description of the relevant NCR Change of Control transaction, including, without limitation (if NCR is permitted to disclose), all of the relevant parties to such transaction, and (ii) the anticipated or actual date for the closing of such transaction. In the event that the anticipated date for the closing of such transaction changes, NCR shall promptly provide to ATM Co an updated NCR CIC Notice for such transaction, and such updated NCR CIC Notice shall be treated as the NCR CIC Notice for such transaction for all purposes in the Agreement.

(b) ATM Co Change in Control

ATM Co shall give Notice to NCR promptly after ATM Co or any of its Affiliates enter into any binding agreement that contemplates transactions that result in a Change of Control of ATM Co or (if no such agreement is entered into) upon the occurrence of a Change of Control of ATM Co (an "ATM Co CIC Notice"). Each ATM Co CIC Notice shall contain (i) a brief description of the relevant ATM Co Change of Control transaction, including, without limitation (if ATM Co is permitted to disclose), all of the relevant parties to such transaction, and (ii) the anticipated or actual date for the closing of such transaction. In the event that the anticipated date for the closing of such transaction changes, ATM Co shall promptly provide to NCR an updated ATM Co CIC Notice for such transaction, and such updated ATM Co CIC Notice shall be treated as the ATM Co CIC Notice for such transaction for all purposes in the Agreement.

(c) Divestitures

If Company or any Affiliate of Company divests or no longer Controls one or more Affiliates or other asset, operation or entity that was receiving Services under the Service Agreement (a "Divested Business"), then, at Company's election, Vendor shall continue to provide Services to such Divested Business, pursuant to a subcontract between Company and the Divested Business, for the period requested by Company, not to exceed three (3) months after the closing date of such transaction (the "Divestiture Period"). Vendor shall provide the Services to the Divested Business in accordance with the terms and conditions (including, without limitation, pricing) of the Service Agreement (the terms of which, notwithstanding anything to the contrary set forth in the Service Agreement, may be disclosed to such Divested Business and its acquirer). Company will continue to be responsible for the Charges for such Services (based on existing charging methodologies), unless Vendor and the Divested Business (or the acquirer of such Divested Business) enter into a separate agreement for provision of such Services. In such event, or upon the conclusion of the Divestiture Period, the Service Agreement shall (if necessary) be modified to reflect the reduction in Services and Charges.

3. TERM OF AGREEMENT

3.1. Term of Agreement

Unless earlier terminated in accordance with the provisions of the Agreement, each Service Agreement will commence as of the Effective Date and will remain in effect until the third anniversary of the Effective Date (the "Initial Term"). The Initial Term for each Service Agreement will renew for successive additional terms of 12 months each (each, an "Extension Term"), unless either Company or Vendor provides Notice of termination to the other Party at least 90 days prior to the scheduled expiration of the then-current Service Agreement Term. Any such Extension Term shall be on the terms, conditions and pricing

in effect at the time of the commencement of such Extension Term, and is subject to early termination in accordance with the provisions of the Service Agreement. The Initial Term and applicable Extension Term(s) for applicable Services and Service Agreement are collectively referred to herein as the "Service Agreement Term" for such Services and Service Agreement.

4. THE SERVICES

4.1. Services

Starting on the Effective Date and continuing throughout the Service Agreement Term, Vendor shall provide the Services to Company and to other members of the Company Group designated by Company upon execution of one or more Purchase Orders by Company and Vendor. In the event that Company submits a Purchase Order to Vendor on or after the Effective Date to request Services that are in-scope as described in the Master Services Schedules and are in relation to Customer Agreements, Vendor must accept and countersign such Purchase Order, provided that such Purchase Order does not amend, add to or delete any of the terms and conditions of the Service Agreement. Company and Vendor may mutually agree to amend the Service Agreement in a Purchase Order as to the Services referenced in such Purchase Order. For clarity, expiration or termination of a Purchase Order does not (by itself) terminate the obligation of Vendor to provide Services covered by that Purchase Order in the future in the event another Purchase Order for such Services is executed by Company and Vendor.

4.2. New Services

(a) Procedures

Company may request from time to time that Vendor perform New Services reasonably related to the Services or other services generally provided by Vendor ("New Service Request"). In Vendor's sole discretion, upon Vendor's receipt of a New Service Request, Vendor may elect to prepare a New Services proposal for Company's consideration. Any New Services proposal prepared by Vendor shall include the elements set forth in Section 4.2(b) below, unless otherwise agreed by the Parties. Company may accept or reject any New Services proposal in its sole discretion and Vendor shall not be obligated to perform any New Services to the extent the proposal is rejected. If Company accepts Vendor's proposal, Vendor will perform the New Services and will be paid in accordance with the proposal submitted by Vendor, or other terms as may be agreed upon by the Parties, and the applicable provisions of the Agreement. Upon Company's acceptance of a New Services proposal, the scope of the Services will be expanded to include such New Services and such accepted New Services proposal will be documented in an amendment to the Service Agreement.

(b) New Services Proposal

Vendor's proposal for New Services requested by Company shall include the following:

(i) a commercially reasonable schedule for implementing the New Services;

(ii) Vendor's proposed charges for such New Services (in accordance with Section 4.2(a)) (which shall be quoted on a "cost plus", arms' length basis consistent with the terms and conditions of the Pricing Schedule, unless otherwise agreed by the Parties);

(iii) to the extent applicable, a description of any new or additional Software, tools, Equipment or other resources required for Vendor to implement and provide such New Services; and

(iv) any other information reasonably requested by Company.

4.3. Service Evolution and Continuous Improvement

(a) Technology; Service Evolution

Vendor will: (i) provide the Services using technology at a level current with the technology that Vendor implements for its general internal operations and at least comparable to the level of technology generally adopted from time to time for best practices for provision of similar services; (ii) keep knowledgeable about changes and advancements over time in the technology necessary to provide the Services; and (iii) in performing the Services, utilize processes, procedures and practices that are consistent with the best practices it utilizes in performing services similar to the Services for its other customers, which practices will, at a minimum, be consistent with the best practices of similarly situated providers offering similar services in the jurisdictions where Services are provided. The Parties anticipate that the Services will evolve and be supplemented, modified, enhanced or replaced over time to keep pace with best practices in the relevant industry in the jurisdictions where the Services are provided, technological advancements and improvements in the methods of delivering Services. To the extent that Vendor and its Affiliates update their own product and service offerings, the Parties acknowledge and agree that (a) Vendor will make corresponding changes to the Services for Company (to the extent reasonably applicable to such Services), and (b) these changes will modify the Services and will not be deemed to result in new services outside the scope of the Service Agreement or additional Charges.

(b) Continuous Improvement

Vendor shall diligently and continuously improve the performance and delivery of the Services by Vendor and the elements of the policies, processes, procedures and systems that are used by Vendor to perform and deliver the Services, including, without limitation, re-engineering, tuning, optimizing, balancing and reconfiguring the processes, procedures and systems used to perform, deliver, track and report on, the Services. From time to time, Company may request that Vendor identify all material policies, processes, procedures and systems that are used by Vendor to perform and deliver the Services.

4.4. Performance and Service Levels

(a) Service Levels

Vendor agrees that the performance of the Services will meet or exceed each of the applicable Service Levels set forth in the Customer Agreements, subject to the limitations and in accordance with the provisions set forth in the Service Agreement. Vendor will use commercially reasonable efforts to provide all Services without expressly defined Service Levels with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and efficiency as provided prior to the Effective Date by or for Company Group. Vendor will perform all tasks necessary to complete the Services in a timely and efficient manner.

(b) Performance Monitoring; Reports

Vendor shall implement and operate all measurement and monitoring tools and procedures required to measure and report its performance relative to the applicable Service Levels in accordance with the relevant Customer Agreements. Vendor shall provide a set of hard- and soft-copy reports to verify Vendor's performance and compliance with the Service Levels when required by the Customer Agreements to both Company and/or the applicable Company Customer(s) ("Performance Reports"), as directed by Company. Vendor shall provide Company Group access to any details or supporting information used to generate such Performance Reports.

4.5. Company Policies

Vendor shall perform the Services in accordance with all policies and procedures of general application of Company Group as set forth in the Company Policies Schedule (collectively, "Company Policies") and such amendments, updates and changes thereto, as published by Company Group from time to time; provided that Company Group shall provide Vendor at least thirty (30) days advance Notice of any such amendment, update or change.

4.6. Vendor to Provide and Manage Necessary Resources

Except as otherwise expressly provided in the Service Agreement, Vendor will have the responsibility and obligation to provide and administer, manage, support, maintain and pay for all resources (including, without limitation, personnel, software, facilities, furniture, fixtures, Equipment, space and all upgrades, improvements, replacements services and other items, however described) necessary or appropriate for Vendor to provide, perform and deliver the Services.

4.7. Customer Agreements

(a) In providing the Services, Vendor shall comply with all of the terms and conditions of the Customer Agreements.

(b) In a Vacated Jurisdiction, neither Company nor Vendor will take any action, by amending a Customer Agreement or otherwise, to increase the other Party's obligations, volume, scope, or liabilities without the prior written consent of the other Party.

(c) Vendor may (on one or more occasion) provide written notice (an "Assignment Notice") to Company of Vendor's intent to purchase one or more Prior Vendor Contracts, provided that (i) the Prior Vendor Contracts must be limited to Vacated Jurisdictions, and (ii) the subject matter of such Assignment Notice must be either (A) Prior Vendor Contracts with a global customer (and/or Affiliates of such customer) of Vendor and its Affiliates, or (B) all of the Prior Vendor Contracts in a country. Upon Company's receipt of the Assignment Notice from Vendor, Company and Vendor will reasonably cooperate with such purchase, assignment, and transition of applicable Customer Agreements to Vendor on reasonable terms and conditions at a mutually agreed price.

4.8. Reports

In addition to Performance Reports, Vendor will provide Company with those reports identified in the Service Agreement, and those reports reasonably requested by Company from time to time during the applicable Service Agreement Term ("Reports"), in accordance with any requirements (including, without limitation, any timing requirements) set forth in the Service Agreement.

4.9. Vendor Excused Performance

Vendor shall be responsible for the performance of the Services in accordance with the Service Agreement even if such Services are actually performed or dependent upon services performed by Vendor Agents. Vendor and Company will perform their respective duties, obligations and responsibilities set forth in each Service Agreement. Company's failure to perform Company-designated duties, obligations or responsibilities (if any) set forth in the Master Services Schedules will excuse Vendor's obligation to perform its obligations under the Service Agreement only if and to the extent Vendor: (i) provides Notice to Company of such failure to perform promptly after Vendor first knew of, or should have known of, such failure (which Notice shall describe the effect of such failure on Vendor's performance); (ii) provides Company with reasonable opportunity to correct such failure and mitigate the effect of such failure on Vendor's performance; (iii) demonstrates that Company's failure to perform was the direct cause of Vendor's inability to perform and that neither Vendor nor any Vendor Agent contributed to or caused Company's failure; (iv) identifies and pursues all commercially reasonable means to avoid or mitigate the impact of Company's failure to perform; and (v) uses commercially reasonable efforts to perform notwithstanding Company's failure to perform.

5. SERVICE LOCATIONS

5.1. Service Locations

Vendor shall support, and provide Services in, the jurisdictions specified in the applicable Customer Agreements.

5.2. Shared Service Locations

If (i) Vendor provides the Services to Company Group from a Vendor Facility that is shared with a Third Party or Third Parties or from a Vendor Facility from which Vendor provides services to a Third Party or Third Parties, or (ii) any part of the business of Vendor or any such

Third Party is now or is in the future competitive with any part of the business of Company Group, then Vendor shall develop a process to restrict physical and logical access in any such shared environment to Company Group's Confidential Information or Personal Information so that Vendor Personnel providing services to any competitor of Company Group do not have access to Company Group's Confidential Information or Personal Information. Such process shall comply with Section 15.

6. CONTINUED PROVISION OF SERVICES

6.1. Force Majeure

(a) Generally

If and to the extent that a Party's performance is prevented or delayed as a result of a Force Majeure Event, then the affected performance will be excused for so long as the Force Majeure Event continues to prevent or delay performance and the affected Party continues efforts to recommence performance to the extent possible without delay, including, without limitation, through the use of alternate sources and workaround plans. The affected Party will promptly notify the other Party verbally, describing the Force Majeure Event and the affected performance obligations in reasonable detail, and shall thereafter provide the other Party with daily updates (and more frequent updates if requested) as to the status of its efforts to recommence performance and Notify the other Party upon conclusion of the Force Majeure Event.

(b) Non-Excused Obligations

Notwithstanding Section 6.1(a), Force Majeure Events do not excuse any of Vendor's obligations to meet the Security Requirements. In no event shall the non-performing Party be excused under this Section 6.1 for (i) any non-performance of its obligations under the Agreement having a greater scope or longer period than is justified by the Force Majeure Event; or (ii) the performance of obligations that should have been performed prior to the Force Majeure Event. Other than a Force Majeure Event subject to the parameters of this Section 6.1, neither Party will assert any excuse or defense to a breach of contract claim under the doctrine of "impossibility," "impracticability" or "frustration of purpose" or other similar legal argument.

6.2. No Payment for Unperformed Services

Company is not required to pay for those Services that are not performed, whether because of a disaster, Force Majeure Event or otherwise, regardless of whether such non-performance is excused.

6.3. Allocation of Resources

Whenever a Force Majeure Event or a disaster causes Vendor to allocate limited resources among Vendor's and its Affiliates' customers, Vendor will not give other such customers priority over Company and any of the Company Customers.

7. COMPLIANCE WITH LAWS

7.1. Compliance Generally

(a) Compliance with Laws

Vendor shall perform the Services in compliance with all Laws applicable to Vendor in its performance and delivery of the Services. Vendor shall promptly Notify Company of discovering any material non-compliance with any of the Vendor obligations set forth in this Section 7.1(a).

(b) Data Protection Laws

Without limiting Vendor's other obligations under this Section 7, Vendor (i) acknowledges that Personal Information is subject to Data Protection Laws; and (ii) will comply with all Data Protection Laws applicable to Personal Information and the Services, as more particularly set forth in the Security Requirements.

7.2. Changes in Laws

Vendor and Company will work together in good faith to identify the effect of changes in Laws on the provision and receipt of the Services and will promptly discuss the changes to the Services, if any, required to comply with all Laws. Vendor shall conform the Services in a timely manner to any changes in Laws referred to in Section 7.1(a).

8. CHARGES; NEW SERVICES; INVOICES; AND PAYMENTS

8.1. Charges

In consideration of the Services under the Service Agreement, Company will pay Vendor the applicable Charges set forth in the Pricing Schedule, which will include any payments and payment-related terms not otherwise addressed in the Master Agreement. Company's payment may be made by check or wire transfer to an account designated by Vendor. An Affiliate of a party may make payments or receive payments under this Agreement on behalf of such party.

8.2. Invoices

A Purchase Order between Company and Vendor is required for Vendor to issue an invoice for Charges for Services covered by such Purchase Order. Vendor will invoice the Charges under the Service Agreement as and in the manner set forth in the Pricing Schedule, with invoices to include such detail as reasonably requested by Company. Vendor shall list all Company Taxes as separate line items on each Vendor invoice, detailed by jurisdiction. Except as otherwise set forth in a Schedule or Purchase Order, Vendor will invoice Company monthly in advance for all applicable Services, and payment of undisputed Charges is due upon the earlier of (i) thirty (30) days after the invoice date or (ii) first date of the Service, in each case, without deduction, discount, or offset of any kind. To the extent applicable, no later than sixty (60) days following performance of Services under an invoice, Vendor will provide a true-up for any incorrect amounts invoiced based on actual Services provided.

8.3. Taxes

(a) Responsibility

Company shall be responsible for Company Taxes and Vendor shall be responsible for Vendor Taxes. Company shall not be responsible for: (i) any Taxes not within the scope of the term Company Taxes as defined in this Master Agreement or (ii) any Taxes on any amounts (including, without limitation, taxes) that were previously paid or incurred by Vendor and that are passed through to and reimbursed by Company or that are paid directly by Company to a Third Party. Vendor shall be responsible for timely remitting all Company Taxes it collects or withholds from Company to the applicable Taxing Authority and, if necessary, registering with any applicable jurisdiction to which such Company Taxes are required to be remitted. To the extent Company Group is assessed a penalty or interest by any Taxing Authority for Taxes for which Vendor is responsible or for which Vendor does not timely remit to a Taxing Authority, Vendor shall be obligated to reimburse Company for the amount of any such penalty or interest.

(b) Exemptions

Notwithstanding anything to the contrary in the Agreement, if applicable Law excludes or exempts a payment or transaction contemplated herein from a Tax, and if such applicable Law also provides an exemption procedure, such as an exemption certificate requirement, then, if Company complies with such procedure, Vendor shall not invoice or collect such Tax during the effective period of the exemption. Vendor will make all reasonable efforts to ensure that any exemption from any Company Tax that is available to Company will be utilized when Vendor makes any purchase on behalf of Company.

(c) Withholding Taxes

Company shall be responsible for any Withholding Tax liability asserted by any Taxing Authority against Company as a result of payments made by Company to Vendor under the terms of the Service Agreement. For the avoidance of doubt, Company shall pay all amounts due under the invoice and shall separately pay any applicable Withholding Tax to any Taxing Authority. Upon Vendor’s request, following the payment of any such Withholding Tax, Company shall provide Vendor with written proof of such payment.

(d) Cooperation

The Parties agree to reasonably cooperate with each other to enable each to more accurately determine its own Tax liabilities and to minimize such Taxes incurred in connection with the Agreement to the extent legally possible. Vendor’s invoices shall separately state the amount of any Taxes Vendor is collecting from Company. Where applicable, Company and Vendor shall cooperate to segregate all fees into the following payment streams: (i) those for taxable Services; and (ii) those for non-taxable Services. In those instances where the payment stream is for taxable Services, and Vendor is required to collect or withhold Taxes with respect to such payment, Vendor shall also provide the applicable rate of Tax on the invoice.

(e) Tax Claims

Each Party will promptly Notify the other Party of any claim for Taxes asserted by applicable Taxing Authorities for which the other Party is responsible pursuant to the terms of the Agreement. Except to the extent otherwise provided herein, Vendor shall treat any claims consistently across all customers of Vendor so as not to prejudice Company's or a Company Customer's interest in favor of Vendor or any other Vendor customer (or customer of a Vendor Affiliate). Notwithstanding anything to the contrary in the Agreement, the Party that signed the form or return with respect to which any claim arises shall have the right to elect to control the response to and settlement of the claim, but the other Party shall have all rights to participate in the responses and settlements that are appropriate to its potential responsibilities or liabilities under the Agreement. The Party controlling the response to and settlement of the claim shall attempt to minimize any such Tax liability to the extent reasonably possible. Each Party shall bear its own expenses in connection with any such Tax claims.

8.4. Rights of Set-Off

(a) Company Right of Set-Off

Company shall have the right to set off against amounts owed by Company under the Service Agreement any amount that Vendor is obligated to pay or credit Company under the Service Agreement. Notwithstanding the foregoing, if the amount to be so paid or reimbursed by Vendor in any specific month exceeds the Charges to Company for such month, Vendor shall promptly pay any difference to Company by check or wire transfer to an account designated by Company during such month. Any such set-off shall not be treated as disputed under Section 8.5.

(b) No Right of Set-Off Between Service Agreements

Notwithstanding anything to the contrary in the Agreement, neither Party shall or shall be permitted to set off amounts it owes pursuant to one Service Agreement against amounts owed to it pursuant to the other Service Agreement.

8.5. Disputed Charges/Credits

Company may withhold payment of any portion of an invoice that it disputes in good faith. Company shall notify Vendor of any such Dispute as soon as practicable after the discrepancy has been discovered. The Parties will investigate and resolve the Dispute using the Dispute Resolution Procedures. Unpaid amounts that are the subject of a good faith Dispute may be withheld by Company and will not be considered a basis for monetary default under, or a breach of, the Service Agreement. Any undisputed amounts will be paid by Company in accordance with Section 8.2. Company's failure to dispute or withhold a payment will not operate as a waiver of the right to dispute and recover such amount.

9. GENERAL OBLIGATIONS

9.1. Cooperation and Good Faith

The Parties covenant to timely and diligently cooperate in good faith to effect the purposes and objectives of the Agreement.

9.2. Services

Vendor shall render Services using personnel that have the necessary knowledge, training, skills, experience, qualifications and resources to provide and perform the Services in accordance with the Agreement and applicable Customer Agreements, and shall render Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

9.3. No Solicitation

(a) General

During the Service Agreement Term, neither Party (nor its Affiliates) shall knowingly solicit any employee or subcontractor of the other Party or its Affiliates who is or was actively involved in the performance, provision or use of any of the Services, or knowingly hire any employee or subcontractor of the other Party or its Affiliates who is or was actively involved in the performance, provision or use of any of the Services, unless otherwise agreed in writing by the Parties.

(b) Exceptions

Notwithstanding the other terms of this Section 9.3, the Parties acknowledge and agree that the Service Agreement will not prohibit: (i) solicitation and employment permitted pursuant to the terms and conditions of the Master Services Schedules; (ii) solicitations through general public advertisements or other publications of general public circulation not targeted directly or indirectly at the other Party's or its Affiliates' employees; or (iii) the solicitation for employment or employment by one Party (or any of its Affiliates) of a former employee or an individual subcontractor of the other Party (or an Affiliate of the other Party) who, at the date of such solicitation or employment, was not an employee or an individual subcontractor of such Party (or Affiliate of such Party) and either (a) voluntarily terminated their employment by or contract with such Party or an Affiliate of such Party without solicitation by, or other involvement by, the other Party or its Affiliates, provided that the solicitation and employment described in this clause (a) shall only be permitted ninety (90) or more days after such voluntary termination, or (b) had been laid off or had their employment otherwise involuntarily terminated by such Party or an Affiliate of such Party.

9.4. Export; Regulatory Approvals

(a) Export Laws

(i) The Parties acknowledge that the export, re-export, transfer, provision or release of certain items (including, without limitation, products, services, technology, technical data and software) and other related transactions may be subject to licensing requirements and/or other restrictions under export Laws. Export Laws include, without limitation, the Export Administration Regulations, 15 C.F.R. Parts 730-774, administered by the U.S. Department of Commerce's Bureau of Industry and Security; the International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130, administered by the U.S. Department of State's Directorate of Defense Trade Controls; the regulations and sanctions programs administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, 31 C.F.R. Parts 500-599; and the Laws of other countries governing the export, re-export, or in-country transfer of certain items. Each Party agrees to comply with all applicable export Laws when, directly or indirectly, exporting, re-exporting, or transferring items subject to those Laws.

(ii) Each Party acknowledges that the transmission of controlled technology and software out of the United States of America (including, without limitation, through downloads, email or other electronic transmission) is an export and that the release of controlled technology, technical data, or software source code to a foreign national in the United States of America is deemed to be an export to the person's country or countries of nationality. Vendor is responsible for monitoring and controlling access to technology, technical data and software source code and obtaining any applicable export reviews, licenses or other authorizations.

(iii) For any products, services, technology, technical data or software provided by Company Group to Vendor ("Company Export Materials"), Vendor shall be responsible for obtaining all reviews, licenses or other authorizations necessary for the export, re-export, transfer, provision or release of such Company Export Materials (i) within Vendor's enterprise; (ii) from Vendor to Vendor Agents; (iii) from Vendor Agents to Vendor; (iv) from Vendor or Vendor Agents to Company Customers; or (v) from Company Group to Vendor or Vendor Agents, where Vendor has directed, the Agreement provides, or the Parties have otherwise agreed that Company Group will export such Company Export Materials directly to a member of Vendor's enterprise or a Vendor Agent.

(iv) Vendor shall be responsible for determining applicable export requirements and obtaining all reviews, licenses, or other authorizations necessary for the export, re-export, transfer, provision or release of any products, services, technology, technical data or software provided by Vendor or Vendor Agents to Company Group or Company Customers.

(b) Prohibited Countries and Parties

Vendor agrees that neither Vendor nor any Vendor Agent will, in connection with Services provided to Company Group, engage in any business, directly or indirectly, in or with Cuba, Iran, North Korea, Sudan, Syria or any other country subject to a comprehensive sanctions program or embargo, or with Persons that are listed on the Consolidated Screening List or otherwise prohibited.

(c) Approvals

Vendor will timely obtain and maintain all necessary approvals, licenses and permits (required by Law or otherwise) applicable to its business and the provision of the Services, including, without limitation, any relating to trans-border data flows and Personal Information, applicable to Vendor, Company Group and/or use of any products and/or services under the Customer Agreements.

9.5. Malware

Vendor will take commercially reasonable diligent measures (consistent with the following sentence) to prevent the coding, introduction or proliferation of Malware into any Company Systems or environment of Company Group. Vendor will continue to review, analyze and implement improvements to and upgrades of its Malware prevention, correction and monitoring programs and processes that are commercially reasonable and consistent with the then current information technology industry's standards and, in any case, not less robust than the programs and processes implemented by Vendor with respect to its own information systems. Without limiting Vendor's other obligations under the Agreement, if Malware is found to have been introduced into the systems and/or the operating environments used to provide the Services, Vendor shall promptly notify Company and take commercially reasonable diligent efforts to mitigate the effects of the Malware at Vendor's expense; provided, however, Vendor shall take immediate action if required due to the nature or severity of the Malware's proliferation. Vendor's efforts in respect to any such Malware shall be provided at no additional charge to Company. All remediation efforts with respect to Malware must be in accordance with all of the Security Requirements. At Company's request, Vendor will report to Company the nature and status of all Malware elimination and remediation efforts.

9.6. Services Not to be Withheld

Vendor will not refuse to provide all or any portion of the Services in violation or breach of the terms of the Service Agreement.

10. REPRESENTATIONS AND WARRANTIES OF VENDOR

10.1. Representations and Warranties of Vendor

Vendor represents and warrants to Company as follows:

(a) Capability to Provide Services

Vendor has the requisite and necessary skills and experience to perform and provide the Services, and owns and possesses sufficient rights to grant all of the rights and licenses granted or to be granted, in accordance with the Agreement.

(b) Foreign Corrupt Practices Act

(i) For purposes of this Section 10.1(b), "Vendor Group" means Vendor and its Affiliates, and all of their respective officers, directors, employees and agents. Vendor represents, warrants and covenants that the Vendor Group has not and shall not violate, or cause Company Group to violate, the United States Foreign Corrupt Practices Act or any other applicable anticorruption Laws ("FCPA") in connection with the Services provided under the Service Agreement and that the Vendor Group has not, and agrees that the Vendor Group shall not, in connection with the transactions contemplated by the Service Agreement, or in connection with any other business transactions involving Company Group, pay, offer, promise, or authorize the payment or transfer of anything of value, directly or indirectly to:

(1) any government official or employee (including, without limitation, employees of government owned or controlled companies or public international organizations) or to any political party, party official, or candidate for public office; or

(2) any other Person if such payments or transfers would violate the Laws of the country in which such payments or transfers are made, or the Laws of the United States.

(ii) It is the intent of the Parties that no payments or transfers of value by Company Group or any member of the Vendor Group in connection with the Service Agreement shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in, extortion, kickbacks, or other unlawful or improper means of obtaining business.

(iii) Vendor represents, warrants and covenants that it is familiar with the provisions of the FCPA and agrees that:

(1) Vendor will ensure that all members of the Vendor Group that take actions in connection with or provide Services in support of the Service Agreement will remain free from all conflicts of interest at all times during the Service Agreement Term and will not leverage any external relationships for the purpose of improperly influencing any commercial transaction or any governmental matter; and

(2) the Vendor Group has not previously engaged in conduct that would have violated the FCPA had Vendor Group been subject to its terms.

(iv) Vendor acknowledges and agrees that Company may, with reasonable advance Notice of at least thirty (30) days, impose additional obligations upon Vendor Group at Company's discretion consistent with best practices to ensure compliance with the FCPA.

(v) In the event that Company reasonably believes in its sole discretion that Vendor has breached this Section 10.1(b), Company may suspend any of its obligations under the Service Agreement (including, without limitation, payment obligations) with immediate effect for a reasonable period during which Company investigates such breach. Furthermore, all obligations of payment to Vendor by Company shall be immediately extinguished and Company shall have the right to demand the return of all funds already paid to Vendor, except to the extent that Vendor can provide reasonable assurances that funds were not used to make a payment in violation of this Section 10.1(b).

10.2. Disclaimer

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, THE PARTIES MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING, WITHOUT LIMITATION, THE MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, OR OTHER MATERIALS PROVIDED UNDER THE AGREEMENT.

11. GOVERNANCE

11.1. Account Governance

Company and Vendor will meet as required, but not less than once during each calendar quarter during the Service Agreement Term, to review the Parties' business relationship contemplated by the Service Agreement, including, without limitation, Vendor's overall performance of the Services and Company's total cost of ownership (cost, quality, delivery, service, technology) of the Services. At a minimum, the Vendor Client Executive and Company Contract Manager will attend such meetings, which will be scheduled at a time and place mutually agreeable to both Parties.

11.2. Vendor Client Executive

(a) Appointment

Vendor will designate a senior-level individual who will be primarily dedicated to Company's account (the "Vendor Client Executive"). The Vendor Client Executive (i) must be approved by Company, (ii) will be the primary contact for Company in dealing with Vendor under the Service Agreement, (iii) will have overall responsibility for managing and coordinating the delivery of the Services, (iv) will meet regularly with the Company Contract Manager, (v) will have the power and authority to make decisions with respect to actions to be taken by Vendor in the ordinary course of day-to-day management of Company's account in accordance with the Service Agreement, and (vi) will serve as an escalated point of contact for Service delivery issues in accordance with the Dispute Resolution Procedures.

(b) Replacement

Vendor shall, if possible, give Company at least ninety (90) days advance Notice of a change of the Vendor Client Executive. If Vendor is unable to provide ninety (90) days' advance Notice as a result of a Permitted Client Executive Reassignment Exception, then Vendor shall give Company the longest Notice otherwise possible. Vendor shall address, to Company's satisfaction, any concerns that Company may have with the proposed change or promptly propose a different individual for such position. As used herein, "Permitted Client Executive Reassignment Exception" means any of the following: Vendor Client Executive (x) voluntarily resigns from Vendor, (y) is unable to work due to his or her death, injury or disability, or (z) is removed from the Company assignment at the request of Company.

11.3. Company Contract Manager

During the Service Agreement Term, Company will designate a senior level individual (i) who will serve as Company's primary contact for Vendor in dealing with Company under the Service Agreement, (ii) who will have the power and authority to make decisions with respect to actions to be taken by Company in the ordinary course of day-to-day management of the Service Agreement, and (iii) who will serve as an escalated point of contact for any Service delivery issues in accordance with the Dispute Resolution Procedures (the "Company Contract Manager"). The Company Contract Manager may designate in writing a reasonable number of additional Company employees to be points of contact for Company with respect to particular subject matters relating to the Service Agreement. Company may from time to time replace the individual serving as the Company Contract Manager by providing Notice to Vendor.

12. RELATIONSHIP PROTOCOLS

12.1. Non-Exclusivity; Personnel; Vendor Cooperation

(a) Non-Exclusivity

The relationship between the Parties pursuant to the Service Agreement is non-exclusive, except to the extent set forth in the Master Services Schedules.

(b) Background Investigations

To the extent permitted by applicable Law, Vendor shall have performed a background investigation of all of Vendor Personnel who will perform any of the Services, or any part thereof or related thereto, or will have physical or logical access to any of Company Group's Confidential Information or Personal Information, in accordance with the requirements set forth in Background Investigations Schedule. Vendor shall not knowingly assign any personnel to Company's account or otherwise permit any of its personnel to have physical or logical access to Company Group's Confidential Information or Personal Information who have been found to have engaged in criminal acts that involve fraud, dishonesty, or breach of trust, or violated any provision of the Federal Crime Bill or that constitute a felony under applicable Law (collectively, "Felony"). Vendor will have the ongoing duty, upon learning that one of Vendor's employees, or one of the Vendor Agents, or one of Vendor Agents' employees has been convicted of a Felony, to remove such individual immediately from the Company account and Notify Company that such individual was removed as a result of a Felony conviction.

(c) Independent Contractor

Neither Vendor nor Vendor Personnel are or shall be deemed to be employees or agents of Company Group. Vendor shall be solely responsible for the payment of compensation (including, without limitation, provision for employment taxes, federal, state and local income taxes, workers compensation and any similar taxes) associated with the employment of Vendor Personnel. Vendor acknowledges and agrees that only eligible employees of Company Group are entitled to benefits under Company Group's (i) pension and welfare plans and (ii) any other benefit arrangements; and that Vendor's status as an independent contractor makes Vendor Personnel ineligible to participate in these plans and arrangements. Vendor shall also be solely responsible for obtaining and maintaining all requisite work permits, visas, and any other documentation for Vendor Personnel.

12.2. Use of Vendor Agents

(a) Subcontracting

Subject to the limitations contained in any of the Customer Agreements, Vendor is entitled to subcontract any portion of the Services without the consent of Company.

(b) Vendor Retains Responsibility

(i) Vendor is responsible for the work and activities (including, without limitation, performance, acts and omissions) of each of the Vendor Agents and Vendor Personnel employed by Vendor Agents, and Vendor will continually monitor and manage such Vendor Agents. Vendor will remain Company's sole point of contact regarding the Services.

(ii) Vendor is responsible for all payments to Vendor Agents.

(c) Cooperation with Company

Vendor will ensure that each Vendor Agent engaged by Vendor to perform a portion of the Services will make, execute and deliver to Company such disclosures and agreements as Company may from time to time reasonably request in order to comport with the requirements of applicable Laws and Customer Agreements.

13. INSPECTIONS AND AUDITS

(a) Vendor Records

Vendor shall maintain, at all times during the Service Agreement Term and at no additional charge to Company, reasonably complete and accurate records and supporting documentation pertaining to: (i) all Charges and financial matters under the Service Agreement, in all cases prepared in accordance with U.S. GAAP, and (ii) performance of the Services (collectively, "Vendor Records"), all in a manner sufficient to permit the Audits in accordance with this Section 13.

(b) Financial Audits

Vendor shall provide to Company and Company Auditors the right to perform financial audits and inspections ("Financial Audits") to verify the accuracy and completeness of Vendor's invoices and Charges and other financial matters under the Service Agreement. If a Financial Audit reveals that errors have been made in connection with the Charges, then the Parties will work together to correct the errors, and any overpayments revealed by the Financial Audit will be promptly paid by Vendor or credited to Company, and any underpayments revealed will be promptly paid by Company. In addition, if the Financial Audit reveals any overpayment that is greater than five percent (5%) of the amount that was actually due for the period being audited, Vendor, subject to the opportunity to dispute the Financial Audit findings in good faith, shall bear the cost of the Financial Audit. If repeated Financial Audits reveal that there are consistent errors in connection with Charges, this problem will be escalated in accordance with the Dispute Resolution Procedures.

(c) Third Party Audits

Notwithstanding the other provisions of this Section 13, Vendor acknowledges and agrees that (i) a Governmental Authority may require an Operational Audit with or without prior notice to Company or Vendor, and (ii) a Company Customer may require an Operational Audit pursuant to the terms and conditions of the applicable Customer Agreement (collectively, "Third Party Audits").

(d) General Principles Regarding Audits

(i) Access. Financial Audits will be conducted, and Company will use good faith efforts to cause Third Party Audits to be conducted, in a manner that does not unreasonably disrupt or delay Vendor's performance of services for its other customers. Access to the Vendor Records during an Audit shall include the right to inspect and photocopy same, and the right to retain copies of such Vendor Records outside of the Vendor Facilities and/or other Vendor or Vendor Agent premises, with appropriate safeguards and confidentiality provisions, if such retention is deemed necessary by Company, Company Auditor or applicable Third Party Auditor.

(ii) Cooperation. Vendor shall provide reasonable cooperation to Company, Company Auditors and Third Party Auditors, provided that Vendor shall provide all cooperation required by a Governmental Authority.

(iii) Frequency. Company may conduct no more than one Financial Audit within any twelve month period. For clarity, there are no limits on the number of Audits (A) required by a Governmental Authority, or (B) required by Company Customers pursuant to the terms and conditions of the Customer Agreements.

(iv) Survival. Vendor's obligations under this Section 13 shall extend beyond the Service Agreement Term for the period specified by Company's record retention policy, as it may be modified from time to time.

(e) Cost of Audits

Company shall be responsible for all costs associated with Financial Audits (other than Vendor's reasonable cooperation and provision of access), except as provided for in Section 13(b). Each Party shall be responsible for its own costs associated with Third Party Audits, provided Company shall reimburse Vendor for any such costs to the extent such reimbursement of Vendor costs is in fact recovered by Company pursuant to the terms and conditions of an applicable Customer Agreement. If the Company does not recover sufficient funds from the relevant Company Customer to cover all of the costs reasonably incurred by Company and Vendor for the relevant Third Party Audit, then Company will reimburse Vendor a pro rata portion of the relevant funds recovered from such Company Customer based on the relative costs reasonably incurred by each of Company and Vendor.

(f) Vendor Records Retention

Vendor shall safeguard and retain all Vendor Records for such period as may be required by any Law applicable to Company Group or pursuant to the document retention policies of Company Group provided to Vendor from time to time. If Vendor is notified by Company of a current and continuing obligation to retain Vendor Records related to a legal matter, Vendor will suspend its normal retention practices related to the relevant documents until Company notifies Vendor the legal hold for records has been lifted. All such Vendor Records shall be maintained in such form (for example, in paper or electronic form) as Company may reasonably direct.

14. INTELLECTUAL PROPERTY

14.1. Ownership of Pre-Existing Intellectual Property

Each Party and its Affiliates owns and shall continue to own its Pre-Existing Intellectual Property. Intellectual Property licensed by a Third Party to a Party or any of its Affiliates that is owned by such Third Party shall continue to be owned by such Third Party. Nothing contained in the Agreement shall in any way change or affect, implicitly or explicitly, any ownership of any Pre-Existing Intellectual Property or Intellectual Property owned by a Third Party.

14.2. Ownership and Rights with Respect to New Intellectual Property

To the extent any New Intellectual Property is created, developed, or arises or results from any activities associated with any Services specified in any Purchase Order or any other activities or engagements associated with such Purchase Order, ownership and rights with respect thereto will be specified in the applicable Purchase Order. To the extent any New Intellectual Property is created, developed, or arises or results from any activities or engagements under the Agreement that are not connected to or associated with any Purchase Order, one of the Parties shall identify such Intellectual Property to the other Party, and the Parties shall negotiate in good faith ownership and rights associated therewith. If the Parties cannot reach agreement with respect to such ownership and rights, then:

(a) ownership shall be in accordance with applicable law; and

(b) the non-owning Party is hereby granted:

(i) a personal, non-exclusive, non-transferable (except (A) to an Affiliate of such non-owning Party, or (B) in conjunction with the sale to a third party of all or substantially all of the equity or assets of (1) such non-owning Party, (2) an Affiliate of such non-owning Party, or (3) a business of such non-owning Party or any of its Affiliates to which this license in this Section 14.2(b)(i) applies), sublicensable (but only to the extent necessary to carry out such non-owning Party's and its Affiliates' businesses), fully paid-up, perpetual, worldwide license under and to use the portion(s) of such New Intellectual Property that arise or result from, or are based on, any of the Intellectual Property (including the Pre-Existing Intellectual Property) of such non-owning Party or any of its Affiliates to carry out any of their businesses; and

(ii) a personal, non-exclusive, non-transferable, non-sublicensable (except to its Affiliates and Persons operating on behalf of and for such non-owning Party or its Affiliates to the extent such Person is operating on behalf of and for such non-owning Party or its Affiliates), fully paid-up, perpetual, worldwide license under and to use such other portion(s) of New Intellectual Property that are specifically relevant to such non-owning Party's or any of its Affiliates' businesses to the extent absolutely necessary for such non-owning Party or any of its Affiliates to carry out their ordinary businesses.

To the extent there is a conflict between this Master Agreement, the Master Services Schedules, and a Purchase Order as it relates to Intellectual Property ownership and rights, the order of precedence shall be the Purchase Order, the Master Services Schedules, and then the rest of this Master Agreement.

14.3. No Other Rights

Except to the extent specifically provided herein, in the Master Services Schedules, or in a Purchase Order, neither Party nor any of its Affiliates is granted or provided with, or obtains, implicitly or explicitly, any rights (including, without limitation, ownership rights) under, to or with respect to any Intellectual Property of the other Party, any of its Affiliates or any Third Party.

15. CONFIDENTIALITY AND DATA

15.1. Confidential Information

NCR and ATM Co each acknowledge that the other Party may possess and may continue to possess Confidential Information, which has commercial value in such other Party's business and is not in the public domain. For the purposes of this Section 15, neither Party nor any of their respective Agents shall be considered contractors or subcontractors of the other Party.

15.2. Obligations

NCR and ATM Co will each refrain from misuse, unauthorized access, storage and disclosure, will hold as confidential and will use the same level of care to prevent misuse, unauthorized access by, storage, disclosure, publication, dissemination to and/or use by Third Parties of, the Confidential Information of the other Party as it employs to avoid misuse, unauthorized access, storage, disclosure, publication, dissemination or use of its own information of a similar nature, but in no event less than a reasonable standard of care. Notwithstanding the foregoing confidentiality and similar obligations in this Section 15 (but subject to compliance with applicable Laws), the Parties may disclose to and permit use of the Confidential Information by the ultimate parent company of such Party and its subsidiaries, their respective legal counsel, auditors, contractors and subcontractors where: (a) such disclosure and use is reasonably necessary, and is only made with respect to such portion of the Confidential Information that is reasonably necessary to permit the Parties to perform their obligations or exercise their rights hereunder, for the ultimate parent company of a Party to manage its investment in its subsidiaries (including, without limitation, the Party), or for their respective legal counsel, auditors, contractors and subcontractors to provide the Services to or on behalf of the other Party (or its Affiliates) or for the Party to use the Services or to assist with the management activities of the ultimate parent company of the Party; (b) any such auditors, contractors and subcontractors are bound in writing by obligations of confidentiality, non-disclosure and the other restrictive covenants at least as restrictive and extensive in scope as those set forth in this Section 15; and (c) a Party assumes full responsibility for the acts or omissions of the Persons to which each makes disclosures of the Confidential Information of the other Party

no less than if the acts or omissions were those of such Party. Without limiting the generality of the foregoing, neither Party will publicly disclose the terms of the Agreement, except to the extent permitted by this Section 15 and/or to enforce the terms of the Agreement, without the prior written consent of the other Party. Notwithstanding termination or expiration of either Service Agreement, and upon written request of the other Party, the recipient of Confidential Information of such other Party will promptly return or destroy all copies of Confidential Information of such other Party, except (i) the extent required by the recipient to perform its obligations under either Service Agreement and (ii) for electronic copies which recipient may retain in accordance with its standard data retention policies and applicable Law, and which will remain subject to this Section 15. The obligations in this Section 15 for an item of Confidential Information will apply for a period of three years following the date of first disclosure of that item of Confidential Information, except with respect to trade secrets for which the obligations in this Section 15 will apply for so long as they remain trade secrets under applicable Law.

15.3. Exclusions

Notwithstanding the foregoing, this Section 15 shall not apply to any information which the receiving Party can demonstrate was or is: (a) at the time of disclosure to it, in the public domain; (b) after disclosure to it, published or otherwise becomes part of the public domain through no fault of the receiving Party; (c) without a breach of duty owed to the disclosing Party, is in the possession of the receiving Party at the time of disclosure to it; (d) received after disclosure to it from a Third Party who had a lawful right to and, without a breach of duty owed to the disclosing Party, did disclose such information to it; or (e) independently developed by the receiving Party without breaching this Section 15. Further, either Party may disclose the other Party's Confidential Information to the extent required (A) by Law to which such Party or any of its Affiliates is subject, or (B) by an order of a court or other Governmental Authority. However, in the event of disclosure pursuant to Law or an order of a court or other Governmental Authority, and subject to compliance with Law, the recipient of such Confidential Information shall give the disclosing Party prompt Notice to permit the disclosing Party an opportunity, if available, to obtain a protective order or otherwise protect the confidentiality of such information, all at the disclosing Party's cost and expense.

16. OWNERSHIP AND SECURITY

16.1. Ownership

All Company Group Confidential Information (including, without limitation, records and reports related to Company Group, the Company Business and the Services) and Personal Information whether in existence at the Effective Date or compiled thereafter in the course of performing the Services, shall be treated by Vendor and Vendor Agents as the exclusive property of Company Group and the furnishing of such Company Group Confidential Information or Personal Information to, or access to such items by, Vendor and/or Vendor Agents shall not grant any express or implied interest in Vendor and/or Vendor Agents relating to such Company Group Confidential Information or Personal Information, and Vendor's and Vendor Agents' use of such Company Group Confidential

Information or Personal Information shall be limited to such use as is necessary to perform and provide the Services to Company Group. Upon request by Company at any time and from time to time and without regard to the default status of the Parties under the Agreement, Vendor and/or Vendor Agents shall promptly and securely deliver to Company the Company Group Confidential Information (including, without limitation, all data, records and related reports regarding Company Group, the Company Business and the Services) and/or Personal Information in secured electronic format and in such hard copy as exists on the date of the request by Company.

16.2. Security Requirements

The Security Requirements in effect as of the Effective Date are set forth in the attached Data Processing Addendum. Vendor shall comply, and will ensure that Vendor Agents comply, with the Security Requirements.

17. TERMINATION

17.1. Termination by Company

Company (i) may terminate a Purchase Order in whole or in part as set forth in such Purchase Order or pursuant to Sections 17.1(a) through 17.1(f) below, and (ii) may terminate the Service Agreement in whole or, in the case of termination pursuant to Sections 17.1(a), 17.1(b), 17.1(d), or 17.1(e) in part (by Service, Purchase Order or jurisdiction) or, in lieu of termination, suspend in whole or in part the Service Agreement, as follows:

(a) Material Breach

Upon Notice of termination, effective as of the termination date specified in such Notice of termination, if Vendor materially breaches the Service Agreement or its obligations in a Purchase Order: (i) and does not cure such breach within 30 days of Company's Notice of material breach; or (ii) in a manner that is not capable of being cured within 30 days. For clarity (and without limitation), a Vendor breach of the Service Agreement that gives rise to a Security Incident is a material breach of the Service Agreement by Vendor.

(b) Persistent Breach

Upon Notice of termination, effective as of the termination date specified in such Notice of termination, if Vendor commits numerous breaches of the Service Agreement or a Purchase Order, which in the aggregate are material, and fails to cure such breaches within 30 days of Company's Notice by delivery of a plan of remediation acceptable to Company in its sole discretion, or fails to comply with any such Company approved plan of remediation in any material respect.

(c) Insolvency

Upon Notice of termination, effective as of the termination date specified in such Notice of termination, if Vendor or any Vendor Agent performing a material portion of the Services, becomes insolvent or is unable to pay its debts or enters into or files (or has filed or commenced against it) a petition, arrangement, application, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States of America or any similar laws of the United States of America or any state of the United States of America, or any other country, or transfers all or substantially all of its assets to another person or entity.

(d) Force Majeure Failure

Upon Notice of termination, effective as of the termination date specified in such Notice of termination, if any Force Majeure Event lasting longer than ten (10) consecutive business days substantially prevents, hinders or delays Vendor's performance of any of the Services.

(e) Master Services Schedules

As and to the extent set forth in the Master Services Schedules.

(f) Termination of Purchase Orders

Upon Notice of termination, effective as of the termination date specified in such Notice of termination, Company may terminate all or a portion of a Purchase Order if the Customer Agreement to which such Purchase Order, or the applicable portion of such Purchase Order, applies terminates or expires. For clarity, the termination right in this Section 17.1(f) applies solely to Purchase Orders.

17.2. Termination by Vendor

Vendor may terminate the Service Agreement for cause upon Notice of termination if (i) Company does not pay undisputed Charges thereunder by the specified due date, (ii) the total of all such overdue undisputed Charges exceeds three times the average monthly Charges under the Service Agreement, and (iii) Company fails to cure such default within sixty (60) days of Vendor's Notice of nonpayment default.

17.3. No Other Vendor Termination Rights

Except as set forth in the Master Services Schedules, Section 17.2 contains the sole and exclusive rights of Vendor to terminate the Service Agreement or any Services. NCR hereby acknowledges and agrees that any breach by ATM Co of the ATM Co Service Agreement (whether material or otherwise) does not give rise to any right (legal or equitable) to terminate or not perform the NCR Service Agreement. ATM Co hereby acknowledges and agrees that any breach by NCR of the NCR Service Agreement (whether material or otherwise) does not give rise to any right (legal or equitable) to terminate or not perform the ATM Co Service Agreement.

17.4. No Termination Fees

In no event shall Company be responsible for the payment of any termination charge, winddown expense, or any additional fee, payment or penalty of any type in connection with any termination of a Service Agreement or Service, except and to the extent provided in the Master Services Schedules.

17.5. Termination Assistance Services

The Parties agree that, upon Company's request(s), Vendor will cooperate with Company Group to assist in, and provide reasonable assistance in connection with, the orderly transfer of the services, functions, responsibilities, tasks and operations comprising the Services under the Service Agreement to Company Group or a Successor Provider in connection with the expiration or earlier termination of the Service Agreement or any portion of the Services for any reason, however described. The Services include Termination Assistance Services and the Termination Assistance Services shall include: (i) providing Company Group and their respective agents, contractors and consultants, as necessary, with the services described as "Termination Assistance Services" in the Master Services Schedules (if any) and such other portions of the Services as Company may request; and (ii) providing Company Group and Third Parties participating in the transition activities, with reasonable access to the business processes, materials, equipment, software and other resources (including, without limitation, human resources) used by Vendor to deliver the Services, as reasonably necessary to support the transition of the relevant Services from Vendor to performance by Company Group or one or more Successor Providers of functions to replace such Services; provided, however, that such Successor Providers and other Third Parties comply with Vendor's reasonable security and confidentiality requirements including, without limitation, execution of a confidentiality agreement consistent with the terms hereof. The Service Agreement Term shall be deemed not to have expired or terminated until the Termination Assistance Services thereunder are completed. The Termination Assistance Period may be extended by Company after the expiration or initially specified termination date; provided, however, in no event shall the total Termination Assistance Period extend for more than six (6) months after the initially specified effective date of termination or three (3) months after the effective date of expiration, as appropriate, of the applicable Service or Service Agreement. Any such Termination Assistance Period shall be on the terms, conditions and pricing in effect at the time of the commencement of such extension.

17.6. Other Rights Upon Termination

At the expiration or earlier termination, in whole or in part, of the Service Agreement for any reason, however described, Vendor agrees in each such instance, as applicable, that, unless otherwise set forth in the Master Services Schedules:

(a) Equipment

Upon Company's request, Vendor agrees to sell to Company or its designee for the fair market value thereof, the Vendor Equipment owned by Vendor then currently being

used by Vendor solely to perform the terminated or expiring Services. In the case of such Vendor Equipment that Vendor is leasing, Vendor agrees to permit Company or its designee to either buy-out the lease on the Vendor Equipment and purchase the Vendor Equipment from the lessor or assume the lease(s) provided Company secures the release of Vendor therefrom. Company shall be responsible for any sales, use or similar taxes associated with such purchase of such Vendor Equipment or the assumption of such leases.

(b) Software

Upon Company's request, Vendor agrees to permit Company or its designee to assume licenses to Third Party Software then currently being used by Vendor solely to perform the terminated or expiring Services provided Company secures the release of Vendor therefrom.

(c) Other Vendor Agreements with Third Parties

Upon Company's request, Vendor will transfer or assign to Company or its designee, on mutually acceptable terms and conditions, any Third Party agreements that Vendor holds with Vendor Agents for services provided solely to Company Group.

17.7. Effect of Termination/Survival of Selected Provisions

(a) Survival

Notwithstanding the expiration or earlier termination of the Services, the Agreement or a Service Agreement for any reason however described, the following Sections of the Agreement shall survive any such expiration or termination: Sections 2.3, 8, 14, 15, 16, 17.5, 17.6, 17.7, 18, 19, 21 and 22. Upon termination or expiration of a Service Agreement, all rights and obligations of the Parties thereunder shall expire, except those rights and obligations under those Sections specifically designated to survive in this Section 17.7(a).

(b) Claims

Except as specifically set forth in the Agreement, all claims by any Party or express Third Party beneficiary (as set forth in Section 22.8) accruing prior to the expiration or termination date shall survive the expiration or earlier termination of the Agreement.

(c) Purchase Orders

Except as otherwise set forth in the Master Services Schedules or any Purchase Order, upon final termination or expiration of the Service Agreement, in whole or in part, any outstanding Purchase Orders for the terminated Services shall continue to be governed by the Service Agreement, shall remain in full force and effect, and the obligation of Vendor to provide Services covered by such Purchase Orders shall continue until the expiration or termination of such Purchase Orders in accordance with their terms and conditions.

18. LIABILITY

18.1. Liability Limitations

(a) Direct Damages

NEITHER PARTY WILL BE LIABLE TO THE OTHER, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE, LAW, EQUITY, OR OTHERWISE ARISING UNDER OR RELATED TO A SERVICE AGREEMENT FOR: (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES; (B) LOSS OF PROFITS OR REVENUE (OTHER THAN IN AN ACTION BY VENDOR TO RECOVER PAYMENT OF A PRICE OWED); OR (C) LOSS OF REPUTATION, GOODWILL, TIME, OPPORTUNITY, OR ACCESS TO DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, EXCEPT AS PROVIDED IN SECTION 18.2 OR AS OTHERWISE SPECIFICALLY PROVIDED FOR IN THE SERVICE AGREEMENT. As used in this Section 18, "Party" includes a Party to this Master Agreement and its Affiliates, employees, agents, contractors, and suppliers when acting in that capacity with respect to a Service Agreement (including, without limitation, any Purchase Order under a Service Agreement or any Adoption Agreement), and any Persons claiming by or through a Party to this Master Agreement.

(b) Damages Cap

EXCEPT AS PROVIDED IN SECTION 18.2(a)(ii), NEITHER PARTY WILL BE LIABLE TO THE OTHER, REGARDLESS OF THE FORMS OF ACTION THAT IMPOSE LIABILITY, FOR ANY AMOUNTS UNDER A SERVICE AGREEMENT GREATER THAN THE CHARGES PAID AND PAYABLE BY COMPANY UNDER THE SERVICE AGREEMENT FOR THE TWELVE (12) CONSECUTIVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF OCCURRENCE OF THE APPLICABLE EVENT, ACT OR OMISSION GIVING RISE TO THE LAST SUCH CLAIM (the "Direct Damages Cap").

18.2. Exclusions

(a) Exceptions to Limitation of Liability

(i) The limitation on the types and amounts of damages set forth in Section 18.1 shall not apply with respect to Losses covered under the Party's indemnification obligations pursuant to Section 19.1(a).

(ii) The limitation on the amounts of damages set forth in Section 18.1(b) shall not apply with respect to:

(1) Damages arising from a violation of the provisions of Section 15;

(2) Damages occasioned by the fraud, willful misconduct or gross negligence of (1) Vendor, Vendor Agent or Vendor Personnel, or (2) Company or any employee or other representative of Company;

(3) Damages occasioned by Vendor's refusal to provide Services or Termination Assistance Services. For purposes of this provision, "refusal" means the intentional cessation by Vendor, in a manner impermissible under the Agreement, of the performance of all or a material portion of the Services or Termination Assistance Services then required to be provided by Vendor under the Agreement;

(4) Losses covered by Vendor's indemnification obligations pursuant to Section 19.1(b)(v); provided, however, that Vendor shall not be liable pursuant to Section 19.1(b)(v) for amounts greater than 200% of the Direct Damages Cap (calculated based on the date of occurrence of the applicable event, act or omission giving rise to a claim under Section 19.1(b)(v)); and/or

(5) Losses covered by Vendor's and Company's respective indemnification obligations pursuant to Sections 19.1(b) (excluding Section 19.1(b)(v)) and 19.2.

(b) Duty To Mitigate

Each Party has a duty to mitigate the damages that would otherwise be recoverable from the other Party pursuant to a Service Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages.

(c) All Available Remedies

At its option, Company may seek all remedies available to it under law and in equity, including, without limitation, injunctive relief in the form of specific performance, to enforce the Agreement, subject to the limitations and provisions specified in this Section 18.

(d) Company Injunctive Relief

Vendor acknowledges that its refusal or failure to provide all or any of the Services or comply with the Service Agreement, or its abandonment of the Service Agreement, or its threat of either of the foregoing (including, without limitation, any violation of Section 15) may each cause irreparable harm, the amount of which would be impossible to estimate, thus making any remedy at law or in damages inadequate. Vendor therefore agrees that Company shall have the right to apply to any court of competent jurisdiction for and be granted an injunction compelling specific performance by Vendor of its obligations under the Service Agreement without the necessity of Notice, or the posting of any bond or other security, and Vendor shall not request the posting of any such bond or other security. This right shall be in addition to any other remedy available under the Agreement, at law or in equity (including, without limitation, the right to recover damages).

19. INDEMNITIES

19.1. Indemnity by Vendor

(a) IP Claims

(i) Vendor will: (A) at its expense defend any Company Indemnitee against any IP Claim; and (B) indemnify such Company Indemnitee by paying the damages, costs, and attorneys' fees with respect to the IP Claim that are either awarded against such Company Indemnitee in a final, non-appealable court judgment, or required to be paid by such Company Indemnitee in a settlement of the IP Claim that Vendor has agreed to in writing.

(ii) The obligations of the Vendor set forth in this Section 19.1(a) will not apply to an IP Claim if the alleged infringement or misappropriation is based on, caused by, or results from: (A) Vendor's compliance with any of Company's designs, specifications, or instructions; (B) modification of the item of Vendor Material other than by Vendor; (C) use of the item of Vendor Material other than as provided by or in violation of this Master Agreement; (D) use of other than the latest version of the item of Vendor Material that Vendor has made available or provided to Company subsequent to a reasonable period of time to do so after such availability or provision thereof; or (E) combination or use of the item of Vendor Material with any material (including, without limitation, product or service, if and as applicable) not provided by Vendor.

(iii) If an intellectual property infringement or misappropriation allegation is brought or threatened against an item of Vendor Material, or Vendor believes that such an allegation may be brought or threatened, Vendor may: (A) obtain a license for the item of Vendor Material; (B) modify the item of Vendor Material; or (C) replace the item of Vendor Material with substantially similar material (including, without limitation, product or service, if and as applicable). If Vendor in its discretion determines that none of the foregoing is available on a reasonable basis, then if the item of Vendor Material is a Service, Vendor may upon notice cease providing the Service and refund the unused portion of any prepaid fee for the Service, or if the item of Vendor Material is not a Service, upon notice from Vendor the Company (or the Company Indemnitee, if and as applicable) will promptly return the item of Vendor Material to Vendor, and Vendor will refund the price paid to Vendor by the Company (or the Company Indemnitee, if and as applicable) for the item of Vendor Material, less depreciation on a five-year straight-line basis.

(iv) THIS SECTION 19.1(a) SETS FORTH VENDOR'S ENTIRE OBLIGATIONS, AND COMPANY INDEMNITEES' EXCLUSIVE REMEDIES, WITH RESPECT TO THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION, INCLUDING WITHOUT LIMITATION ANY IP CLAIM.

(b) Other Vendor Indemnification

Vendor will indemnify and hold harmless Company Indemnitees on written demand, from and against any and all Losses incurred by any of them related to, arising out of or in connection with, and defend the Company Indemnitees against, the following:

(i) Vendor Personnel Personal Injury Claims

All claims by Vendor Personnel for death, bodily injury or illness, except to the extent caused by Company Group's gross negligence or willful misconduct.

(ii) Personal Injury; Property Claims

All Third Party claims arising from or in connection with: (i) the death or bodily injury of any agent, employee, customer, business invitee, business visitor or other Person caused by the negligence or other tortious conduct of Vendor (or Vendor Agents), or the failure of Vendor (or Vendor Agents) to comply with its obligations under the Agreement; and (ii) the damage, loss or destruction of any real or tangible personal property caused by the negligence or other tortious conduct of Vendor (or Vendor Agents), or the failure of Vendor (or Vendor Agents) to comply with its obligations under the Agreement.

(iii) Gross Negligence, Theft and Fraud Claims

All Third Party claims arising from fraud, theft, criminal acts and bad faith committed by, or the gross negligence or intentional misconduct of, Vendor or Vendor Agents or Vendor Personnel.

(iv) Tax Claims

All claims of Taxing Authorities for Vendor's Tax liabilities arising from Vendor's provision of Services, as set forth in Section 8.3.

(v) Security Incident Claims

All Third Party claims arising out of or in connection with any Security Incident arising due to Vendor's acts or omissions other than in accordance with the terms of the Agreement, or Vendor's failure to comply with the Security Requirements.

(vi) Confidentiality Breach Claims

All Third Party claims arising out of or in connection with Vendor's breach of Section 15.

19.2. Indemnity by Company.

Company will indemnify and hold harmless Vendor Indemnitees, upon written demand, from and against any and all Losses incurred by any of them related to, arising out of or with respect to the Service Agreement, and shall defend the Vendor Indemnitees against:

(a) Gross Negligence, Theft and Fraud Claims

All Third Party claims arising from fraud, theft, criminal acts and bad faith committed by, or the gross negligence or intentional misconduct of, Company Group or employees of Company Group.

(b) Tax Claims

All claims of Taxing Authorities for Company's tax liabilities, if any, as set forth in Section 8.3.

19.3. Indemnification Procedures

The indemnifying Party's obligations for a claim pursuant to this Section 19 are subject to the indemnified party: (a) providing the indemnifying Party prompt written notice that the claim has been threatened or brought, whichever is sooner (the "Claim Notice"); (b) providing the indemnifying Party sole control of the defense and any appeal or settlement (at the indemnifying Party's discretion) of the claim (collectively, "Defense or Settlement"); (c) cooperating with the indemnifying Party with respect to the Defense or Settlement; (d) providing the indemnifying Party with requested documentation and information relevant to the claim or the Defense or Settlement; and (e) complying with all court orders. If the indemnified party's delay in providing the Claim Notice causes detriment to the indemnifying Party with respect to the Defense or Settlement, the obligations set forth in Section 19 will not apply to the claim to the extent of such detriment. Notwithstanding any other provision of the Agreement, the indemnifying Party is not responsible for any fees (including, without limitation, attorneys' fees), expenses, costs, judgments, or awards that are incurred prior to its receipt of the Claim Notice. The indemnifying Party will have the sole right to select counsel. The indemnified party may, at its sole expense, engage additional counsel of its choosing for purposes of conferring with the indemnifying Party's counsel.

20. INSURANCE AND RISK OF LOSS

20.1. Vendor Insurance

At its expense, Vendor will maintain during the Service Agreement Term the types of insurance coverage stated below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A- VII authorized to do business in the jurisdictions where the Services will be provided. At Company's request, Vendor will deliver to Company certificates of insurance evidencing the coverage specified in this Section; such certificates will contain a 30-day prior notice of cancellation provision. Vendor is solely responsible for any deductible or self-insurance retentions. Vendor's insurance coverage will be primary, and any other valid insurance existing will be in excess of such primary insurance policies. The required insurance coverage and minimum limits stated in this Section will not be construed as a limitation or waiver of any potential liability or satisfaction of any indemnification obligation. The minimum limits stated below may be met through any combination of primary limits and excess/umbrella limits. Vendor will waive its rights, and cause its insurers to waive their rights, of subrogation against Company.

a. Workers' Compensation as prescribed by local law, and Employers Liability with minimum limit $1,000,000 per accident or illness/per employee.

b. Business Automobile Liability covering all vehicles that Vendor owns, hires or leases with minimum limit $1,000,000 (combined single limit for bodily injury and property damage) for each accident.

c. Commercial General Liability (including contractual liability, products liability, completed operations, property damage, and bodily injury and death) with minimum limit $5,000,000 per occurrence and annual aggregate. This policy will name Company as an additional insured for the Service Agreement.

d. Technology Professional Liability Errors & Omissions (including Cyber Risk/Computer Security & Privacy Liability) with minimum limit $10,000,000 per occurrence and annual aggregate.

e. Excess Liability/Umbrella, providing broad-form coverage over all primary limits stated above, with minimum limit $10,000,000 per occurrence and annual aggregate.

21. GOVERNING LAW; DISPUTE RESOLUTION

21.1. Governing Law

All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to any choice-of-law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction.

21.2. Disputes in General

The Parties will resolve all Disputes in accordance with the procedures described in the Dispute Resolution Procedures Schedule.

22. GENERAL

22.1. Relationship of Parties

(a) No Joint Venture

The Agreement shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.

(b) Publicity

Each Party will submit to the other Party all advertising, written sales promotion, press releases and other publicity matters relating to the Agreement in which the other Party's name or marks are mentioned or language from which the connection of such name or marks may be inferred or implied, and will not publish or use such advertising, sales promotion, press releases, or publicity matters without prior written approval of the other Party, which may be withheld in its sole discretion.

22.2. Entire Agreement, Updates, Amendments and Modifications

The Agreement constitutes the entire agreement of the Parties with regard to the Services and matters addressed herein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement are superseded and merged into the Agreement, excluding (for the avoidance of doubt) the SDA, the Ancillary Agreements and the Transfer Documents. Each Party acknowledges that it is entering into the Agreement solely on the basis of the agreements, covenants, representations and warranties contained herein, and that it has not relied upon any representations, warranties, promises, or inducements of any kind, whether oral or written, and from any source. Updates, amendments, corrections and modifications to the Agreement, and waivers of its terms, may not be made orally, but shall only be made by a written document signed by both Parties. Any terms and conditions varying from the Agreement on any order or written notification from either Party shall not be effective or binding on the other Party.

22.3. Waiver

No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

22.4. Severability

If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).

22.5. Counterparts

This Master Agreement may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that a PDF, photographic or facsimile copy of the signature evidencing a Party's execution of this Master Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.

22.6. Binding Nature and Assignment

The Agreement will be binding on the Parties and their respective successors and permitted assigns. Except as provided in this Section 22.6, neither Party may, or will have the power to, assign the Agreement (or any rights, benefits or obligations hereunder, including, without limitation, the right to receive payments hereunder) by operation of law or otherwise without the prior written consent of the other, except that Company may assign its rights and delegate its duties and obligations under the Service Agreement (i) to an Affiliate or (ii) as a whole as part of the sale or transfer of all or substantially all of its assets and business, including by merger or consolidation with a Person that assumes and has the ability to perform Company's duties and obligations under the Service Agreement, without the approval of Vendor. Any attempted assignment that does not comply with the terms of this Section 22.6 shall be null and void.

22.7. Notices

(a) Form

Except as otherwise set forth in the Agreement, each Notice must be transmitted, delivered, or sent by:

(i) Personal delivery;

(ii) Courier or messenger service, either overnight or same-day;

(iii) Certified United States mail, with postage prepaid and return receipt requested; or

(iv) By electronic mail with confirmed receipt.

(b) Addresses

(i) The Parties shall transmit, deliver, or send Notices to the other Party at the address for that Party set forth below (or in the case of electronic mail, the addressee Party's electronic mail address), or at such other address as the recipient has designated by Notice to the other Party in accordance with this Section 22.7.

(ii) Notices shall be given to:

If to NCR:

Title:	General Counsel
Business Name:	NCR Voyix Corporation
Street Address:	864 Spring Street, NW
City, State Zip:	Atlanta, GA 30308
Phone:	
E-Mail Address:	law.notices@ncrvoyix.com

If to ATM Co:

Title:	General Counsel
Business Name:	Cardtronics USA, Inc.
Street Address:	864 Spring Street, NW
City, State Zip:	Atlanta, GA 30308
Phone:	
E-Mail Address:	law.notices@ncratleos.com

(c) Effectiveness

(i) Each Notice transmitted, delivered, or sent:

(1) In person, by courier or messenger service, or by certified United States mail (postage prepaid and return receipt requested) shall be deemed given, received, and effective on the date delivered to or refused by the intended recipient (with the return receipt or the equivalent record of the courier or messenger being deemed conclusive evidence of delivery or refusal); or

(2) By electronic mail shall be deemed given, received, and effective on the date of actual receipt (with the confirmation of the electronic receipt being deemed conclusive evidence of such receipt).

(ii) Nevertheless, if the date of delivery is not a Business Day, or if the delivery is after 5:00 p.m., local time in Atlanta, Georgia, on a Business Day, the communication shall be deemed given, received, and effective on the next Business Day.

(iii) Either Party from time to time may change its address or designee for notification purposes by giving the other Party Notice of the new address or designee with 10 days prior Notice of the effective date of such change.

(iv) Whenever a period of time is stated for Notice, such period of time is the minimum period and nothing in this Section 22.7 or the Agreement shall be construed as prohibiting a greater period of time.

22.8. No Third Party Beneficiaries

The Parties do not intend, nor will any Section hereof be interpreted, to create for any Third Party beneficiary rights with respect to either of the Parties, except that each of the other members of Company Group shall be a Third Party beneficiary under the Agreement, and the Third Parties identified in Section 19 will have the rights and benefits described in that Article.

22.9. Rules of Construction

Interpretation of the Agreement shall be governed by the following rules of construction: (i) provisions shall apply, when appropriate, to successive events and transactions; (ii) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement; and (iii) the Agreement was drafted with the joint participation of both Parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning hereof. In the event of any apparent conflicts or inconsistencies between the provisions of this Master Agreement, the Schedules, the Purchase Orders or other attachments to the Agreement, such provisions shall be interpreted so as to make them consistent to the extent possible, and if such is not possible, the provisions of Section 2.2 shall control.

22.10. Further Assurances

During the Service Agreement Term and at all times thereafter, each Party shall provide to the other Party, at its request, reasonable cooperation and assistance (including, without limitation, the execution and delivery of affidavits, declarations, oaths, assignments, samples, specimens, certificates and any other documentation) as necessary to effect the terms of the Agreement.

22.11. Expenses

Each Party shall be responsible for the costs and expenses associated with the preparation or completion of the Agreement and the transactions contemplated hereby except as specifically set forth in the Agreement.

22.12. References to Sections and Schedules

Unless otherwise specified herein, all references in Section, or Schedule shall be deemed to be references to the corresponding Section or Schedule of the main body of the Master Agreement.

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be duly executed by their respective authorized representatives as of the date first written above.

NCR:

NCR VOYIX CORPORATION

By: /s/ Michael D. Hayford

Michael D. Hayford, Chief Executive Officer
Name & Title

ATM CO:

CARDTRONICS USA, INC.

By: /s/ Vladimir Samoylenko

Vladimir Samoylenko, President
Name & Title

DEFINITIONS SCHEDULE

This is the DEFINITIONS SCHEDULE to that certain Master Services Agreement, dated as of October 16, 2023, between NCR Voyix Corporation, a Maryland corporation, and Cardtronics USA, Inc ("ATM Co").

The following terms used in the Agreement shall have the meanings indicated:

Adoption Agreement has the meaning set forth in Section 2.1(b).

Affiliate has the meaning given to such term in the SDA.

Agreement has the meaning set forth in Section 2.1(a) of the Master Agreement.

Ancillary Agreements has the meaning given to such term in the SDA.

Assignment Notice has the meaning set forth in Section 4.7(c) of the Master Agreement.

ATM Co means Cardtronics USA, Inc.

ATM Co CIC Notice has the meaning set forth in Section 2.4(b) of the Master Agreement.

ATM Co Service Agreement has the meaning set forth in Section 2.3 of the Master Agreement.

Audit means collectively and individually, Financial Audits and Third Party Audits.

Business Days means each Monday through Friday, other than national holidays recognized by either Party. Unless specifically identified as a Business Day, the term "day" shall mean calendar day.

Change of Control means, with respect to a particular Person ("Target"), one or more Persons that are not (individually or collectively) Affiliates of the Target, acting in concert, acquiring control (as defined in the definition of Affiliate) of the Target after the Effective Date. Notwithstanding the foregoing, entrance into a management agreement where the power to direct or cause the direction of the management and policies of an entity is provided for in the terms of such contract shall not (by itself) be deemed to be control, controlling or controlled for the purposes of causing a Change of Control.

Charges means the fees and other charges for the Services as set forth in the Pricing Schedule.

Claim Notice has the meaning set forth in Section 19.3 of the Master Agreement.

Company has the meaning set forth in the Recitals.

Company Auditors means internal and external auditors, inspectors and other representatives that Company may designate from time to time.

Company Business means the businesses engaged in by Company Group.

Company Contract Manager has the meaning set forth in Section 11.3 of the Master Agreement.

Company Customer means a customer of Company Group.

Company Export Materials has the meaning set forth in Section 9.4(a)(iii) of the Master Agreement.

Company Facilities means, individually and collectively, the facilities owned, leased or used by Company Group.

Company Group means individually and collectively (i) Company and any existing and future Affiliates of Company; and/or (ii) Divested Business.

Company Indemnitees means Company Group, its and their Affiliates, and the respective current, future and former officers, directors, employees, agents, successors and assigns of each of the foregoing.

Company Policies has the meaning set forth in the Section 4.5 of the Master Agreement.

Company Systems means the computer hardware, software, data networks and systems used or operated by or on behalf of Company Group for its information technology requirements, not including Vendor Equipment or Vendor Software.

Company Taxes means sales, use, value-added, and/or other similar type taxes assessed or imposed by foreign, federal, state or local Laws on Company Group's receipt and use of the Services provided by Vendor under the Service Agreement.

Confidential Information means any and all proprietary information disclosed by the disclosing Party to receiving Party and related to the disclosing Party, the Agreement, or the Services. In addition, business plans, pricing information, software in human-readable form, and any other information that, by its nature or on its face, reasonably should be understood by the receiving Party to be confidential will be considered Confidential Information whether or not it is so marked. Otherwise, Confidential Information disclosed in documents or other tangible form must be clearly marked as confidential at the time of disclosure, and Confidential Information disclosed in oral or other intangible form must be identified as confidential at the time of disclosure.

Contract has the meaning given to such term in the SDA.

Control (including with correlative meanings, the terms "Controlled by" and "under common Control with") means the possession directly or indirectly of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise.

Customer Agreement means any Contract between Company and a Company Customer (i) entered into on or prior to the Effective Date or (ii) as otherwise agreed in writing by Company and Vendor.

Data Protection Laws has the meaning given to such term in the SDA. For the avoidance of doubt, Data Protection Laws are applicable with respect to any receipt of, access to, or Processing of Personal Information, whether intentionally or unintentionally.

Defense or Settlement has the meaning set forth in Section 19.3 of the Master Agreement.

Direct Damages Cap has the meaning set forth in Section 18.1(b) of the Master Agreement.

Dispute means any dispute, controversy or claim, including situations or circumstances in which the Parties are required to mutually agree on additions, deletions or changes to terms, conditions or Charges, arising out of, or relating to, the Agreement.

Dispute Resolution Procedures means the process for resolving Disputes set forth in Section 21 of the Master Agreement and the Dispute Resolution Procedures Schedule.

Divested Business has the meaning set forth in Section 2.4(c) of the Master Agreement.

Divestiture Period has the meaning set forth in Section 2.4(c) of the Master Agreement.

Effective Date means the date of the execution of the Master Agreement by the Parties thereto as set forth in the first paragraph of the Master Agreement.

Equipment means machines, hardware, equipment, materials and other related components used or necessary to provide the Services.

Extension Term has the meaning set forth in Section 3.1 of the Master Agreement.

FCPA has the meaning set forth in Section 10.1(b)(i) of the Master Agreement.

Federal Crime Bill means the Violent Crime Control and Law Enforcement Act of 1994, as it may be amended from time to time.

Felony has the meaning set forth in Section 12.1(b) of the Master Agreement.

Financial Audits has the meaning set forth in Section 13(b) of the Master Agreement.

Force Majeure Event means an event(s) meeting both of the following criteria:

A. Caused by any of the following: (w) catastrophic weather conditions or other extraordinary elements of nature or acts of God (other than localized fire, hurricane, typhoon, cyclone, tornado, flood or other localized catastrophic weather conditions or extraordinary elements of nature or acts of God); (x) acts of war, acts of terrorism, insurrection, riots, civil disorders or rebellion; (y) pandemic, epidemic, quarantines or embargoes (not including the COVID-19 pandemic/epidemic and related quarantines and embargos); or (z) compliance with any Law adopted to address any of the other foregoing Force Majeure Events; provided, however, that the Parties expressly acknowledge and agree that Force Majeure Events do not include: (i) vandalism, (ii) any Law (except as set forth above), (iii) Vendor’s

inability to obtain hardware, software, equipment or services, on its own behalf or on behalf of Company, or its inability to obtain or retain sufficient qualified personnel, except to the extent such inability to obtain hardware, software, equipment or services or retain qualified personnel results directly from the causes outlined in (w) through (z) above, (iv) any failure to perform caused solely as a result of a Party's lack of funds or financial ability or capacity to carry on business; or (v) cybercrime, cyber-terrorism or other cyber security events; and

B. The non-performing Party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

Notwithstanding the foregoing, a strike, lockout or similar labor dispute between Vendor and Vendor Personnel (and not of a regional or broader dispute) shall be deemed to be within Vendor's reasonable control and not a Force Majeure Event.

Governmental Authority has the meaning given to such term in the SDA.

Initial Term has the meaning set forth in Section 3.1 of the Master Agreement.

Intellectual Property has the meaning given to such term in the SDA.

IP Claim means a suit brought against Company by a Third Party to the extent the suit alleges that Company's use of an item of Vendor Material infringes a patent, copyright, or other intellectual property right of the Third Party.

Law has the meaning given to such term in the SDA. For the avoidance of doubt, Laws include Data Protection Laws.

Losses means damages, costs, and attorneys' fees that are awarded against the indemnified party pursuant to Section 19 of the Master Agreement in a final, non-appealable court judgment for the relevant claim, or required to be paid by the indemnified party or on its behalf in a settlement of the relevant claim that the indemnifying Party has agreed to in writing.

Malware means computer software, code or instructions that: (a) adversely affect the operation, security, availability or integrity of a computing, telecommunications or other digital operating or processing system or environment, including other programs, data, databases, computer libraries and computer and communications equipment, by altering, destroying, disrupting or inhibiting such operation, security, availability or integrity; (b) without functional purpose, self-replicate without manual intervention; (c) purport to perform a useful function but which actually perform either a destructive, harmful or unauthorized function, or perform no useful function and utilize substantial computer, telecommunications or memory resources; or (d) without authorization collect and/or transmit to Third Parties any information or data; including such software, code or instructions commonly known as viruses, Trojans, logic bombs, worms and spyware.

Master Agreement means this Master Services Agreement, along with the attached Schedules referenced herein and incorporated herein by reference.

NCR means NCR Voyix Corporation, a Maryland corporation.

NCR CIC Notice has the meaning set forth in Section 2.4(a) of the Master Agreement.

NCR Service Agreement has the meaning set forth in Section 2.3 of the Master Agreement.

New Intellectual Property means any Intellectual Property newly discovered, created, or developed, and arising or resulting from any activities under the Agreement (including, without limitation, any Purchase Order).

New Service Request has the meaning set forth in Section 4.2(a) of the Master Agreement.

New Services means (i) providing Services in connection with any Contract between Company and a Company Customer that is not a Customer Agreement, and (ii) any other new services or significant changes to existing Services requested by Company: (a) that impose materially different obligations on Vendor, (b) that require materially different levels of effort, resources or expense from Vendor, or (c) for which there is no current charging methodology. For clarity, Services provided pursuant to any Purchase Order for Services within the then-current definition of “Services” are not New Services.

Notice means a prior written notice, request, response, demand, claim, or other communication required or permitted under the Agreement and complying with Section 22.7 of the Master Agreement. Notify has the correlative meaning.

Operational Audits means any audit of Vendor, Vendor Agents and/or their respective facilities to evaluate any of the Services, Vendor, Vendor Agents and their respective facilities.

Party or Parties means NCR and/or ATM Co, individually or collectively, as the case may be.

Performance Reports has the meaning set forth in Section 4.4(b) of the Master Agreement.

Permitted Client Executive Reassignment Exception has the meaning set forth in Section 11.2(b) of the Master Agreement.

Person has the meaning given to such term in the SDA.

Personal Information means information relating to an identified or identifiable natural person to the extent treated as such under applicable Law, provided to Vendor or Vendor Agents by or on behalf of Company Group or otherwise collected or obtained by Vendor or Vendor Agents in connection with the Services.

Pre-Existing Intellectual Property means any and all Intellectual Property (i) existing as of the Effective Date or arising or resulting from such Intellectual Property, or (ii) arising or resulting from any creations or developments outside the scope of the Agreement.

Prior Vendor Contracts means Customer Agreements (i) for products and/or services that, immediately after the Effective Date and the transactions contemplated pursuant to the SDA, are offered and sold directly by Vendor and its Affiliates as part of its core, global businesses, but (ii) were allocated to Company and its Affiliates as part of the transactions contemplated pursuant to the SDA.

Process, or Processing has the meaning set forth in the Data Protection Laws as it relates to Personal Information.

Purchase Order means a mutually agreed purchase order document, that at a minimum includes the description and jurisdiction of the Services.

Reports has the meaning set forth in Section 4.8 of the Master Agreement.

Schedule means an attachment to the Master Agreement as such attachment may be amended from time to time.

SDA has the meaning set forth in the Recitals.

Security Incident has the meaning set forth in the DPA.

Security Requirements means the Company's requirements for (i) compliance with Data Protection Laws, (ii) Processing and other treatment of Personal Information, and (iii) administrative, technical and physical control measures applicable to Vendor's delivery of the Services and Company's requirements for physical security, all as more particularly set forth in the Data Processing Addendum.

Separation has the meaning given to such term in the SDA.

Service Agreement has the meaning set forth in Section 2.3 of the Master Agreement.

Service Agreement Term has the meaning set forth in Section 3.1 of the Master Agreement, and includes any Termination Assistance Period.

Service Levels means any and all service levels, critical or key performance indicators, and other metric based performance measures in any Customer Agreement.

Services means the services, functions, responsibilities, activities, tasks and projects: (i) to be performed by Vendor pursuant to the Service Agreement (which are more particularly described in the Master Services Schedules), as they may evolve and be supplemented and enhanced during the Service Agreement Term, in each case to the extent provided pursuant to a Purchase Order signed by Company and Vendor; or (ii) that are an inherent, necessary, or customary part of, or are reasonably necessary for the proper performance and provision of, any of the Services described in clause (i). Services relate to fulfillment of Customer Agreements except as otherwise agreed by the Parties.

Software or software means any computer programming code consisting of instructions or statements in a form readable by individuals (source code) or machines (object code), and related documentation and supporting materials therefore, in any form or medium, including electronic media.

Successor Provider means an entity that provides services to Company Group similar to the Services following the termination or expiration of the Service Agreement or any Services.

Tax or Taxes has the meaning given it in the SDA.

Taxing Authority means the IRS and any other Governmental Authority responsible for the administration of any Tax.

Termination Assistance Period means the period Company requests that Vendor provide Termination Assistance Services, subject to the limits set forth in Section 17.5 of the Master Agreement.

Termination Assistance Services means the functions, responsibilities, activities, tasks and projects Vendor is requested by Company to perform in anticipation of and in connection with the termination or expiration of the Service Agreement, a Purchase Order thereunder, or any Service, in order to achieve an orderly transfer without interruption of Services from Vendor to Company or to Company's designee as described in Section 17.5 of this Master Agreement and the Master Services Schedules. The Termination Assistance Services constitute Services.

Third Party means a Person other than a Party or any of its Affiliates.

Third Party Auditors means Governmental Authorities and Company Customers, and internal and external auditors, inspectors and other representatives that a Governmental Authority or Company Customer may designate from time to time.

Third Party Audits has the meaning set forth in Section 13(c) of the Master Agreement.

Third Party Software means Software licensed from or provided by a Third Party.

Transfer Documents has the meaning given it in the SDA.

Vacated Jurisdiction means a country in which, on or around the Effective Date (but in any event after the Separation):

(i) Vendor and its Affiliates do not conduct any direct operations for their customers in such country, and all of the Services then-contemplated to be provided by Vendor would be performed outside such country; and

(ii) Certain of the Customer Agreements for Company Customers in such country are Prior Vendor Contracts.

Vendor has the meaning set forth in the Recitals.

Vendor Agent means the agents, subcontractors and representatives of Vendor, at any tier, and includes Affiliates of Vendor to which Vendor subcontracts any of the Services under the Agreement.

Vendor Client Executive has the meaning set forth in Section 11.2(a) of the Master Agreement.

Vendor Equipment means all equipment owned or leased by Vendor that is directly used to provide the Services.

Vendor Facilities means, individually and collectively, the facilities owned, leased or used by Vendor or Vendor Agents from which any Services are provided or performed (other than Company Facilities).

Vendor Group has the meaning set forth in Section 10.1(b)(i) of the Master Agreement.

Vendor Indemnitees means Vendor and its Affiliates, and the respective current, future and former officers, directors, employees, agents, successors and assigns of each of the foregoing.

Vendor Materials means any of the following, in each case provided to the Company or used by or on behalf of Vendor in connection with the Service Agreement: Vendor assets, work product, Vendor Software, Services or any other item, information, system, deliverable, software or service.

Vendor Personnel means the employees of Vendor and Vendor Agents who perform any Services.

Vendor Records has the meaning set forth in Section 13(a) of the Master Agreement.

Vendor Software means the Software used by Vendor or Vendor Agents in providing the Services that is: (i) owned by Vendor before the Effective Date or acquired by Vendor after the Effective Date, (ii) developed by Vendor other than pursuant to the Agreement or any other agreement with Company; or (iii) developed by Third Parties and licensed to Vendor.

Vendor Taxes means: (i) franchise and privilege taxes on Vendor’s business; (ii) taxes based on Vendor’s gross receipts, gross income and/or other similar type of taxes (excluding Withholding Taxes); (iii) sales, use, excise, value-added, services, consumption and other taxes and duties payable by Vendor on goods or services used or consumed by Vendor in providing and/or performing the Services where the tax is imposed on Vendor’s acquisition or use of these goods or services and the amount of tax is measured by Vendor’s costs in acquiring these goods or services; and (iv) all contributions, taxes, assessments, charges and premiums payable under foreign, federal, state and local laws measured upon the payroll of Vendor Personnel and all assessments and charges for unemployment compensation, old age pensions or benefits, annuities or other charges imposed by foreign federal, state, or local Law related to Vendor Personnel.

Withholding Taxes means foreign, federal, state and local taxes, fees, and/or charges which are imposed on or by reference to gross or net income or gross or net receipts and are required under Law to be withheld by Company from payments made to Vendor under the Agreement (including any related penalties and interest thereon).

Exhibit 10.7

EXECUTION VERSION

MANUFACTURING SERVICES AGREEMENT

As evidenced by the signatures below of their respective authorized officers, **NCR Voyix Corporation** and **Terafina Software Solutions Private Limited** (collectively **"NCR Voyix"**) and NCR Corporation India Private Limited ("**Supplier**") (each, a **"Party"** and together, the **"Parties"**) enter into this Manufacturing Services Agreement, which consists of (a) the terms and conditions on this cover page, (b) the attached General Terms and Conditions, (c) the Exhibits and Attachments attached to the General Terms and Conditions and (d) the NCR Voyix Supplier Quality Manual, each effective as of the Commencement Date (collectively, the **"Agreement"**).

In this Agreement all capitalized terms shall have the meanings set forth in Section 1 of the General Terms and Conditions "Definitions". Other capitalized terms used in the Agreement (including the various Exhibits, Attachments and Statements of Work referenced in any of the foregoing) but not set forth in the Section 1 of the General Terms and Conditions "Definitions" are defined where they are used and have the meanings there indicated.

NCR CORPORATION INDIA PRIVATE LIMITED

BY: /s/ Ajay Jhamb
NAME: Ajay Jhamb
TITLE: India Finance Director - Controllership & Tax

DATE: October 16, 2023

NCR VOYIX CORPORATION

BY: /s/ Michael D. Hayford
NAME: Michael D. Hayford
TITLE: Chief Executive Officer

DATE: October 16, 2023

TERAFINA SOFTWARE SOLUTIONS PRIVATE LIMITED

BY: /s/ Manohar Shinde
NAME: Manohar Shinde
TITLE: Finance Controller - Controllership & Tax

DATE: October 16, 2023

List of Exhibits

Exhibit 1	Statement of Work – Manufacturing Services, Lead Times, Charges and Specifications
Exhibit 2	Service Levels
Exhibit 3	Data Security and Privacy
Exhibit 4	Supplier Information Security Standards
Exhibit 5	Security Safeguards
Exhibit 6	Support Services
Exhibit 7	Approved Vendor List
Exhibit 8	Minimum Contract Requirements
Exhibit 9	Forecasting, Ordering & Inventory
Exhibit 10	NCR Voyix Supplied Software
Exhibit 11	NCR Voyix Inventory Purchase Terms
Exhibit 12	Termination/Expiration Assistance

1. Definitions

All capitalized terms used in this Agreement have the meanings set forth below:

1.1 “Active Inventory” is raw material that is still included in a bill of material of saleable feature or Product or is usable as a substitute through engineering approval.

1.2 “Affiliates” means, with respect to a party, any entity at any time controlling, controlled by or under common control with such Party; where “control” means directly or indirectly, having ownership of 50% or more of the outstanding ownership interest of such entity or the equivalent right under contract to control management decisions.

1.3 “Applicable Laws” means all applicable federal, national, regional, state, local, foreign laws, rules, acts, regulations, orders, including but not limited to laws pertaining to anti-bribery, anti-corruption, employment, import and export compliance, antitrust, environmental health, safety and electronic/product and waste take-back, together with regulatory and governmental permits, licenses, authorizations, and exemptions with respect to inter alia the environment, air, soil, (ground) water, underground storage tanks, waste, electricity, safety, zoning and the operations of the Supplier.

1.4 “Business Days” means each day of the week excluding Sunday, and any public holidays.

1.5 “Commercially Reasonable Efforts” means taking such steps and performing in a prudent, diligent, and reasonable manner to achieve a particular desired result for its own benefit and the benefit of all its customers.

1.6 “Company Information” means collectively the Confidential Information and trade secrets of a Party and/or a designated group including such Party. Company Information also includes information which has been disclosed to such Party and/or a designated group including such Party by a third party, which Party and/or a designated group including such Party is obligated to treat as confidential or secret.

1.7 “Confidential Information” means any and all proprietary business information (including, without limitation, Personally Identifiable Information) of the disclosing Party that is reasonably related to this Agreement and is designated as confidential by the disclosing Party, or the receiving Party knows is confidential or should know is confidential, including, without limitation, any and all proprietary information which the receiving Party becomes aware of as a result of its access to and presence at the other Party’s facility.

1.8 “Excess Inventory” means raw material that is Active Inventory, but current on hand inventory plus in transit inventory exceeds gross demand over 12 months.

1.9 “Forecast” means a forecast of the Products required by NCR Voyix as further described in Section 7.

1.10 “Improvement” means any modifications, improvements, enhancements or derivatives (including derivative works).

1.11 “Intellectual Property” has the meaning given to such term in the SDA.

1.12 “Materials” means raw materials, components, and parts for the manufacture of Products.

1.13 “Material Conversion Cost” or “MCC” means materials, duty, export and import (“EXIM”) charges, insurance, freight, resources, and overhead.

1.14 “NCR Voyix Data” means (i) all data and information collected, generated, provided or submitted by, or caused to be collected, generated, provided or submitted by, NCR Voyix and/or its Affiliates in connection with the Services; (ii) all data and information regarding NCR Voyix and/or its Affiliates collected, generated or submitted by, or caused to be collected, generated, provided or submitted by, Supplier and/or its Affiliates and subcontractors; (iii) all data and information regarding NCR Voyix and its Affiliates processed or stored, and/or then provided to or for NCR Voyix and/or its Affiliates, as part of the Services, including, without limitation, data contained in forms, reports and other similar documents provided by Supplier as part of the Services; and (iv) Personally Identifiable Information, but excluding from items (i) through (iv), information regarding Supplier’s personnel provided to NCR Voyix, and regarding Supplier’s costs other than those costs that Supplier is obligated to provide to NCR Voyix and/or its Affiliates under the Agreement.

1.15 “NCR Voyix Supplied Software” means software owned or licensed by NCR Voyix that is provided to Supplier, either to install in Supplier’s systems or to access through an NCR Voyix portal, for purposes of manufacturing the Products. The NCR Voyix Supplied Software is listed on Exhibit 10 along with the rights to access and use each such software for purposes of Supplier’s manufacture of the Products.

1.16 “Non-Active Inventory” is raw material that is not included in a bill of material of saleable feature or Product or is unsuitable for the manufacture of Products under this Agreement resulting from (i) changes in Specifications or an engineering change, or (ii) Product discontinuation.

1.17 “Obsolete Inventory” means raw material that is Non-Active Inventory.

1.18 “New Intellectual Property” means any and all Intellectual Property arising or resulting from or under this Agreement (including from the provision of Services and other activities), including for or under an Order.

1.19 “Personally Identifiable Information” means any and all information provided by NCR Voyix and/or its Affiliates or collected by Supplier for NCR Voyix (i) that identifies, or when used in combination with other information provided by NCR Voyix and/or its Affiliates or processed by Supplier on behalf of NCR Voyix and/or its Affiliates identifies, an individual, or (ii) from which identification or contact information of an individual person can be derived. Personally Identifiable Information can be in any media or format, including computerized or electronic records as well as paper-based files. Personally Identifiable Information includes, without limitation, a person’s name, home and work contact information, email address, social security number, social insurance number, or other government-issued identifier, and all information about the individual’s relationship with NCR Voyix and/or its Affiliates (such as compensation and benefits information, education, training and professional qualification data, job information, health and disability data, products and services purchased data, products and services usage data, etc.) Additionally, to the extent any other information (such as, but not necessarily limited to, biometric information) is associated or combined with Personally Identifiable Information, then such information also will be considered Personally Identifiable Information.

1.20 “Pre-Existing Intellectual Property” means any and all Intellectual Property (a) existing as of the Commencement Date or arising or resulting from such Intellectual Property, or (b) arising or resulting from any creations or developments outside the scope of the Agreement.

1.21 “Products” means those products identified in Exhibit 1 to this Agreement.

1.22 “SDA” means Separation and Distribution Agreement by and between NCR Voyix Corporation and NCR Atleos Corporation dated as of October 16, 2023

1.23 “Services” means the services Supplier will provide to NCR Voyix in relation to the manufacturing and storage of Products in accordance with this Agreement.

1.23 “Specifications” means all designs, drawings, blueprints formulations, models, specifications, manufacturing data, know-how and other technical information relating to the design and manufacture of Products, that are provided by NCR Voyix to Supplier for the purpose of manufacturing and packaging the Products. Specifications are NCR Voyix’s Confidential Information.

2. Term. The term of this Agreement starts on the date NCR Voyix completes the legal separation of its ATM business (“Commencement Date”) and continues for a period of 5 years (the “Term”), after which the Agreement will expire.

3. Appointment of Supplier

3.1 Supplier will be a non-exclusive manufacturer, assembler and supplier of the Products described in Exhibit 1 to NCR Voyix pursuant to the Specifications. The Services include Supplier’s obligations to procure Materials and other supplies and to manufacture, assemble and test the Products. The parties may update the Products specified in Exhibit 1 from time to time.

3.2 During the Term, Supplier will occupy and maintain facilities in compliance with all Legal Requirements (as defined in Section 17) and adequate to produce the Products for sale and delivery to NCR Voyix and to perform its other obligations under this Agreement.

3.3 Supplier is fully and primarily responsible for all obligations, and any breach thereof, of its Affiliates and subcontractors who provide Services or otherwise act under this Agreement.

3.4 The Supplier will store on its premises or, when necessary, arrange for outside storage of Products and Materials, under safe and secure conditions and in accordance with the instructions of NCR Voyix. Supplier will maintain current and accurate records of all Materials and Products in storage.

4. Charges and Payment.

4.1 NCR Voyix will pay Supplier the charges for Products and Services based on the following formulae:

For annual spend of up to $136M, –Material Conversion Cost plus MVA. “Material Value Add” or “MVA” is calculated as 5% of the MCC.

For annual spend in excess of $136M – pricing will be determined in accordance with Exhibit 1.

4.3 Supplier and NCR Voyix will review the MCCs quarterly in accordance with the terms of Exhibit 1, and Supplier and NCR Voyix will mutually agree on the respective cost impact of any changes.

4.4 Supplier will invoice NCR Voyix on Delivery and payment is due within 45 days of the invoice date. All payments between the parties will be made in U.S. dollars.

4.5 Supplier will use Commercially Reasonable Efforts to achieve a 5% cost reduction in MVA year on year.

5. Taxes

The Charges contained in this Agreement are exclusive of any and all taxes, fees, duties or governmental impositions whatsoever, including, without limitation, any and all customs duties and sales, use, excise, value-added, consumption and similar taxes, that may be levied as a result of the sale or delivery of any Product under this Agreement. Supplier's invoices will state all applicable taxes, if any, by tax jurisdiction and with a proper breakdown between taxable and non-taxable Products. Supplier assumes responsibility to timely remit all tax payments to the appropriate governmental authority in each respective jurisdiction. Supplier and NCR Voyix agree to cooperate to minimize, wherever possible and appropriate, any applicable taxes, and provide reasonable notice and cooperation in connection with any audit. Upon NCR Voyix request, Supplier will deliver the appropriate documentation as required by the corresponding jurisdictional tax laws, within 15 business days from such request. Supplier will reimburse NCR Voyix for any claims by any jurisdiction relating to taxes paid by NCR Voyix to Supplier; and for any penalties, fines, additions to tax or interest thereon imposed as a result of Supplier's failure to timely remit the tax payment to the appropriate governmental authority in each respective jurisdiction. Supplier will also reimburse NCR Voyix for any claims made by a taxing jurisdiction for penalties, fines, additions to tax and the amount of interest thereon imposed with respect to Supplier's failure to invoice NCR Voyix for the correct amount of tax, provided such failure is not the result of Supplier's reasonable reliance on exemption documentation delivered to Supplier by NCR Voyix. Supplier is responsible for all taxes based upon its personal property ownership and gross or net income.

6. Shipment, Delivery, and Title

6.1 Supplier will deliver Products FCA: Chennai Factory Dock (Incoterms 2020) ("Delivery"). Title and risk of loss for all Products transfer to NCR Voyix upon Delivery.

6.2 Without prejudice to any other rights and remedies available to NCR Voyix, Supplier will notify NCR Voyix promptly upon the Supplier having reasonable belief that an agreed upon Supplier ship date ("SSD") will not be met. Supplier must obtain the prior written consent of NCR Voyix for alternate Product substitution in accordance with Section 12 (Specifications). If Product (conforming to the Specifications and all quality and other requirements herein) is not delivered by the SSD due to any reason attributable to Supplier, the terms relating to on time delivery in Exhibit 2 (Service Levels), apply.

7. Forecast

7.1 NCR Voyix will provide Supplier a monthly, rolling, non-binding, 12-month feature level Forecast for the Products throughout the Term, and Supplier will use the Forecast to manage the material, production, inventory, and distribution level of the Products. Supplier will acknowledge each monthly Forecast within 5 Business Days of receipt of such Forecast. In addition, NCR Voyix will provide Supplier a 12-month top line schedule ("TLS") by Product class monthly. Supplier will satisfy the required production quantity within the established lead times subject to the flexibility parameters as specified in this Agreement. Supplier will load the monthly Forecast within its MRP system and advise NCR Voyix promptly if it cannot comply with any Forecast. NCR Voyix will have the flexibility on monthly Forecast volume as more specifically described in Exhibit 9.

8. Purchase Orders

8.1 NCR Voyix will issue purchase orders to Supplier for Products ("Purchase Orders" or "POs") using NCR Voyix's standard form of purchase order which will contain Product identification, Purchase Order quantity, price and a need by date based on the lead times set forth in Exhibit 1 or any other written agreement between the Parties. NCR Voyix will have no obligation to purchase any Products until a Purchase Order for Products has been placed with Supplier. Supplier will acknowledge a Purchase Order and provide a Supplier ship date ("SSD") within 5 business days after receipt of the Purchase Order. After 5 business days, in the absence of a written acknowledgement, the Purchase Order will be deemed accepted by Supplier. Orders are deemed conforming (and may not be rejected by Supplier) if: (a) the delivery dates are based on agreed lead times, (b) the quantity is within the limits set forth in the Forecast or within the quantity flexibility limits described in Exhibit 9, and (c) Purchase Orders are based on the price agreed by the parties. For any unforecasted order outside the flexibility parameters set forth in Exhibit 9, the SSD will be based on the earliest material availability date.

8.2 The SSD will be within the need by date if the Purchase Order is (a) within forecast, plus upside flexibility parameters set forth in Exhibit 9, and (b) includes a need by date based on the agreed lead time. If the Purchase Order includes a need by date inside the agreed lead time and is for Products not included in the Forecast, Supplier may request additional material expedite costs and/or overtime costs for PPV in accordance with Exhibit 9. Upon NCR Voyix's approval for such additional costs, Supplier will provide a SSD based on the earliest material availability date.

8.3 NCR Voyix may, at no additional cost and without penalty, but subject to the flexibility parameters in Exhibit 9, re-schedule a Purchase Order from its originally scheduled ship date over a period not to extend beyond 6 months from the originally scheduled ship date.

9. Inventory

9.1 During the Term, Supplier will procure Materials and packaging, and manage Materials inventory to ensure delivery of Products in accordance with the agreed lead times and SSD.

9.2 Excess and Obsolete Inventory. Inventory will be categorized into either Active or Non-Active Inventory on a quarterly basis. NCR Voyix's liability for Excess and Obsolete Inventory will be determined in accordance with the terms of Exhibit 9.

9.3 NCR Voyix will have no liability for Excess Inventory and Obsolete Inventory (a) not ordered in accordance with demand and Reasonable Material Planning and Procurement Practices (defined in Exhibit 9); and (b) that would not have been delivered to Supplier had Supplier timely exercised rights of cancellation that are applicable to its order(s) for such raw material.

9.4 NCR Voyix may advise Supplier that NCR Voyix has excess inventory of certain Part numbers ("NCR Voyix Inventory"). Supplier will use Commercially Reasonable Efforts to purchase NCR Voyix Inventory before placing new orders with suppliers on the AVL. Supplier will purchase NCR Voyix Inventory from NCR Voyix at the standard price they would have paid the supplier and pursuant to the terms in Exhibit 11 (NCR Voyix Inventory Purchase Terms).

10. Approved Vendors

10.1 Supplier agrees to purchase all raw materials, components and parts ("Materials") for the manufacture of Products from the suppliers mandated by NCR Voyix ("Approved Vendors"). The initial list of Approved Vendors is set forth in Exhibit 7. NCR Voyix may provide an updated Approved Vendor list to Supplier from time to time. Any use by Supplier of any Materials provided by Approved Vendors is limited to fulfilling the requirements of this Agreement.

10.2 If NCR Voyix has a master-type agreement with an Approved Vendor ("NCR Voyix Master Agreement"), Supplier will purchase all Materials from the Approved Vendor using NCR Voyix's agreement with the Approved Vendor. If NCR Voyix does not have a master-type agreement with the Approved Vendor Supplier will purchase under terms at least as favorable to Supplier as the terms herein for NCR Voyix, including the minimum contract requirements set forth in Exhibit 8 ("Minimum Contract Requirements") and Supplier will name NCR Voyix as a third-party beneficiary of those terms. The parties acknowledge and agree that NCR Voyix retains authority to change the Minimum Contract Requirements. NCR Voyix will provide reasonable assistance to Supplier to obtain the same payment terms with Approved Vendors as NCR Voyix has with such Approved Vendors. Supplier must obtain express, written approval from NCR Voyix before purchasing Parts from an Approved Vendor without the Minimum Contract Requirements, such approval not to be unreasonably withheld.

10.3 For any and all defects arising from any Material acquired by Supplier through Approved Vendors, whether or not such Material is purchased under an NCR Voyix Master Agreement: (1) for Material identified as defective at the Supplier site, Supplier will return the defective Material to the Approved Vendor and manage the warranty claims process. If, after making best efforts to resolve a warranty non-conformance, Supplier has been unable to resolve a warranty claim with an Approved Vendor, NCR Voyix will provide Supplier with reasonable assistance to resolve the warranty claim with the Approved Vendor; and (2) for Material that fails in the field, NCR Voyix will return the defective Material to the Approved Vendor and manage the warranty claims process. If Supplier purchases Material from a supplier that is not an Approved Vendor in accordance with Section 10.4, Supplier is responsible for the management of all warranty claims with such suppliers.

10.4 Supplier may request authorization from NCR Voyix to use a third-party supplier that is not on NCR Voyix's Approved Vendor list. NCR Voyix may accept or reject such request at its discretion, provided always that any acceptance will be subject to approval by NCR Voyix' and any purchase cost benefit being passed on 100% to NCR Voyix from the date of implementation of the change. For the avoidance of doubt, NCR Voyix approval does not in any way relieve Supplier of its warranty obligations, and Supplier will have ongoing responsibility for quality management and adherence to Specifications.

11. Quality Assurance; Product Inspection

11.1 Supplier will comply with all quality assurance procedures specified by NCR Voyix and agreed with Supplier. From time-to-time NCR Voyix may conduct additional testing of the Products or of Product samples provided by Supplier to ensure that the Products satisfy the standards of the Specifications. NCR Voyix has the right, at NCR Voyix's cost and expense, to visit and enter Supplier's facility at reasonable times to inspect the facility, goods, materials, and any property of NCR Voyix covered by this Agreement or any Purchase Order and Supplier's records relating to any such property, including any and all of Supplier's test data.

11.2 Supplier agrees to maintain, and provide copies to NCR Voyix if requested, test data documentation that accurately measures and ensures compliance with critical dimensions, material composition (as necessary) to establish compliance with the Specifications or law, and other critical requirements provided by NCR Voyix in the Specifications. Supplier will maintain such test data documentation for a period of five years from the date of expiration or termination of this Agreement or date of final shipment of Products, whichever is later.

11.3 NCR Voyix may inspect Products both prior to shipment and at the ultimate destination to determine if the Products conform to the Specifications. Failure by NCR Voyix to inspect or verify pursuant to this provision does not relieve the Supplier from its obligations under the Agreement.

11.4 Based upon its inspection and testing at its ultimate destination, NCR Voyix may reject any shipment or part thereof that NCR Voyix determines in its discretion does not meet the Specifications, the packaging requirements, the quality control requirements, or any other term or condition of this Agreement. NCR Voyix will notify Supplier of any such rejection and provide Supplier evidence of such alleged non-conformance and the reasons for such rejection. NCR Voyix will hold the Product and allow Supplier to verify such claim of non-conformance, which in no event may take more than three business days. Supplier will credit back any charges and both Parties will agree on a suitable disposition of the Product per the remedies set forth in Section 21 and the Support Services Exhibit.

11.5 Inspection of Products by NCR Voyix whether during manufacture, prior to delivery, or within a reasonable time after delivery, and whether at Supplier's facility or at any other location, shall not constitute acceptance of any work-in-progress or of any finished goods. Further, acceptance of such Products shall not relieve Supplier of its warranty obligations under Section 21(Warranty).

11.6 Supplier is responsible for replacing non-complying Product in accordance with Section 21 (Warranty).

11.7 Disposal of Products. Supplier will inform NCR Voyix of any Products that fail to meet Specifications, which Products require to be disposed of by NCR Voyix. Supplier will, at the instruction of NCR Voyix, assist NCR Voyix in disposing of the non-conforming Products.

12. Specifications

12.1 Supplier must produce all Products in strict compliance with the Specifications; provided, however, that NCR Voyix must provide Supplier reasonable prior written notice of any superseding Specifications.

12.2 NCR Voyix reserves the right at any time to direct changes to drawings and Specifications of the Products or otherwise to change the Products covered by this Agreement or any Purchase Order, including with respect to such matters as inspection, testing, and quality control, and Supplier agrees to make all such changes promptly in accordance with the Change Control Process.

12.3 Supplier must obtain the written consent of NCR Voyix before making any substitutions, improvements, modifications, or changes to any of the Products or manufacturing processes it employs. NCR Voyix may grant or withhold its consent to such substitutions, improvements, modifications, or changes, in its sole discretion. Supplier must receive NCR Voyix's consent to any substitutions, improvements, modifications, or changes through NCR Voyix's change and qualification process in effect at the time of the proposed change and the Change Control Process.

13. Packaging, Enclosures and Marking Specifications

13.1 Supplier will pack, mark and ship Products properly in accordance with the Specifications.

13.2 Each Product and its packaging must bear an appropriate country of origin legend and the appropriate trademark notice adjacent to any NCR Voyix registered or common law trademark used as set forth in the Specifications.

13.3 If NCR Voyix instructs Supplier to provide the content for the packaging, Supplier will substantiate all claims made by Supplier with respect to the Products (*e.g.*, claims regarding performance of the Products or benefits the user of the Products receives). Such substantiation will be provided to NCR Voyix with the samples and will demonstrate that such claims are compliant with all Applicable Laws, including, but not limited to, Federal Trade Commission and European Union regulations. If NCR Voyix instructs Supplier to provide the content for the packaging, Supplier will ensure that the packaging complies with any and all other environmental labeling, reporting, disclosure and registration requirements imposed by any governmental body with respect to the chemicals and substances in its manufacturing process as instructed by NCR Voyix.

13.4 If NCR Voyix provides the packaging for Products, Supplier agrees that it will not use NCR Voyix packaging in any manner except in connection with the Services and manufacture of the Products.

14. Performance/Service Levels

14.1 Starting on the Commencement Date, Supplier agrees to perform and provide the Services in a manner that shall meet or exceed each of the applicable Service Levels and other requirements set forth in the "Service Levels" Exhibit, subject to the limitations and in accordance with the provisions set forth in the Agreement, and to standards satisfied by well-managed operations performing services similar to the Services.

14.2 Supplier will perform and deliver to NCR Voyix within five business days of a Service Level Default (as defined in the Service Levels Exhibit) a root cause analysis for any incident that contributes to the occurrence of a Service Level Default and, will use Commercially Reasonable Efforts to correct any and all failures causing and/or contributing to the occurrence of a Service Level Default and thereafter satisfy the applicable requirements set forth in the Agreement (including Critical Service Level(s) (as defined in the Service Levels Exhibit)). At the request of NCR Voyix, and upon any failure to satisfy any Critical Service Level for any month, Supplier will: (a) perform an analysis to identify the cause(s) of such failure, (b) provide NCR Voyix with a written report of the results of such analysis and the procedure for correcting the failure, and (c) keep NCR Voyix informed of the status of Supplier's remedial efforts with respect to the failure. Supplier will provide the required report within 30 days of the applicable Critical Service Level(s) failure, or within such other timeframe as is reasonably requested by NCR Voyix. Supplier will prepare and deliver to NCR Voyix, on a monthly basis, a report describing Supplier's performance of the Services with respect to Supplier's attainment of the Service Levels as set forth in the "Service Levels" Exhibit. Supplier will deliver such report to NCR Voyix not more 15 business days following the end of each month.

14.3 Subject to NCR Voyix's prior approval, Supplier will implement the necessary measurement and monitoring tools and procedures required to set baseline measurements and to measure and report Supplier's performance of the Services against the Service Levels and other requirements set forth in the "Service Levels" Exhibit as such standards and levels may be

developed, modified and changed during the Term and as the Services may evolve and be supplemented and enhanced during the Term. Such measurement and monitoring will permit reporting at a reasonable level of detail sufficient to verify compliance with the Service Levels and other requirements set forth in the "Service Levels" Exhibit. Supplier will prepare and maintain detailed records regarding its compliance with the Service Levels and other requirements set forth in the "Service Levels" Exhibit and will permit NCR Voyix and its designees access to all such records for the purposes of performing verifying audits, planning and identifying possible process improvements. Upon request, Supplier will provide NCR Voyix with information and reasonable access to such tools and procedures, and the records relating thereto, for purposes of verification of the reported performance levels.

15. Approval of Changes; Change Control Process

15.1 The Parties will follow an agreed change control process (the "Change Control Process") to manage Changes to the Services and the methods used to provide the Services in a controlled manner with minimum disruption. "Change" means the addition, modification, or removal of any aspect of the Services and/or the methods used to provide the Services, including without limitation an engineering change to the Products and any resultant adjustment to the cost and/or schedule for the Services. The purposes and objectives of the Change Control Process are (a) to determine whether a Change to the Services and/or the methods used to provide the Services is acceptable to both Parties and/or included as part of the Services or constitutes a new service, (b) to prioritize all requests for Changes, (c) to minimize the risk of exceeding time and/or cost estimates associated with the Change by identifying, documenting, quantifying, controlling, managing and communicating Change requests, their disposition and, as applicable, implementation, (d) to identify the different roles, responsibilities and actions that shall be assumed and taken by the Parties to define and implement the Changes, and (e) to agree on the equitable adjustment to the schedule and cost, if any, for Services as a result of the Change. The Change Control Process covers activities from receipt of a request for a Change to assessment, scheduling, implementation and, finally, post-implementation review. The Change Control Process will produce approval or other action with respect to any proposed Change. Supplier will not carry out any Change that is not approved by NCR Voyix pursuant to a Change Request Authorization in accordance with Section 15 or an Amendment in accordance with Section 15.5.

15.2 NCR Voyix must approve in advance any Change in the manner in which Supplier performs and delivers the Services that may affect Product form, fit or function that (a) requires NCR Voyix to change the way it conducts its operations; (b) increases fees or the costs (including taxes) incurred by NCR Voyix; (c) involves any change in the locations at or from which any of the Services are performed or provided; (d) could result in any decrease in the security or integrity of the operations or the Company Information of NCR Voyix; (e) involves any amendment, modification or other change to any third-party contract, or (f) involves new services. NCR Voyix will have the right to set priorities in scheduling work.

15.3 If an approved Change would result in a Change that is not covered by Section 15.2, above, the Parties may execute a Change Request Authorization to effect such Change without the need to amend the Agreement.

15.4 Notwithstanding the foregoing, Supplier may make an emergency change to the Services without NCR Voyix's prior approval if required to ensure the uninterrupted delivery of the Services or any portion thereof or to minimize damage to NCR Voyix Data. In each such event, Supplier will promptly (but in no event longer than 24 hours after the decision to make such change), notify NCR Voyix, orally and in writing, of such change, the time and date on which such change was implemented and the reasons(s) for such changes. If such change would have required NCR Voyix's prior approval under the Agreement, except for this emergency exception, NCR Voyix may direct Supplier to remove such change and Supplier will promptly remove such change and restore the Services as performed and/or delivered prior to such change.

15.5 If NCR Voyix fails to perform any of its material obligations under the Agreement or Supplier is otherwise expressly entitled under the Agreement to an increase in the fees, relief from the Service Levels, or any other relief from or adjustment to any term, condition, or requirement under the Agreement upon the occurrence or non-occurrence of any event, through no fault of Supplier, Supplier may request from NCR Voyix an equitable adjustment in the fees, or such other relief as set forth in this Section, or both; provided, however, that Supplier's right to request such an equitable adjustment or other relief is conditioned on Supplier's providing to NCR Voyix a written notice as soon as practicable, but in any event not later than ten days, after Supplier knew or should have known of the occurrence or condition giving rise to the claim for equitable adjustment or other relief. Any such claim not made as set forth in this Section is waived. Any addition, modification or change to any terms of the Agreement based on such a claim must be by a written amendment of the Agreement. Failure of the Parties to agree on the entitlement to or the scope or amount of an equitable adjustment or other relief under this Section 15.5 will be treated and resolved as a dispute under the Agreement.

16. Safety Approval

Supplier will provide all appropriate and required assistance to cause the products to meet and continue to meet the various legal requirements, Underwriters' Laboratories ("UL") and any other applicable industry body standards (including but not limited to Technischer Überwachungsverein (TUV)), and all U.S., federal, state and local governmental regulations applicable to the Products, including, but not limited to: if applicable; Canadian Standards Association ("CSA") and all Canadian federal, provincial and local governmental requirements, including applicable Health Canada regulations for Products to be sold in Canada, if applicable; European Union governmental requirements and directives for Products to be sold in Europe including the Conformite Europeene Mark (CE Mark), if applicable; and any other comparable laws and regulations of any country or subdivision thereof to which the Products are intended to be sold to NCR Voyix customers. Any cost related for such assistance, samples and requested changes will be quoted to NCR Voyix and mutually agreed prior to providing such service.

17. Legal Requirements

17.1 Supplier will apply for and obtain all licenses, permits, approvals, certifications, safety certifications and other authorizations from, and will make all filings, notifications, and registrations with, all governmental and industry authorities and agencies as are necessary or appropriate in relation to the performance of the Services and Supplier's manufacturing operations. All certifications or compliance requirements that are unique to the Products (and which are not applicable to a manufacturer generally) will be identified to Supplier by NCR Voyix in the Specifications. Supplier will also, with NCR Voyix's approval, and at NCR Voyix's expense, modify the Services pursuant to the Change Control Process and in a timely manner as necessary to conform to any changes to such Product specific requirements. Supplier further represents, warrants and covenants that it will strictly comply, with all laws, rules, regulations, policies,

procedures, standards and orders, of whatever kind and nature of all applicable governmental and industry bodies, now or hereafter in effect, applicable to Supplier and any of its subcontractors in its and their capacity as a subcontractor to Supplier, in providing the Services provided hereunder or applicable to corporations generally (*e.g.*, environmental laws) (collectively, the "Legal Requirements"), and that it will pay all fees and other charges that may be required in order to comply with all such laws, rules, regulations, policies, procedures, standards and orders. Supplier acknowledges receipt of and agrees to strictly adhere to the NCR Voyix Supplier Quality Manual, as amended from time to time, which is incorporated herein in its entirety by this reference.

17.2 NCR Voyix reserves the right to investigate any potential violation of this Section in accordance with Section 19. This right to investigate includes, but is not limited to, the right of NCR Voyix, or its representatives or customers, to inspect, without prior notice, Supplier's manufacturing facilities to ensure compliance with this Section. If an inspection reveals a material breach of this Agreement, then, without limiting NCR Voyix's other remedies under this Agreement, Supplier shall promptly reimburse NCR Voyix for the actual cost of the inspection and auditor, including auditor's fees.

17.3 In the event that Supplier is notified (by the applicable governmental or industry body or by NCR Voyix) that Supplier is not in compliance with any Legal Requirement relating to the performance of its obligations under this Agreement, then Supplier will notify NCR Voyix and, at Supplier's sole expense and within the time period specified by any applicable governmental or industry body or, if none, promptly comply with such Legal Requirement. Further, Supplier must notify NCR Voyix of any inspections of its facilities, equipment, or personnel by any governmental or industry body and must provide NCR Voyix with a copy of the results of any such inspection and of any corrective action required or recommended by such body, within a reasonable time period after its receipt of such results, requirement, or recommendation.

17.4 NCR Voyix may request test reports and documentation to ensure compliance with this Section 17. NCR Voyix may require additional reports, conduct audits and request adequate assurances from Supplier at any time thereafter if NCR Voyix has a reasonable belief that Supplier is not compliant with this Section 17. Such audits or inspections will be conducted in accordance with Sections 19.1 and 19.2.

17.5 NCR Voyix will indicate in the Specifications where Product or Material must comply with particular country federal, state and other governmental regulations in effect at the time of manufacture, including without limitation the 1990 Clean Air Act, CTPAT, RoHS, WEEE, and FCC regulations, and will provide Specifications that comply with such regulations. Supplier will use specified Material that meets the Specifications and assemble the Product in accordance with Specifications. Where Supplier knows or suspects that parts or Material being produced by a materials vendor that provided Supplier or NCR Voyix with a certification of compliance with any regulatory obligation does not meet such certification standards, Supplier will immediately inform NCR Voyix.

17.6 "**Materials Declaration Requirements**" means any requirements, obligations, standards, duties or responsibilities pursuant to any environmental, product composition, ecodesign (Directive 2009/125/EC), energy use, energy efficiency and/or materials declaration laws, directives, or regulations, including international laws and treaties regarding such subject matter; and any regulations, interpretive guidance or enforcement policies related to any of the foregoing, including, without limitation, NCR Voyix's obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act with respect to disclosure regarding its use of conflict minerals.

17.7 Where NCR Voyix notifies Supplier in writing, including by inclusion in the Specifications, that the Product is subject to Materials Declaration Requirements, Supplier will procure only Materials for which Supplier's vendor has submitted a Materials Declaration and properly labeled in accordance with the Materials Declaration Requirements. Where NCR Voyix has indicated the use of Approved Vendors (as defined in Exhibit 7), Supplier agrees to procure Materials from such providers or secure NCR Voyix's written approval to procure Materials from an alternative source. The parties agree that for Materials:

NCR Voyix is responsible for notifying Supplier in writing of the specific Materials Declaration Requirements that NCR Voyix determines to be applicable to the Product and will be solely liable for the adequacy and sufficiency of such determination;

The compliance of the Products with Materials Declaration Requirements is the responsibility of NCR Voyix; and

NCR Voyix is ultimately and solely responsible for ensuring that any Materials used in the Products and the Products are compliant with applicable Materials Declaration Requirements.

17.8 Supplier represents and warrants that (a) Supplier will comply with all Applicable Laws regarding the handling, labeling, packing, transportation, processing, use and disposal of hazardous materials, including lithium batteries, and (b) Supplier has provided its personnel with sufficient training on the handling, labeling, packing, transportation, processing, use and disposal of hazardous materials that are an ingredient or a part of the Products, including lithium batteries, in order for Supplier and its personnel to exercise that measure of care and precaution that will comply with any Applicable Laws and Legal Requirements and prevent bodily injury or property damage in the handling, labeling, packing, transportation, processing, use and/or disposal of the Products, containers and packaging. In addition, Supplier represents and warrants that Supplier will provide any special handling instructions as may be necessary to advise logistics providers, and handlers of the Products and their personnel of how to comply with any applicable Legal Requirements and prevent bodily injury or property damage in the handling, labeling, packing, transportation, processing, use and disposal of the Products, containers, and packaging.

17.9 Code of Conduct. Supplier will conduct business ethically and comply with NCR Voyix's Supplier Code of Conduct available at this site: http://www.ncr.com/company/suppliers/manuals-forms-and-templates. In connection with providing Services under this Agreement.

18. Export; Immigration

18.1 The Parties acknowledge that any products, software, data, and technical information (including, but not limited to services and training) provided by NCR Voyix to Supplier and its subcontractors or by Supplier to NCR Voyix under the Agreement may be subject to U.S. export laws and regulations and any use or transfer of such products, software, and technical information must be authorized under those regulations. Each Party agrees that it will not use, distribute, transfer, or transmit any products, software, data, or technical information (even if incorporated into other products) in violation of U.S. export laws and regulations. Neither Party will directly "export" or "reexport" software or "technical data" or other data disclosed to it by the other Party or the direct product of such software or "technical data" or other data to any country, or citizen or resident of any country, prohibited by U.S. export laws or any other applicable laws. Similarly,

neither Party will act with the intention of circumventing applicable US export laws and regulations, and neither party will be responsible for the actions by the other Party when that Party does not know or have reason to know that the other Party engaged in a prohibited activity. The Party providing the products, software, data or technical information that will be imported/exported into and from any countries pursuant to the Agreement will make the determination of the applicable and requisite import/export restrictions and requirements and will provide reasonable notice of any such restrictions and requirements to the other Party, with which such restrictions and requirements the other Party must comply. Any change in the manner or method by which the Services are performed or provided as a result of such restrictions and requirements shall be addressed in accordance with the Change Control Process.

18.2 Supplier will, at its cost and expense, to (i) obtain all necessary passports, visas and other immigration documents for its and will cause subcontractors and employees and agents to enter and/or exit, and perform the Services in, India and/or any other jurisdiction required pursuant to the Agreement, (ii) perform all related actions necessary for its employees and agents to enter, and perform the Services in, India and any other jurisdiction required pursuant to the Agreement, and (iii) otherwise comply with all applicable laws and regulations relating to immigration in such jurisdiction(s).

18.3 In performing the Services under the Agreement, NCR Voyix will provide Supplier with ECCNs for any products, software and/or technology which may be subject to export controls and Supplier will ensure that neither it nor any subcontractor employs or utilizes any individual who is (i) listed on the Specially Designated Nationals and Blocked Persons list, promulgated by the U.S. Department of Treasury, Office of Foreign Assets Control (as amended from time to time); or (ii) a foreign national of (A) a country listed in Country Group E:1 of Supplement No. 1 to Part 740 of the Export Administration Regulations promulgated by the U.S. Department of Commerce, Bureau of Industry and Security (as amended from time to time), or (B) a country not listed in Country Group B of such Supplement.

19. Audit Rights

19.1 Contract Records. Supplier will maintain complete and accurate records of, and supporting documentation for, all charges, all NCR Voyix Data and all transactions, authorizations, changes, implementations, soft document accesses, reports, filings, returns, analyses, procedures, controls, records, data, or information created, generated, collected, processed or stored by Supplier in the performance of its obligations under this Agreement ("Contract Records"). Supplier will maintain such Contract Records in accordance with applicable Legal Requirements and the terms of this Agreement. Supplier will retain Contract Records in accordance with Supplier's record retention policy but subject to any longer time in NCR Voyix's record retention policy (as such policies may be modified from time to time and provided to NCR Voyix or Supplier in writing as the case may be) during the Term and thereafter through the end of the fifth full year after the year in which Supplier stopped performing any Services (the "Audit Period").

19.2 Operational Audits. Upon reasonable advance notice (and no longer than 48 hours), during the Audit Period, Supplier will provide to NCR Voyix (and internal and external auditors, inspectors, regulators and other representatives authorized by NCR Voyix that NCR Voyix may designate from time to time (collectively, "NCR Voyix Auditors"), access at reasonable business hours and at NCR Voyix's expense, to Supplier Personnel, to the facilities at or from which

Services are then being provided and to Supplier records and other pertinent information, all to the extent relevant to the Services and Supplier's obligations under this Agreement. Such access may not be withheld for audits concerning NCR Voyix's compliance with regulatory requirements and Supplier's compliance with Legal Requirements. Such access is for the purpose of performing audits and inspections to (a) verify the integrity of NCR Voyix Data, (b) examine the systems that process, store, support and transmit that data (including system capacity, performance and utilization), (c) examine the internal controls (*e.g.*, financial controls, human resources controls, organizational controls, input/output controls, system modification controls, processing controls, system design controls and access controls) and the security, disaster recovery, business continuity and back-up practices and procedures, (d) examine Supplier's performance of the Services, (e) examine Supplier's measurement, monitoring and management tools and (f) enable NCR Voyix to meet applicable legal, regulatory and contractual requirements. Supplier will (1) provide any assistance reasonably requested by NCR Voyix Auditors in conducting any such audit, including installing and operating audit software, (2) make requested personnel, records, and information available to NCR Voyix Auditors and (3) in all cases, provide such assistance, personnel, records and information in an expeditious manner to facilitate the timely completion of such audit. If an audit reveals a material breach of this Agreement, then, without limiting NCR Voyix's other remedies under this Agreement, Supplier will promptly reimburse NCR Voyix for the actual cost of the auditor, including auditor's fees. During the Audit Period, Supplier will (at all times subject to confidentiality requirements between Supplier and its vendors), pass through to NCR Voyix the same prices invoiced to Supplier by such vendors; provide to NCR Voyix auditors access at reasonable hours to Supplier Personnel and to Contract Records and other pertinent information to conduct financial audits to the extent relevant to the performance of Supplier's obligations under this Agreement to (i) verify the accuracy and completeness of Contract Records, and (ii) verify the accuracy and completeness of Charges and Out-of-Pocket Expenses. If any such audit reveals an overcharge by Supplier, and Supplier does not successfully dispute the amount questioned by such audit, Supplier will promptly pay to NCR Voyix the amount of such overcharge, and Supplier shall promptly reimburse NCR Voyix for the actual cost of such audit (including auditors' fees).

19.3 NCR Voyix will provide Supplier with a full and complete copy of any audit document on which it relies to claim a breach of the Agreement by Supplier drafted by NCR Voyix or its representative (excluding NCR Voyix's customers) and such audit will be kept confidential, except to the extent necessary to enforce the terms of this Agreement.

19.4 General Procedures.

a. Supplier will use Commercially Reasonable Efforts to obtain audit rights equivalent to those specified in this Section from all subcontractors and will cause such rights to extend to NCR Voyix Auditors.

b. In performing audits, NCR Voyix Auditors will endeavor to avoid unnecessary disruption of Supplier's operations and unnecessary interference with Supplier's ability to perform the Services.

c. NCR Voyix Auditors will be given adequate private workspace in which to perform an audit, plus access to photocopiers, scanners, telephones, computer hook-ups and any other facilities or equipment needed for the performance of the audit.

19.5 Supplier Internal Audit. If Supplier determines that, as a result of its own internal audit, it has overcharged NCR Voyix, then Supplier shall promptly pay to NCR Voyix the amount of such overcharge

19.6 Supplier Response. Supplier and NCR Voyix will meet promptly upon the completion of an audit conducted pursuant to this Section or issuance of an interim or final report to Supplier and NCR Voyix following such an audit. Supplier will respond to each meeting and audit report in writing within 30 days, unless a shorter response time is specified in such report. Supplier and NCR Voyix will develop and agree upon an action plan to address promptly and resolve any deficiencies, concerns and recommendations identified in such meeting and audit report and Supplier, at its own expense, will undertake remedial action in accordance with such action plan and the dates specified therein to the extent necessary to comply with Supplier's obligations under this Agreement.

19.7 Supplier Response to External Audits. If an audit by a governmental body, standards organization or regulatory authority having jurisdiction over NCR Voyix or Supplier results in a finding that Supplier is not in compliance with any applicable Legal Requirement or standard, including any generally accepted accounting principle or other audit requirement relating to the performance of its obligations under this Agreement, Supplier will, at its own expense and within the time period specified by such auditor, address and resolve the deficiency(ies) identified by such governmental body, standards organization or regulatory authority to the extent necessary to comply with Supplier's obligations under this Agreement.

20. Facility Inspection

Supplier agrees to allow NCR Voyix's representatives or their authorized agents, upon reasonable advance notice, during regular business hours and at its expense to enter Supplier's premises to inspect the premises, the manufactured Products, and the means for manufacturing Products, including, but not limited to, all reasonably requested documentation related to the Products, facility procedures, and compliance with the Legal Requirements. Supplier is responsible for correcting any deficiencies identified by NCR Voyix's inspection prior to the production and delivery of the Products. NCR Voyix will cause each of its employees, agents and authorized representatives who have access to Supplier's facilities, to maintain, preserve and protect all Confidential Information of Supplier and the confidential or proprietary information and technology of Supplier's other customers.

21. Warranty.

21.1 Supplier warrants that for a period of 15 months from the date of Delivery (the "**Warranty Period**"), all Products (a) will be free from defects in workmanship and (b) will conform to the Specifications and the quality provisions of this Agreement. Supplier will promptly provide a new or repaired to like new replacement Product to replace non-complying Products (or provide credit or refund equal to NCR Voyix's cost of the Product); and at NCR Voyix's option, Supplier will pay NCR Voyix its costs of remedying the non-compliance at the end user site. Any shipment of non-complying Products by NCR Voyix to Supplier, and the return shipment of repaired or replacement Products by Supplier to NCR Voyix under this paragraph will be at Supplier's expense. Supplier will have the warranty obligations provided in this Section as to all Products, notwithstanding their acceptance by NCR Voyix.

21.2 In-warranty repair and out of warranty repair processes are described in more detail in the Support Services Exhibit.

21.3 An "**Epidemic Failure**" is defined as the occurrence of multiple failures of the same component, subassembly, feature, software (for example, processor, memory device, power supply, hard drive, mechanical assembly, processor board, software, etc.), that exhibit a common root cause to the extent that such failures occur in 2% of the units in any Lot. A "**Lot**" means a specific quantity of Product that is (i) produced under uniform conditions and series of operations, or (ii) produced according to a single manufacturing order or Product model.

21.3.1 In the event of Epidemic Failure caused by failures of Materials supplied by suppliers other than pursuant to a NCR Voyix master agreement Supplier will pass through to NCR Voyix the rights and remedies as provided in the applicable Supplier contract, with the supplier of the failed Materials and provide NCR Voyix reasonable assistance in exercising such rights and remedies. Notwithstanding anything in this Section 21.3.1 to the contrary, if Supplier's proper performance of the Services should have prevented the Epidemic Failure, then Supplier shall be liable for the costs of repair and replacement of the defective Material in accordance with Section 21.3.2.

21.3.2 NCR Voyix may notify Supplier that an Epidemic Failure has occurred. Such notice will include a description of the nature of the failure and other supporting data. Where the Epidemic Failure is caused by a Services non-conformance, Supplier will be responsible for all costs of implementing the FRO (whether inside or outside of any Warranty Period) including (a) replacement parts, materials, sub-assemblies or supplies; (b) technical support labor costs in handling customer calls; (c) on-site service labor in replacing all Products within the Lot(s); and (d) all packaging, shipping and handling costs to and from NCR Voyix and warehouse locations and Supplier's repair facility. "**FRO**" means the detailed plan which is established by the Parties and implemented for the purpose of remedying an Epidemic Failure or a safety/ hazard situation, including at end-user sites, in plants and in warehouses, if applicable. The FRO plan generally will include a process and repair method for deploying and implementing the repair and or replacement of all affected Products in the Lot(s) and the estimated costs to deploy the fix dependent on the quantity of affected Product. The FRO will be applicable for all Products within the relevant Lot(s) unless and to the extent Supplier can establish that specific Products within the Lot(s) are not affected by the root cause. In addition to the foregoing, Supplier will, at NCR Voyix's option, appoint a senior level representative to coordinate a joint root-cause analysis and cooperate with NCR Voyix in the development of the FRO. Once the source of the Epidemic Failure has been established, Supplier will correct the cause on all Products to be shipped thereafter. For the avoidance of doubt, Supplier has no liability pursuant to Section 21.3 for Epidemic Failures caused by anything other than a Services non-conformance.

21.4 OTHER THAN NCR VOYIX'S TERMINATION RIGHTS UNDER SECTION 28.2, THE REMEDIES SET FORTH IN SECTION 21 CONSTITUTE NCR VOYIX'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE SERVICES WARRANTY MADE BY SUPPLIER IN SECTION 21. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND SUPPLIER EXPRESSLY DISCLAIMS, AND NCR VOYIX EXPRESSLY WAIVES, ALL OTHER WARRANTIES AND REPRESENTATIONS WHETHER EXPRESS, IMPLIED, STATUTORY, ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR OTHERWISE, INCLUDING COMPLIANCE WITH

MATERIALS DECLARATION REQUIREMENTS, ANY MATERIAL WARRANTY, ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OR MISAPPROPRIATION OF ANY RIGHT, TITLE OR INTEREST OF COMPANY OR ANY THIRD PARTY. NO ORAL OR WRITTEN STATEMENT OR REPRESENTATION BY SUPPLIER, ITS AGENTS OR EMPLOYEES WILL CONSTITUTE OR CREATE A WARRANTY OR EXPAND THE SCOPE OF ANY WARRANTY HEREUNDER.

21.5 SUPPLIER'S WARRANTY IN SECTION 21 WILL NOT APPLY TO ANY DEFECT CAUSED BY MISHANDLING, ACCIDENT, MISUSE, NEGLECT, IMPROPER TESTING, IMPROPER OR UNAUTHORIZED REPAIR, OR ALTERATION, NOT IN ACCORDANCE WITH THE SPECIFICATIONS, PROCESS, TESTING OR OTHER PROCEDURE, ADJUSTMENT OR MODIFICATION SUPPLIED AND/OR REQUIRED BY NCR VOYIX (UNLESS SUCH DEFECT WAS CAUSED BY SUPPLIER OR ITS EMPLOYEES OR SUBCONTRACTORS).

22. Limitation of Liability

22.1 SUBJECT TO THE EXCEPTIONS LISTED IN THIS SECTION 22.1, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OR LOSSES, OR ANY LOSS OF PROFITS UNDER ANY THEORY OF LIABILITY. THE FOREGOING LIMITATIONS DO NOT APPLY TO (A) INDEMNITY, WARRANTY AND CONFIDENTIALITY OBLIGATIONS; (B) LOSSES, LIABILITIES AND DAMAGES ARISING OUT OF OR RESULTING FROM PERSONAL INJURY TO THE EXTENT CAUSED BY A PARTY'S NEGLIGENCE OR WILFUL MISCONDUCT; OR (C) LOSSES, LIABILITIES AND DAMAGES ARISING OUT OF OR RESULTING FROM SUPPLIER'S GROSS NEGLIGENCE, FRAUD, WILFUL MISCONDUCT OR VIOLATION OF LAW.

22.2 Notwithstanding anything to the contrary in this Agreement or otherwise, the parties agree that the following types of damages are foreseeable and recoverable under this Agreement (a) the costs incurred by NCR Voyix to perform a workaround or correct any errors or deficiencies in the Products; (b) the costs incurred by NCR Voyix to transition supply of the Product(s) from Supplier to NCR Voyix or one or more alternative providers and to obtain substitute Products; (c) fines or penalties assessed against NCR Voyix as a result of the failure of the Products to conform to the requirements of this Agreement; (d) costs, damages or expenses incurred by NCR Voyix resulting from Supplier's failure to meet a delivery commitment, including, (e) fees or penalties imposed on NCR Voyix by its customer resulting from NCR Voyix's failure to meet a customer's delivery requirements, or additional costs in attempting to ensure that such delivery commitment is met; including without limitation, wages and salaries of additional employees, travel expenses, overtime expenses, and similar charges.

23. Force Majeure

Neither Party shall be liable for loss, damage, delay or failure to perform resulting from any cause whatsoever beyond its reasonable control, including natural disasters, fire, flood, infectious diseases, public health developments, epidemics and pandemics, strike or lockout, actions of a civil or military authority, insurrection, war, embargo, an act of terrorism and container or transportation shortage ("Force Majeure Event"). In the event a Force Majeure Event occurs, a Party's time to perform shall be extended for a time equivalent to that lost due to the force majeure

condition. The Party so affected shall give prompt notice to the other Party of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as reasonably possible. Notwithstanding the foregoing, nothing in this Section 23 shall relieve NCR Voyix of its obligation to pay any amounts due pursuant to this Agreement. If the Party invoking this Section is prevented from performing its obligations under the Agreement for more than sixty (60) days, the Party injured by the inability of the other to perform has the right upon written notice to terminate this Agreement.

24. Intellectual Property Ownership and Rights

24.1 Each Party and its Affiliates owns and shall continue to own its Pre-Existing Intellectual Property. Intellectual Property licensed by a third party to a Party or any of its Affiliates that is owned by such third party shall continue to be owned by such third party. Nothing contained in the Agreement shall in any way change or affect, implicitly or explicitly, any ownership of any Pre-Existing Intellectual Property or Intellectual Property owned by a third party.

24.2 Each Party will own the New Intellectual Property in accordance with law. Notwithstanding the preceding sentence, all New Intellectual Property that is (a) based on any Intellectual Property of NCR Voyix or any of its Affiliates, including trade secrets and other confidential information (including Confidential Information) of NCR Voyix or any of its Affiliates, or (b) related to the products (including Products, including Materials), services (including Services), or solutions of NCR Voyix or any of its Affiliates and Improvements thereof will be owned by NCR Voyix (collectively, "**NCR Voyix New Intellectual Property**"). The New Intellectual Property of a Party (including the NCR Voyix New Intellectual Property) will be treated as Confidential Information of such Party, including by the other Party and its Affiliates. To the extent Supplier has any ownership rights in or to any NCR Voyix New Intellectual Property it hereby assigns all of its rights, title and interest therein and thereto to NCR Voyix. Supplier agrees to cooperate with NCR Voyix to establish, secure, and perfect, and protect NCR Voyix's ownership rights in and to the NCR Voyix New Intellectual Property, including executing reasonable documentation for that purpose.

24.3 NCR Voyix hereby grants Supplier a personal, non-exclusive, non-transferable (except to an Affiliate of such Subsidiary, or in conjunction with the sale to a third party of all or substantially all of the equity or assets of Supplier, an Affiliate of Supplier, or a business of Supplier or an Affiliate of Supplier to which this license in this Section 24.3 applies), non-sublicensable (except to its Affiliates and Persons operating on behalf of and for Supplier or its Affiliates to the extent such Person is operating on behalf of and for Supplier or its Affiliates), fully paid-up, perpetual, worldwide license under the NCR Voyix New Intellectual Property to use those portion(s) of the NCR Voyix New Intellectual Property that are generic, but also specifically applicable to the services of Supplier that are specifically necessary for Supplier and its Affiliates to carry out their manufacturing services and Improvement thereof and thereto that are tied to and based on their current manufacturing services. Notwithstanding anything to contrary herein, the license provided in this Section 24.3 does not apply to any services (including manufacturing services) of Supplier or any of its Affiliates for, in conjunction with or related to products (including Products, including Materials), services (including Services), or solutions of NCR Voyix or any of its Affiliates, or any substantially the same or similar products, services or solution or any Improvements thereof.

24.4 NCR Voyix, on behalf of itself and its Affiliates, hereby grants (and to the extent NCR Voyix does not have the right or authority to do so on behalf of one or more of its Affiliates, it will ensure each such Affiliate grants) Supplier a personal, non-exclusive, non-transferable, non-sublicensable (except to its Affiliates and Persons (as defined in the SDA) operating on behalf of and for Supplier or its Affiliates to the extent such Person is operating on behalf of and for Supplier or any of its Affiliates), fully paid-up, worldwide license to use the trademarks of NCR Voyix and/or its Affiliates specified in an applicable Purchase Order ("Licensed NCR Voyix Trademarks") for the purpose(s) and for the period of time specified in that Purchase Order. If a Purchase Order does not contain the information specified above, then the foregoing license shall not apply with respect to such Purchase Order and in anyway with respect to the associated Products. Supplier will use all of the Licensed NCR Voyix Trademark specified in any Purchase Order in accordance with any guidelines provided by NCR Voyix to Supplier. Any and all uses of any Licensed NCR Voyix Trademark specified in any Purchase Order will inure to the benefit of NCR Voyix or the applicable NCR Voyix Affiliate, as the case maybe. Supplier shall not acquire any ownership rights in or to any trademark or NCR Voyix or any of its Affiliates (including any Licensed NCR Voyix Trademark specified in any Purchase Order), whether directly or indirectly under this Agreement (including by reason of its use by Supplier, by operation of law or otherwise). At NCR Voyix's request, Supplier shall execute any and all documents reasonably required to confirm or otherwise aid in establishing NCR Voyix's ownership in and to any of the Licensed NCR Voyix Trademarks specified in any Purchase Order. Supplier shall maintain the quality of the Products with which any NCR Voyix Licensed Trademark specified in any Purchase Order is used or associated with, with at least the same quality as they had prior to the execution of the SDA. Upon reasonable notice by NCR Voyix, Supplier shall provide NCR Voyix the right of inspection, including the right to receive a reasonable number of samples of the Products to ensure their quality. If, after discussion with Supplier, NCR Voyix reasonably determines through such inspection that any of the Products do not meet NCR Voyix quality standards, Supplier agrees to cooperate with NCR Voyix in a timely manner to remedy any associated deficiencies. In addition, upon reasonable request by NCR Voyix, Supplier shall provide NCR Voyix with a reasonable number of samples of its use or intended us of the Licensed NCR Voyix Trademarks specified in any of the Purchase order and modify such use or intended use to the extent requested by NCR Voyix.

24.5 Except to the extent specifically provided herein (as supplement by an applicable Purchase Order), neither Party nor any of its Affiliates is granted or provided with, or obtains, implicitly or explicitly, any rights (including ownership rights) under, to or with respect to any Intellectual Property of the other Party, any of its Affiliates or any third party.

25. Intellectual Property Infringement or Misappropriation Claims

25.1 Supplier will: (a) at its expense defend NCR Voyix, its Affiliates and each of their officers, directors, employees, successors, and assigns, and to the extent they are operating on behalf of or for NCR Voyix or any of its Affiliates, any of their contractors, consultants and agents ("NCR Voyix Indemnitees") against any IP Claim; and (b) indemnify NCR Voyix Indemnitees by paying the damages, costs, and attorneys' fees with respect to the IP Claim that are either awarded against any NCR Voyix Indemnitee in a final, non-appealable court judgment, or required to be paid by any NCR Voyix Indemnitee in a settlement of the IP Claim that Supplier has agreed to in writing. As used in this Section, an "IP Claim" means a suit brought against an NCR Voyix Indemnitee by a third party to the extent the suit alleges that any of the following infringes or misappropriates a patent, copyright, or other intellectual property right of the third party (i) Supplier tools or Supplier Supplied Software used by Supplier or any of its subcontractors under this Agreement, or (ii)

manufacturing, assembly, or supply processes used under this Agreement by Supplier or any of its subcontractors, or (iii) a Product that does not conform to the Specifications, if such suit would not have arisen but for the non-conformance, or (iv) modifications made to, or items or features included in Products by Supplier, that are not included in the Specification without NCR Voyix authorization,.

25.2 Supplier's obligations set forth in this Section 25 are subject to NCR Voyix or any applicable NCR Voyix Indemnitee: (a) providing Supplier prompt notice that the IP Claim has been threatened or brought, whichever is sooner ("Claim Notice"); (b) providing Supplier sole control of the defense and any appeal or settlement (at Supplier's discretion) of the IP Claim (collectively, "Resolution"); (c) cooperating with Supplier (including providing relevant documentation and information) with respect to the IP Claim or Resolution; and (d) complying with all court orders. If both NCR Voyix or another NCR Voyix Affiliate delays in providing the Claim Notice and it causes detriment to Supplier with respect to the Resolution, Supplier's obligations set forth in this Section 25 will not apply to the IP Claim to the extent of such detriment. Notwithstanding any other provision of this Agreement, Supplier is not responsible for any fees (including attorneys' fees), expenses, costs, judgments, or awards that are incurred prior to Supplier's receipt of the Claim Notice from NCR Voyix or another NCR Voyix Indemnitee. Supplier will have the sole right to select counsel. NCR Voyix or any other NCR Voyix Indemnitee may engage additional counsel of it's choosing at its expense for purposes of conferring with Supplier's counsel.

25.3 The obligations set forth in this Section will not apply to an IP Claim if the alleged infringement is based on, caused by, or results from: (a) Supplier's compliance with any of NCR Voyix's or its Affiliates' designs, specifications, instructions, or the NCR Voyix Supplier Quality Manual; or (b) modification of the Product other than by Supplier.

25.4 If an intellectual property infringement or misappropriation allegation is brought or threatened against the Product, or Supplier believes that such an allegation may be brought or threatened, Supplier may: (a) obtain a license for the Product; (b) modify the Product; or (c) replace the Product with a product having substantially the same functionality. If Supplier in its discretion determines that none of the foregoing is available on a reasonable basis, then upon notice from Supplier, NCR Voyix or an NCR Voyix Affiliate, as applicable, will promptly return the Product to Supplier, and Supplier will refund the price NCR Voyix or an NCR Voyix Affiliate paid Supplier for the returned Products, less depreciation on a five-year straight-line basis.

25.5 THIS SECTION SETS FORTH SUPPLIER'S ENTIRE OBLIGATIONS, AND THE NCR VOYIX INDEMNITEES' EXCLUSIVE REMEDIES, WITH RESPECT TO THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT AND MISAPPROPRIATION, INCLUDING ANY IP CLAIM.

26. Confidential Information and Data

26.1 Company Information

Supplier and NCR Voyix each acknowledge that the other Party may disclose its Company Information for the purpose of exercising its rights and performance of obligations pursuant to this Agreement. For the purposes of this Section, neither Supplier nor its Affiliates nor its or their subcontractors shall be considered contractors or subcontractors of NCR Voyix.

26.2 Obligations

26.2.1 NCR Voyix and Supplier will each refrain from unauthorized use, storage and disclosure, will hold as confidential and will use the same level of care to maintain the confidentiality and prevent misappropriation or dissemination of, the other Party's Company Information as it employs to maintain the confidentiality and prevent misappropriation or dissemination of its own information of a similar nature, but in no event less than a reasonable standard of care in view of the scope of the Services, the obligations of the Parties under the Agreement (including the obligations of Supplier pursuant to Section 17 (Legal Requirements)), the businesses of the Parties, the geographical coverages of the Services and the nature of the Company Information of each Party disclosed pursuant to this Agreement. In no event shall a "reasonable standard of care" require less care than the full and timely satisfaction by each Party of its obligations pursuant to the Agreement. Notwithstanding the foregoing confidentiality and similar obligations in this Section (but subject to compliance with law), the Parties may disclose to and permit use of the other Party's Company Information by their respective legal counsel, auditors, investment and financial advisors, contractors and subcontractors where: (i) such disclosure and use is reasonably necessary, and is only made with respect to such portion of the Company Information that is reasonably necessary, to permit Supplier and NCR Voyix to perform their obligations or exercise their rights hereunder, for their respective legal counsel, auditors, contractors and subcontractors to provide the Services to or on behalf of NCR Voyix or for NCR Voyix to use the Services to perform or have performed services substantially similar to, the same as the Services upon expiration or termination of the Agreement or to have other services provided to NCR Voyix, for their legal counsel, auditors, investment and financial advisors to provide advice and counsel to NCR Voyix in connection with the Agreement or NCR Voyix's business affairs; (ii) such auditors, investment and financial advisors, contractors and subcontractors (but not their attorneys) are bound in writing by obligations of confidentiality, non-disclosure and the other restrictive covenants at least as restrictive and extensive in scope as those set forth in this Section; and (iii) Supplier and NCR Voyix each assumes full responsibility for the acts or omissions of the persons and entities to which each makes disclosures of the other Party's Company Information no less than if the acts or omissions were those of Supplier and NCR Voyix, respectively. Notwithstanding the confidentiality obligations set forth in this Section 26.2.1, to the extent applicable, Supplier's obligations with respect to the physical and electronic security of the infrastructure in which NCR Voyix Data is processed and stored are set forth in the "Data Security and Privacy", "Supplier Information Security Standards" and "Security Safeguards" Exhibits.

26.2.2 Each Party is responsible for ensuring that its legal counsel, auditors and subcontractors comply with this Section.

26.2.3 Without limiting the generality of the foregoing, neither Party will publicly disclose the other Party's Company Information, including, without limitation, the substantive or material commercial terms of the Agreement or the substantive positions of the Parties in the negotiation of the Agreement, except to the extent permitted by this Section and/or to enforce the terms of the Agreement, without the prior written consent of the other Party. Furthermore, except as set forth in the Agreement, neither Supplier nor NCR Voyix will acquire any right in or assert any lien against the other Party's Company Information, and/or refuse to promptly return, provide a copy in the format requested of, or destroy such Company Information upon the request of the disclosing Party.

26.3 Exclusions

26.3.1 Notwithstanding the foregoing and excluding the Personally Identifiable Information, this Section 26 and the provisions of any other contract, agreement or similar document, however described, between the Parties regarding either Party's Company Information, shall not apply to any information which Supplier or NCR Voyix can demonstrate was or is: (a) in the public domain at the time of disclosure, (b) published or otherwise becomes part of the public domain after disclosure through no fault of the receiving Party, (c) in the possession of the receiving Party at the time of disclosure other than as a result of a breach of duty owed to the disclosing Party, (d) disclosed to it by a third party where the receiving Party does not know and reasonably does not believe it to be subject to use or disclosure restrictions , or (e) independently developed by the receiving Party without reference to or use of the disclosing Party's Company Information. Further, either Party may disclose the other Party's Company Information to the extent required by law or order of a court or governmental agency or the rules of the New York Stock Exchange, the NASDAQ Stock Market or similar national stock exchange. However, in the event of disclosure pursuant to an order of Court or governmental agency, and subject to compliance with law or such order of Court or governmental agency, the recipient of such Company Information shall give the disclosing Party prompt notice to permit the disclosing Party an opportunity, if available, to obtain a protective order or otherwise protect the confidentiality of such information, all at the disclosing Party's cost and expense. The receipt of Company Information under the Agreement will not limit or restrict assignment or reassignment of employees of Supplier and NCR Voyix within or between the respective Parties and their Affiliates.

26.4 Data Ownership

26.4.1 All NCR Voyix Company Information (including, without limitation, NCR Voyix Data, records and reports related to NCR Voyix) whether in existence at the Commencement Date and/or compiled thereafter in the course of performing the Services, shall be treated by Supplier and its subcontractors as the exclusive property of NCR Voyix and the furnishing of such NCR Voyix Company Information, or access to such items by, Supplier and/or its subcontractors, shall not grant any express or implied interest in such NCR Voyix Company Information to Supplier and/or its subcontractors, and Supplier's and its subcontractors' use of such NCR Voyix Company Information shall be limited to such use as is necessary to perform and provide the Services. Upon request by NCR Voyix at any time and from time to time and without regard to a Party's default under the Agreement, Supplier and/or its subcontractors shall promptly deliver NCR Voyix Company Information to NCR Voyix (including, without limitation, all NCR Voyix Data, other data, records and related reports regarding NCR Voyix) in electronic format and in such hard copy as exists on the date of the request by NCR Voyix. All Supplier Company Information whether in existence at the Commencement Date and/or compiled thereafter in the course of performing the Services, shall be treated by NCR Voyix as the exclusive property of Supplier and the furnishing of such Supplier Company Information, or access to such items by NCR Voyix, shall not grant any express or implied interest in NCR Voyix relating to such Supplier Company Information, and NCR Voyix's receipt and use of such Supplier Company Information shall be limited (i) to such receipt and use as permitted under the Agreement, including as reasonably necessary or appropriate to receive and use the Services and/or (ii) the Products.

26.5 Loss of or Unauthorized Access to Company Information; Intrusions

26.5.1 The receiving Party will immediately notify the disclosing Party, in writing in the event of any loss, unauthorized disclosure or access to or use or storage in violation of the Agreement of a disclosing Party's Company Information (and with respect to NCR Voyix, NCR Voyix Data) known to the receiving Party. With respect to NCR Voyix Data, Supplier shall also immediately notify NCR Voyix, orally and in writing, of any known security breach or other circumstance that may result in the unauthorized use, access, disclosure, alteration or destruction of Personally Identifiable Information contained in NCR Voyix Data or of any accidental loss, destruction, or damage to NCR Voyix Data.

26.5.2 Supplier will provide NCR Voyix and its representatives with access to Supplier's policies, processes and procedures, and descriptions of its systems relating to intrusion detection and interception, with respect to the systems used by Supplier to provide the Services for the purpose of assessing those systems, processes, policies and procedures. Supplier will notify NCR Voyix immediately in writing of any such intrusion or attack that is successful in accessing NCR Voyix Data or that could reasonably be expected to have a material adverse effect on the Services.

26.6 Limitation

The covenants of confidentiality and other restrictive covenants set forth herein will continue and must be maintained from the Commencement Date through the termination of the Services and (A) with respect to trade secrets, until such trade secrets no longer qualify as trade secrets under applicable law; and (B) with respect to Confidential Information, for a period equal to the longer of 3 years after termination of the Parties' relationship under the Agreement, or as long as required by applicable law.

27. Insurance

27.1 Supplier will, at its own cost and expense, during the term of this Agreement (and if coverage is on a "Claims Made" form, then a policy must be maintained, for a period of six years after the date of Supplier's last shipment of Products under this Agreement), purchase and maintain (i) commercial general liability and product liability insurance written by an insurer acceptable to NCR Voyix and which is licensed to conduct business in the United States; and (ii) workers' compensation and employer's liability insurance as required by local law, such policies to waive any subrogation rights against Supplier. Such insurer will have a minimum A.M. Best Rating of A-VII or a minimum Standard & Poor's rating of A.

27.2 Supplier's commercial general liability and product liability insurance will be written on an occurrence form with minimum policy limits of not less than ten million dollars (USD $10,000,000), combined coverage of personal injury, bodily injury, property damage, completed operations/product liability and contractual liability, per occurrence and will include the following extensions: (i) Blanket contractual coverage, (ii) A severability of interest clause and (iii) Worldwide coverage territory. If Supplier is a non-US entity, coverage will extend to suits and/or claims made in the United States of America.

27.3 All of Supplier's insurance deductibles, self-insured exposures, uninsured, or underinsured exposures are at Supplier's risk and are for Supplier's account.

27.4 Certificates of insurance showing compliance with the requirements in Section 27 will be furnished by Supplier immediately after signing this Agreement, and thereafter upon request by NCR Voyix. Failure of Supplier to secure the required coverages and minimum limits, or the failure to supply certificates of insurance properly evidencing such coverages and minimum limits will in no way relieve Supplier from its obligations herein. Notwithstanding the foregoing, however, NCR Voyix will be under no duty to examine such certificates or other evidence of insurance, or to advise Supplier in the event that its insurance is not in compliance with this Agreement, nor will Supplier's purchase of appropriate insurance coverage or the furnishing of certificates of insurance release Supplier from its obligations or liabilities under this Agreement.

27.5 Supplier’s commercial general liability insurance policy will name NCR Voyix, its parent, subsidiaries and affiliated entities and their respective officers, directors, employees, stockholders, and agents as additional insureds.

27.6 Except for Worker’s Compensation, Employer’s Liability, and employee dishonesty insurance, all of Supplier’s insurance required in this Section will be primary to and will receive no contribution from any other insurance maintained by, on behalf of, or benefiting NCR Voyix, its parent, subsidiaries and affiliated entities, and their respective officers, directors, employees, and stockholders; but only to the extent of Supplier’s contributory negligence.

27.7 NCR Voyix, in its sole discretion, reserves the right to require additional coverage from time to time which may be reasonable considering the use of the Products and the area in which they are distributed.

27.8 Supplier’s obligations under this Section will survive termination or expiration of this Agreement.

28. Termination and Expiration

28.1 Either party may terminate this Agreement immediately by giving ninety (90) days prior written notice to the other Party, if a Party is unable to pay its debts as they become due, files for voluntary or is subject to the filing for involuntary dissolution, is declared insolvent, makes an assignment for the benefit of creditors, or suffers the appointment of a receiver or trustee over all or substantially all of its assets or properties.

28.2 Either Party may terminate this Agreement, in whole or in part, immediately by giving written notice to the other Party, if such Party fails to perform in accordance with or breaches any material term, condition, or provision of this Agreement (including a Service Level Termination Event as defined in Exhibit 2), provided that the non-breaching Party first gives thirty (30) days written notice of such failure or breach, and the breaching Party fails to substantially correct such failure or breach to the reasonable satisfaction of the non-breaching Party within a period of thirty (30) days after receipt of such notice.

28.3 Upon termination or expiration, both parties will, in good faith:

28.3.1 use Commercially Reasonable Efforts to mitigate the costs of termination. Supplier will use Commercially Reasonable Efforts to cancel all applicable Material purchase orders and reduce Material inventory through return for credit programs or allocate such Materials for alternative programs if applicable, or other customer orders provided the same can be used within 30 days of the termination; and

28.3.2 cooperate with each other, and shall take and perform the activities described on the “Termination/Expiration Assistance” Exhibit and Supplier shall assist NCR Voyix in the orderly, uninterrupted transfer and migration of the Services (including, without limitation, continuing to perform and provide the Services) to NCR Voyix itself or another services provider in connection with the expiration or earlier termination of the Agreement for any reason, however described.

28.4 Obligations on Termination or Expiration. On termination or expiration of this Agreement:

a. NCR Voyix will purchase any Products in Supplier's possession subject to a Purchase Order at the then current Product prices and Supplier will Deliver any such Products in accordance with the terms of this Agreement;

b. NCR Voyix will purchase, and Supplier will Deliver, any Materials in Supplier's possession, in transit and on order, to the extent necessary to satisfy Purchase Orders and 6 months of Forecast, at the price paid by Supplier for such Material, plus any applicable taxes and duties;

c. Supplier will transfer any fixed manufacturing assets that are used solely for the provision of Services hereunder to NCR Voyix, subject to NCR Voyix's payment of any taxes, duties, removal and transportation costs;

d. for any tooling that was funded by NCR Voyix, Supplier will transfer such tooling to NCR Voyix subject to NCR Voyix's payment of any applicable duties, taxes and transportation costs;

e. for any tooling that was funded in whole or in part by Supplier, NCR Voyix will purchase such tooling from Supplier at book value, plus applicable duties, taxes and transportation costs;

f. Supplier will cease using the Specifications, NCR Voyix's Trademark, trade names, NCR Voyix's Confidential Information and NCR Voyix's Intellectual Property; and

g. Supplier will, at the request of NCR Voyix, promptly return to NCR Voyix or its designated representatives or otherwise dispose of as NCR Voyix may instruct, all materials that contain Confidential Information in writing, recorded or other tangible form (other than correspondence between NCR Voyix and Supplier), and copies thereof, that Supplier may have in its possession, custody or under its direct or indirect control.

28.5 Survival Provision. Notwithstanding anything in this Agreement to the contrary, the provisions of Section 28.3 will survive the termination of this Agreement for any reason.

28.6 Consequences of Termination.

a. The termination of this Agreement shall not release NCR Voyix from its obligation to pay any sums owed to Supplier or from the obligation to perform any other duty or to discharge any other liability that has been incurred prior thereto. Subject to the foregoing, however, neither party will by reason of the expiration or termination of this Agreement be liable to the other for compensation or damages on account of the loss of present or prospective income, or expenditures, investments or commitments made in connection therewith. Supplier hereby waives all rights to compensation which Supplier might otherwise be entitled to receive under applicable law upon expiration or termination of this Agreement, except for the compensation referred to in Section 28 and the Termination/Expiration Assistance Exhibit.

b. In the event that compensation, damages, or other awards are granted under applicable law to the employees or other personnel of Supplier upon expiration or termination of this Agreement, NCR Voyix will be fully liable to reimburse the Supplier for all such expenditures required to be paid by Supplier. Supplier will give immediate notice to NCR Voyix of any proceedings in connection with such claims and will comply with all reasonable instructions issued therewith. Notwithstanding the foregoing, NCR Voyix will not be liable to contribute to the payment of any compensation required to be paid as a result of the expiration of this Agreement or any termination of this Agreement by, or due to default of the Supplier.

29. General Provisions

29.1 Relationship. The Agreement does not create any partnership or agency relationship between the parties. None of the parties is authorized to act for or bind the other in any manner whatsoever, to direct and control the day-to-day activities of the other, to create or assume obligations on behalf of the other, not to make any express or implied representation or warranty on behalf of the other, unless such authorization is explicitly bestowed upon the other party under the Agreement.

29.2 Assignment. Neither party may assign or delegate this Agreement or any of the rights or duties under this Agreement without the prior written consent of the other party, except that either party may assign this Agreement to an Affiliate or to a person or entity into which it has merged or that has otherwise succeeded to all or substantially all of its business and assets, and that has assumed in writing or by operation of law all of its obligations under this Agreement.

29.3 Notices. Any notice or document to be served under the Agreement may be delivered or sent by ordinary or registered mail, or by overnight delivery to the party to be served, as follows:

to NCR Voyix:

NCR Voyix Corporation
Attn: General Counsel Notices
864 Spring Street NW
Atlanta, Georgia 30308 United States
with a simultaneous copy to
law.notices@ncr.com

to Supplier:

NCR Corporation India Private Ltd.
Attn: Director—Manufacturing Operations
11, Niton
Building, Palace
Road Bengaluru
560052

or at such other address as the receiving party may have notified to the other party in accordance with this Section.

29.4 Entirety of Agreement. This Agreement and the documents referred to therein comprise the entire agreement between the parties relating to the subject matter of the Agreement and supersedes all prior agreements, arrangements, and communications among the parties, whether oral or in writing, with respect to the subject matter of this Agreement.

29.5 Waiver. Neither party's failure to exercise any of its rights hereunder constitutes a waiver of such rights or prejudice such rights in any other manner.

29.6 Headings. Headings used in the Agreement are for convenience only and shall not control or affect the meaning or construction any of the provisions of the Agreement.

29.7 Partial invalidity. If any provision of the Agreement is declared void or unenforceable by any court or tribunal of competent jurisdiction, the other provisions of the Agreement will remain in effect, unless such provisions are deemed to be connected with the void or unenforceable provision. Should the other provisions remain valid, both parties will endeavor to substitute for the void or unenforceable provision a valid provision that reflects the parties' original intent to the greatest possible extent.

29.8 Modification. This Agreement may be amended only by written agreement between the parties unless the Agreement explicitly provides otherwise.

29.9 Governing Law and Disputes. New York law governs this Agreement, all Orders made and any transactions occurring under it, and the relationships created by it, without reference to principles of conflicts of law that would result in the application of any other State's laws.

30. Dispute Resolution

30.1 Negotiation

a. In the event of a controversy, dispute or claim arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity, termination or breach of this Agreement or otherwise arising out of or in any way related to this Agreement or the transactions contemplated hereby or thereby, including any claim based on contract, tort, law or constitution (but excluding any controversy, dispute or claim arising out of any contract with a third party if such third party is a necessary party to such controversy, dispute or claim) (collectively, "Disputes"), a party must provide written notice of such Dispute ("Dispute Notice"). The Parties agree to negotiate in good faith to resolve any noticed Dispute. If the parties are unable for any reason to resolve a Dispute within 45 days from the time of receipt of the Dispute Notice and the 45-day period is not extended by mutual written consent, then the Chief Executive Officers of the parties shall enter into negotiations for a reasonable period of time to settle such Dispute; *provided, however*, that such reasonable period shall not, unless otherwise agreed by the parties in writing, exceed sixty 60 days from the 45th day noted above, if and as extended by mutual agreement of the parties (the "Negotiation Deadline").

b. Notwithstanding anything to the contrary contained in this Agreement, in the event of any Dispute with respect to which a Dispute Notice has been delivered in accordance with this Section 30.1 (i) the relevant parties shall not assert the defenses of statute of limitations and laches with respect to the period beginning after the date of receipt of the Dispute Notice, and (ii) any contractual time period or deadline under this Agreement to which such Dispute relates occurring after the Dispute Notice is received shall be tolled by the submittal of a Dispute Notice. All things said or disclosed and all documents produced in the course of any negotiations, conferences and discussions in connection with efforts to settle a Dispute that are not otherwise independently discoverable shall not be offered or received as evidence or used for impeachment or for any other purpose in any Proceeding and shall be considered as to have been said, disclosed or produced for settlement purposes only.

30.2 Right to Seek Urgent Relief Immediately. The Parties' agreement to negotiate as described in Section 30.1 shall not prevent either Party from commencing arbitration (according to the procedures set forth in Section 30.3) or court proceedings (for the purposes specified in Section 30.3) in order to seek injunctive or other urgent relief, including but not limited to conservatory measures to maintain the status quo or prevent dissipation of assets or injury to property.

30.3 Arbitration

a. If the Dispute has not been resolved for any reason by the Negotiation Deadline, then such Dispute shall, at the request of any relevant Party, be exclusively and finally determined by binding arbitration (as provided for in this Section 30.3) administered by JAMS in accordance with its Comprehensive Arbitration Rules & Procedures effective June 1, 2021, unless the Parties agree in writing to another arbitration service provider and/or rules of arbitration, except, in any event, the applicable rules of arbitration (the "Rules") shall be modified as set out herein; *provided* that any relevant Party may commence arbitration or court proceedings seeking urgent relief (as described in Section 30.2) at any time. Any question of the arbitrability of any Dispute or the existence, scope, validity or enforceability of this Section 30.3 shall be referred to and resolved by the arbitrators.

b. The seat of arbitration shall be Atlanta, Georgia, unless the Parties agree in writing to another seat of arbitration.

c. For any Dispute asserting claims exceeding US $1 million (or equivalent value) or seeking injunctive relief, the arbitration shall be conducted by a panel of three arbitrators. All other Disputes shall be conducted by a sole arbitrator. In the event any party challenges whether the dispute belongs above or below this monetary threshold for these purposes, the issue shall be resolved exclusively by the administrator of JAMS (or such other arbitration service provider as may be agreed upon in writing by the Parties) and shall be treated as an administrative matter only. In the case of a panel of three arbitrators, each Party shall appoint an arbitrator within twenty days of a Party's receipt of a Party's demand for arbitration. The two Party-appointed arbitrators shall appoint the third and presiding arbitrator within twenty days of the appointment of the second arbitrator. In the case of a sole arbitrator, the arbitrator shall be appointed in accordance with the applicable Rules. If any appointed arbitrator declines, resigns, becomes incapacitated, or otherwise refuses or fails to serve or to continue to serve as an arbitrator, the Party or arbitrators entitled to appoint such arbitrator shall appoint a successor within 20 days. In the event an arbitrator is not appointed by a Party or the arbitrators within the time periods specified herein, JAMS (or such other arbitration service provider as may be agreed upon in writing by the Parties) shall be authorized to appoint such arbitrator in accordance with the applicable Rules. In all cases, all arbitrators must be a licensed attorney or judge with at least ten years of experience in commercial litigation and/or arbitration.

d. In the event a Party is in need of urgent relief prior to the appointment of the arbitrator(s), the Parties consent to the procedures and powers provided in the Rules for the appointment of an emergency arbitrator to consider such relief. Notwithstanding any rule to the contrary, the arbitrator(s), once appointed, will have full authority to modify, vacate or supplement any temporary or provisional relief issued by an emergency arbitrator on such grounds as the arbitrator(s) consider appropriate.

e. Nothing contained herein is intended to or shall be construed to deprive any court of its jurisdiction to issue pre- or post-arbitral injunctions, pre- or post-arbitral attachments, or other orders in aid of arbitration proceedings, or to enforce arbitration judgments and awards, including by issuing orders confirming such judgments and awards. Without prejudice to such equitable remedies as may be granted by a court of competent jurisdiction, the arbitrators shall have full authority to grant provisional remedies and to direct the parties to request that a court modify or vacate any temporary or preliminary relief issued by such court, and to award damages for the failure of any party to respect the arbitrators' orders to that effect. The Parties agree to accept and honor all orders relating to interim or provisional remedies that are issued by the arbitrators and agree that any such orders may be enforced, as necessary, in any court of competent jurisdiction.

f. The Parties consent and submit to the exclusive jurisdiction of any federal court in the Northern District of Georgia or, where such court does not have jurisdiction, any Georgia state court in Fulton County, Georgia ("Georgia Courts") to compel arbitration, for urgent relief as set forth in Section 30.2, for interim or provisional remedies in aid of arbitration and for the enforcement of any arbitral award rendered hereunder. In any such action, each Party: (i) irrevocably waives, to the fullest extent it may effectively do so, any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens* or any right of objection to jurisdiction on account of its place of incorporation or domicile, which it may now or hereafter have to the bringing of any such action or proceeding in any Georgia Court; (ii) irrevocably consents to service of process sent by a national courier service (with written confirmation of receipt) to its address identified in Section 30.3; and (iii) irrevocably waives any right to trial by jury in any court as set forth in Section 30.5.

g. Discovery shall be limited to only: (i) documents directly related to the issues in dispute; (ii) no more than three depositions for any Dispute asserting claims exceeding US $1 million (or equivalent value) or seeking injunctive relief, or two depositions for all other Disputes; and (iii) ten interrogatories. The arbitration procedures shall include provision for production of documents relevant to the Dispute; *provided* that the parties shall make good faith efforts to conduct the arbitration such that all documentary and deposition discovery is completed within 90 days of the appointment of the arbitrator(s) or as soon as reasonably practicable thereafter. All discovery, if any, shall be completed within 90 days of the appointment of the arbitrator(s) or as soon as practicable thereafter. The Parties agree that, without derogating from any other provisions of the Rules allowing for summary disposition, the arbitrator(s) shall permit applications for summary disposition to be filed at least 30 days prior to any scheduled evidentiary hearing and shall be empowered to grant such applications where justice and efficiency warrant such relief, in which case there shall be no need for a full evidentiary hearing. Adherence to formal rules of evidence in any hearing on the matter shall not be required and the arbitrators shall consider any evidence and testimony that the arbitrators determine to be relevant, in accordance with the Rules and procedures that the arbitrators determine to be appropriate.

h. The parties shall make good faith efforts to conduct the arbitration such that all written submissions are submitted and any hearing to be conducted is held no later than 180 days following appointment of the arbitrators or as soon as reasonably practicable thereafter; *provided, however*, that the failure to meet such deadline shall not invalidate the arbitration or any award of the arbitrators.

i. For any Dispute asserting claims exceeding US $1 million (or equivalent value) or seeking injunctive relief, the panel of arbitrators shall render a reasoned award. For all other Disputes, the sole arbitrator shall not be required to render a reasoned award, *provided, however*, that such omission of written reasoning shall not invalidate the arbitration or any award of the sole arbitrator. In all cases, the arbitrator(s) shall make good faith efforts to render an award within 30 days of the close of the hearing on the merits or the final written submission (whichever occurs later) or a soon as practicable thereafter; *provided, however*, that the failure to meet such deadline shall not invalidate the arbitration or any award of the arbitrator(s). The arbitrator(s) shall be entitled, if appropriate, to award any remedy that is permitted under this Agreement and applicable Law and Rules, including monetary damages, specific performance and other forms of legal and equitable relief. The Parties hereby waive any claim to exemplary, punitive, multiple or similar damages in excess of compensatory damages, attorneys' fees, costs and expenses of arbitration, except as may be expressly required by statute or as necessary to indemnify a Party for a third-party claim, and the arbitrators are not empowered to and shall not award such damages.

j. The Parties intend that the provisions to arbitrate set forth herein be valid, enforceable and irrevocable, and any award rendered by the arbitrator(s) shall be final and binding on the Parties and shall be the sole and exclusive remedy between the Parties regarding any Dispute presented to the arbitrator(s). The Parties agree to comply with any award made in any such arbitration and agree to the enforcement of or entry of confirming judgment upon such award in any court of competent jurisdiction.

k. Without limiting the provisions of the Rules, unless otherwise agreed in writing by the Parties, or as may be required by Applicable Laws or any governmental authority, the relevant Parties shall keep confidential all matters relating to any arbitration hereunder. The Parties agree not to disclose to any third party (i) the existence or status of the arbitration, (ii) all information made known and documents produced in the arbitration not otherwise in the public domain, and (iii) any award arising from the arbitration; *provided, however*, that such information and awards may be disclosed (i) to the extent reasonably necessary to enforce this Agreement or give effect to this Section 30.3, (ii) to enter judgment upon any arbitral award rendered hereunder or as is required to protect or pursue any other legal right, and (iii) to the extent otherwise required by law or a governmental authority (including any public disclosure required by securities laws).

30.4 Continuity of Service and Performance. During the course of resolving a Dispute pursuant to the provisions of this Section 30, the Parties will continue to provide all other services and honor all other commitments under this Agreement with respect to all matters not the subject of the Dispute.

30.5 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF A PROCEEDING ARISING OUT OF OR RELATING TO A DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND THAT NO PARTY TO THIS AGREEMENT OR ANY ASSIGNEE, SUCCESSOR, OR REPRESENTATIVE OF ANY PARTY SHALL REQUEST A JURY TRIAL IN ANY SUCH PROCEEDING NOR SEEK TO CONSOLIDATE ANY SUCH PROCEEDING WITH ANY OTHER PROCEEDING IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 30.5.

Exhibit 10.8

EXECUTION VERSION

CREDIT AGREEMENT

dated as of October 16, 2023,

among

NCR VOYIX CORPORATION (f/k/a NCR CORPORATION),
as the Company,

The FOREIGN BORROWERS Party Hereto,

The LENDERS Party Hereto

and

BANK OF AMERICA, N.A.,
as the Administrative Agent

BOFA SECURITIES, INC.
JPMORGAN CHASE BANK, N.A.
GOLDMAN SACHS BANK USA
ROYAL BANK OF CANADA
CAPITAL ONE, NATIONAL ASSOCIATION.
CITIBANK, N.A.
FIFTH THIRD BANK, NATIONAL ASSOCIATION
MANUFACTURERS AND TRADERS TRUST COMPANY
MUFG BANK, LTD.
PNC CAPITAL MARKETS LLC
REGIONS CAPITAL MARKETS[1]
TD SECURITIES (USA) LLC
TRUIST SECURITIES, INC.
U.S. BANK NATIONAL ASSOCIATION
and
WELLS FARGO BANK, N.A.,
as Joint Lead Arrangers and Joint Bookrunners

BOFA SECURITIES, INC.
JPMORGAN CHASE BANK, N.A.
GOLDMAN SACHS BANK USA
ROYAL BANK OF CANADA
CAPITAL ONE, NATIONAL ASSOCIATION
CITIBANK, N.A.
FIFTH THIRD BANK, NATIONAL ASSOCIATION
MANUFACTURERS AND TRADERS TRUST COMPANY
MUFG BANK, LTD.
PNC CAPITAL MARKETS LLC
REGIONS BANK
TD SECURITIES (USA) LLC
TRUIST BANK
U.S. BANK NATIONAL ASSOCIATION
and
WELLS FARGO BANK, N.A.,
as Co-Syndication Agents

SANTANDER BANK, N.A.,
as Joint Bookrunner

SANTANDER BANK, N.A.
and
HSBC BANK USA, NATIONAL ASSOCIATION,
as Co-Documentation Agents

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[1] Regions Capital Markets is a division of Regions Bank.

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SCHEDULES:

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ANNEXES:

CREDIT AGREEMENT dated as of October 16, 2023 (this "Agreement") among NCR VOYIX CORPORATION (f/k/a NCR CORPORATION), a Maryland corporation (the "Company"), the FOREIGN BORROWERS (as defined below) from time to time party hereto, the LENDERS (as defined below) from time to time party hereto and the Administrative Agent (as defined below).

PRELIMINARY STATEMENTS

The Lenders have indicated their willingness to lend, and the L/C Issuers have indicated their willingness to issue Letters of Credit, in each case, on the terms and subject to the conditions set forth herein.

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"Acceptable Intercreditor Agreement" means an intercreditor agreement that is reasonably satisfactory to the Company and the Administrative Agent (which may, if applicable, consist of a payment "waterfall").

"Additional Agreement" has the meaning assigned to it in Section 8.10.

"Adjusted Consolidated Net Income" means, for any period, Consolidated Net Income for such period; provided, however, that there shall not be included in such Adjusted Consolidated Net Income for any such period:

(a) any gain (or loss) realized upon the sale or other disposition of any assets of the Company, its consolidated Restricted Subsidiaries or any other Person (including pursuant to any sale-and-leaseback arrangement) which are not sold or otherwise disposed of in the ordinary course of business and any gain (or loss) realized upon the sale or other disposition of any Equity Interest of any Person;

(b) extraordinary gains or losses;

(c) the cumulative effect of a change in accounting principles;

(d) any net after-tax gain (or loss) attributable to the early retirement or conversion of Indebtedness;

(e) amortization of non-cash pension expenses and any after-tax one-time gains or losses associated with lump sum payments (or transfers of financial assets) to defease pension and retirement obligations and after-tax mark-to-market gains and losses on pension plans and settlement/curtailment gains and losses thereon;

(f) any impairment charge or asset write-off or write-down, including impairment charges or asset write-offs or write-downs related to intangible assets, long-lived assets, investments in debt and equity securities or as a result of a change in law or regulation, in each case, pursuant to GAAP;

(g) the effects of adjustments in the Company's consolidated financial statements pursuant to GAAP resulting from the application of purchase accounting in relation to any acquisition that is consummated after the Closing Date, net of taxes; and

(h) any increase to reserves for Environmental Liabilities except to the extent cash payments are made in respect of such Environmental Liabilities from such increase.

"Administrative Agent" means Bank of America (or any of its designated branch offices or affiliates) in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

"Administrative Agent's Office" means, with respect to any currency, the Administrative Agent's address and, as appropriate, account as set forth on Schedule 9.01 with respect to such currency, or such other address or account with respect to such currency as the Administrative Agent may from time to time notify the Company and the Lenders.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, with respect to a specified Person, another Person that directly or indirectly through one or more intermediary Controlling Persons Controls or is Controlled by or is under common Control with the Person specified.

"Agent Parties" has the meaning set forth in Section 9.01(c).

"Aggregate Commitments" means the Commitments of all the Lenders.

"Aggregate Revolving Credit Commitment" means the sum of the Revolving Credit Commitments of all the Revolving Credit Lenders.

"Aggregate Revolving Credit Exposure" means the sum of the Revolving Credit Exposures of all the Revolving Credit Lenders.

"Agreed Currencies" means Dollars and each Alternative Currency.

"Agreement" has the meaning set forth in the preamble hereto.

"Agreement Currency" has the meaning set forth in Section 9.19(b).

"Alternative Currency" means Sterling and Euros, together with each other currency (other than Dollars) that is approved in accordance with Section 1.10; provided that for each Alternative Currency, such requested currency is an Eligible Currency.

"Alternative Currency Daily Rate" means, for any day, with respect to any Credit Extension:

(a) denominated in Sterling, the rate per annum equal to SONIA determined pursuant to the definition thereof;

(b) denominated in any other Alternative Currency (to the extent such Loans denominated in such currency will bear interest at a daily rate), the daily rate per annum as designated with respect to such Alternative Currency at the time such Alternative Currency is approved by the Administrative Agent and the relevant Lenders pursuant to Section 1.10(a) plus the adjustment (if any) determined by the Administrative Agent and the relevant Lenders pursuant to Section 1.10(c);

provided, that, if any Alternative Currency Daily Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement. Any change in an Alternative Currency Daily Rate shall be effective from and including the date of such change without further notice.

"Alternative Currency Daily Rate Loan" means a Loan that bears interest at a rate based on the definition of "Alternative Currency Daily Rate." All Alternative Currency Daily Rate Loans must be denominated in an Alternative Currency.

"Alternative Currency Equivalent" means, at any time, with respect to any amount denominated in Dollars, the equivalent amount thereof in the applicable Alternative Currency as determined by the Administrative Agent or the applicable L/C Issuer, as the case may be, by reference to Bloomberg (or such other publicly available service for displaying exchange rates), to be the exchange rate for the purchase of such Alternative Currency with Dollars at approximately 11:00 a.m. on the date that is two Business Days prior to the date as of which the foreign exchange computation is made; provided, however, that if no such rate is available, the "Alternative Currency Equivalent" shall be determined by the Administrative Agent or the applicable L/C Issuer, as the case may be, using any reasonable method of determination its deems appropriate in its sole discretion (and such determination shall be conclusive absent manifest error).

"Alternative Currency Loan" means an Alternative Currency Daily Rate Loan or an Alternative Currency Term Rate Loan, as applicable.

"Alternative Currency Term Rate" means, for any Interest Period, with respect to any Credit Extension:

(a) denominated in Euros, the rate per annum equal to the Euro Interbank Offered Rate ("EURIBOR"), as published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time) on the day that is two TARGET Days preceding the first day of such Interest Period with a term equivalent to such Interest Period; or

(b) denominated in any other Alternative Currency (to the extent such Loans denominated in such currency will bear interest at a term rate), the term rate per annum as designated with respect to such Alternative Currency at the time such Alternative Currency is approved by the Administrative Agent and the relevant Lenders pursuant to Section 1.10(a) plus the adjustment (if any) determined by the Administrative Agent and the relevant Lenders pursuant to Section 1.10(c);

provided, that, if any Alternative Currency Term Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement.

"Alternative Currency Term Rate Loan" means a Loan that bears interest at a rate based on the definition of "Alternative Currency Term Rate." All Alternative Currency Term Rate Loans must be denominated in an Alternative Currency.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Company or any of its Subsidiaries from time to time concerning or relating to bribery, corruption or money laundering.

"Applicable Authority" means (a) with respect to SOFR, the SOFR Administrator or any Governmental Authority having jurisdiction over the Administrative Agent or the SOFR Administrator with respect to its publication of SOFR, in each case acting in such capacity and (b) with respect to any Alternative Currency, the applicable administrator for the Relevant Rate for such Alternative Currency or any Governmental Authority having jurisdiction over the Administrative Agent or such administrator with respect to its publication of the applicable Relevant Rate, in each case acting in such capacity.

"Applicable Creditor" has the meaning set forth in Section 9.19(b).

"applicable law" or "Requirements of Law" means, with respect to any Person, any statutes, laws, treaties, rules, regulations, orders, decrees, writs, injunctions or determinations of any arbitrator or court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Applicable Percentage" means (a) in respect of the Term Facility, with respect to any Term Lender at any time, the percentage (carried out to the ninth decimal place) of the Term Facility represented by (i) on or prior to the Closing Date, such Term Lender's Term Commitment at such time, subject to adjustment as provided in Section 2.21, and (ii) thereafter, the principal amount of such Term Lender's Term Loans at such time and (b) in respect of the Revolving Credit Facility, with respect to any Revolving Credit Lender at any time, the percentage (carried out to the ninth decimal place) of the Revolving Credit Facility represented by such Revolving Credit Lender's Revolving Credit Commitment at such time, subject to adjustment as provided in Section 2.21. If the commitment of each Revolving Credit Lender to make Revolving Credit Loans and the obligation of the L/C Issuers to make L/C Credit Extensions have been terminated pursuant to Article VII, or if the Revolving Credit Commitments have expired, then the Applicable

Percentage of each Revolving Credit Lender in respect of the Revolving Credit Facility shall be determined based on the Applicable Percentage of such Revolving Credit Lender in respect of the Revolving Credit Facility most recently in effect, giving effect to any subsequent assignments and to any Lender's status as a Defaulting Lender at the time of determination. The initial Applicable Percentage of each Lender in respect of each Facility is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

"Applicable Rate" means, for any date, the following percentages per annum as set forth in the pricing grid below, based upon the Leverage Ratio as of the end of the fiscal quarter of the Company for which consolidated financial statements have theretofore been most recently delivered pursuant to Section 5.01(a) or 5.01(b) of this Agreement; provided that, from the Closing Date until delivery of the consolidated financial statements pursuant to Section 5.01(a) for the fiscal quarter ended December 31, 2023, the Applicable Rate shall be determined by reference to Level IV:

Level	Leverage Ratio	Base Rate Loans	Term SOFR Loans and Alternative Currency Loans	Commitment Fee
I	Less than 2.5 to 1.0	1.25%	2.25%	0.25%
II	Greater than or equal to 2.5 to 1.0, but less than 3.0 to 1.0	1.50%	2.50%	0.30%
III	Greater than or equal to 3.0 to 1.0, but less than 3.5 to 1.0	1.75%	2.75%	0.375%
IV	Greater than or equal to 3.5 to 1.0, but less than 4.25 to 1.0	2.00%	3.00%	0.45%
V	Greater than or equal to 4.25 to 1.0	2.25%	3.25%	0.50%

For the purposes of the foregoing, each change in the Applicable Rate resulting from a change in the Leverage Ratio shall be effective during the period commencing on and including the third Business Day following the date of delivery to the Administrative Agent pursuant to Sections 5.01(a) or 5.01(b) of the consolidated financial statements indicating such change and ending on the date immediately preceding the effective date of the next such change. Notwithstanding the foregoing, the Applicable Rate shall be based on the rates per annum set forth in Level V if the Company fails to deliver the consolidated financial statements required to be delivered pursuant to Sections 5.01(a) or 5.01(b) or any Compliance Certificate required to be delivered pursuant hereto, in each case within the time periods specified herein for such delivery, during the period commencing on and including the day of the occurrence of a Default resulting from such failure and until the delivery thereof. Notwithstanding anything to the contrary in this definition, the determination of the Applicable Rate will be subject to the provisions of Section 2.11.

"Applicable Time" means, with respect to any Borrowings and payments in any Alternative Currency, the local time in the place of settlement for such Alternative Currency as may be determined by the Administrative Agent or the applicable L/C Issuer, as the case may be, to be necessary for timely settlement on the relevant date in accordance with normal banking procedures in the place of payment.

"Applicant Borrower" has the meaning set forth in Section 2.23(a).

"Applicant Borrower Amendments" has the meaning set forth in Section 2.23(a).

"Appropriate Lender" means, at any time, (a) with respect to either the Term Facility or the Revolving Credit Facility, a Lender that has a Commitment with respect to such facility or holds a Term Loan or a Revolving Credit Loan, respectively, at such time and (b) with respect to the Letter of Credit Sublimit, (i) the L/C Issuers and (ii) if any Letters of Credit have been issued pursuant to Section 2.03(a), the Revolving Credit Lenders.

"Approved Commercial Bank" means a commercial bank with a consolidated combined capital and surplus of at least $5,000,000,000.

"Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in commercial loans and similar extensions of credit in the ordinary course and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Arrangers" means, collectively, BofA Securities, Inc., JPMorgan Chase Bank, N.A., Goldman Sachs Bank USA, Royal Bank of Canada, Capital One, National Association, Citibank, N.A., Fifth Third Bank, National Association, Manufacturers and Traders Trust Company, MUFG Bank, Ltd., PNC Capital Markets LLC, Regions Capital Markets, TD Securities (USA) LLC, Truist Securities, Inc., U.S. Bank National Association, Wells Fargo Bank, N.A., Santander Bank, N.A. and HSBC Bank USA, National Association.

"Article 55 BRRD" means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee, with the consent of any Person whose consent is required by Section 9.04, and accepted by the Administrative Agent, in substantially the form of Exhibit A or any other form approved by the Administrative Agent.

"Auto-Extension Letter of Credit" has the meaning set forth in Section 2.03(b).

"Auto-Reinstatement Letter of Credit" has the meaning set forth in Section 2.03(b).

"Availability Period" means, in respect of the Revolving Credit Facility, the period from and including the Closing Date to the earliest of (a) the Maturity Date for the Revolving Credit Facility, (b) the date of termination of the Revolving Credit Commitments pursuant to Section 2.05 and (c) the date of termination of the commitment of each Revolving Credit Lender to make Revolving Credit Loans and of the obligation of the L/C Issuers to make L/C Credit Extensions pursuant to Article VII.

"Available Amount" means, as of any day, the excess, if any, of:

(a) the sum of (i) $50,000,000, plus (ii) 50% of cumulative Adjusted Consolidated Net Income from January 1, 2024; over

(b) the amount of all Investments made in reliance on Section 6.04(u) and Restricted Payments made in reliance on Section 6.09(a)(vi) and all payments made in reliance on Section 6.09(b)(vi) of this Agreement.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means:

(a) with respect to any EEA Member Country implementing Article 55 BRRD, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule; and

(b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bank of America" means Bank of America, N.A. and its successors.

"Bankruptcy Code" means Title 11 of the United States Code entitled "Bankruptcy".

"Bankruptcy Event" means, with respect to any Person, that such Person has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, examiner, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in, any such proceeding or appointment; provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority, so long as such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States of America or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any agreements made by such Person.

"Base Rate" means, for any day, a fluctuating rate of interest per annum equal to the highest of (a) the Federal Funds Rate plus 1/2 of 1%, (b) the rate of interest in effect for such day as publicly announced from time to time by Bank of America as its "prime rate," (c) the Secured Overnight Financing Rate published on such day by the SOFR Administrator on the Federal Reserve Bank of New York's website (or any successor source) plus the SOFR Adjustment plus 1.00% and (d) 1.00%. The "prime rate" is a rate set by Bank of America based upon various factors including Bank of America's costs and desired return, general economic conditions and

other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such prime rate announced by Bank of America shall take effect at the opening of business on the day specified in the public announcement of such change. If the Base Rate is being used as an alternate rate of interest pursuant to Section 2.09 hereof, then the Base Rate shall be the greater of clauses (a), (b) and (d) above and shall be determined without reference to clause (c) above.

"Base Rate Loan" means a Loan that bears interest based on the Base Rate. All Base Rate Loans shall be denominated in Dollars.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"BHC Act Affiliate" means, with respect to any Person, an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. § 1841(k)) of such Person.

"Blocking Regulation" means Regulation (EU) No 2271/96 of the European Parliament and of the Council of 22 November 1996 protecting against the effects of the extraterritorial application of legislation adopted by a third country, and actions based on or resulting therefrom.

"Board of Governors" means the Board of Governors of the Federal Reserve System of the United States of America.

"Bona Fide Debt Fund" means any debt fund, investment vehicle, regulated bank entity or unregulated lending entity that is primarily engaged in making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit or securities in the ordinary course of business for financial investment purposes (other than primarily in distressed situations) and which is managed, sponsored or advised by any Person controlling, controlled by or under common control with (a) any competitor of the Company and/or any of its Restricted Subsidiaries or (b) any Affiliate of such competitor, but, in each case, with respect to which no personnel involved with any investment in such Person or the management, control or operation of such Person (i) directly or indirectly makes, has the right to make or participates with others in making any investment decisions, or otherwise causing the direction of the investment policies, with respect to such debt fund, investment vehicle, regulated bank entity or unregulated lending entity or (ii) has access to any information (other than information that is publicly available) relating to the Company or its Restricted Subsidiaries or any entity that forms a part of any of their respective businesses; it being understood and agreed that the term "Bona Fide Debt Fund" shall not include any Person that is separately identified to the Arrangers or the Administrative Agent in accordance with clause (a) or (b) of the definition of "Disqualified Lender".

"Borrower" means each of the Company and each Foreign Borrower.

"Borrower Agent" has the meaning set forth in Section 1.12.

"Borrower Materials" means the materials and/or information provided by or on behalf of the Borrowers to the Administrative Agent, the Lenders and/or the L/C Issuers (as applicable).

"Borrowing" means Loans of the same Class and Type made, converted or continued on the same date and, in the case of Term SOFR Loans or Alternative Currency Term Rate Loans, having the same Interest Period made by each of the Lenders pursuant to Section 2.01.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized or required to be closed under the applicable laws of, or are in fact closed in, the state where the Administrative Agent's Office is located; provided that:

(a) if such day relates to any interest rate settings as to an Alternative Currency Loan denominated in Euro, any fundings, disbursements, settlements and payments in Euro in respect of any such Alternative Currency Loan, or any other dealings in Euro to be carried out pursuant to this Agreement in respect of any such Alternative Currency Loan, means a Business Day that is also a TARGET Day;

(b) if such day relates to any interest rate settings as to an Alternative Currency Loan denominated in Sterling, means a day other than a day banks are authorized or required to be closed for general business in London because such day is a Saturday, Sunday or a legal holiday under the laws of the United Kingdom;

(c) if such day relates to any interest rate settings as to an Alternative Currency Loan denominated in a currency other than Euro or Sterling, means any such day on which dealings in deposits in the relevant currency are conducted by and between banks in the applicable offshore interbank market for such currency; and

(d) if such day relates to any fundings, disbursements, settlements and payments in a currency other than Euro in respect of an Alternative Currency Loan, or any other dealings in any currency other than Euro to be carried out pursuant to this Agreement in respect of any such Alternative Currency Loan (other than any interest rate settings), means any such day on which banks are open for foreign exchange business in the principal financial center of the country of such currency.

"Capital Expenditures" means, for any period, (a) the additions to property, plant and equipment and other capital expenditures of the Company and its consolidated Restricted Subsidiaries that are (or should be) set forth in a consolidated statement of cash flows of the Company and its consolidated Restricted Subsidiaries for such period prepared in accordance with GAAP, excluding (i) any such expenditures made to restore, replace or rebuild assets to the condition of such assets immediately prior to any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation or similar proceeding of, such assets to the extent such expenditures are made with insurance proceeds, condemnation awards or damage recovery proceeds relating to any such casualty, damage, taking, condemnation or similar

proceeding, (ii) any such expenditures constituting Permitted Acquisitions or any other acquisition of all the Equity Interests in, or all or substantially all the assets of (or the assets constituting a business unit, division, product line or line of business of), any Person and (iii) any such expenditures in the form of a substantially contemporaneous exchange of similar property, plant, equipment or other capital assets, except to the extent of cash or other consideration (other than the assets so exchanged), if any, paid or payable by the Company or its consolidated Restricted Subsidiaries and (b) such portion of principal payments on Capital Lease Obligations made by the Company or any of its Restricted Subsidiaries during such period as is attributable to additions to property, plant and equipment that have not otherwise been reflected on the consolidated statement of cash flows as additions to property, plant and equipment for such period.

"Capital Lease Obligations" of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person; subject to Section 1.04, the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP. For purposes of Section 6.02, a Capital Lease Obligation shall be deemed to be secured by a Lien on the property being leased and such property shall be deemed to be owned by the lessee.

"Cash Collateralize" means to deposit in a Controlled Account or pledge and deposit with or deliver to the Administrative Agent, for the benefit of one or more of the L/C Issuers or the Lenders, as collateral for L/C Obligations or obligations of the Lenders to fund participations in respect of L/C Obligations, cash or deposit account balances or, if the Administrative Agent and the applicable L/C Issuer shall agree in their sole discretion, other credit support, in each case pursuant to documentation in form and substance satisfactory to the Administrative Agent and such L/C Issuer. "Cash Collateral" shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

"Cash Consideration" has the meaning set forth in Section 6.06.

"CFC" means (a) each Person that is a "controlled foreign corporation" for purposes of the Code, (b) each subsidiary of any such controlled foreign corporation, (c) any Foreign Subsidiary which is an entity disregarded as separate from its owner under Treasury Regulation 301.7701-3 and (d) any CFC Holdco.

"CFC Holdco" means a Subsidiary that has no material assets other than Equity Interests in one or more CFCs (including for this purpose, any debt or other instrument treated as equity for U.S. Federal income tax purposes), any Indebtedness owed to it (or so treated for U.S. Federal income tax purposes) by any CFC and rights to Intellectual Property relating solely to and utilized solely by such CFCs (but in respect of which no significant royalty, license or similar fees are paid by such CFCs) and assets incidental thereto.

"Change in Control" means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Exchange Act and the rules of the SEC thereunder as in effect on the Closing Date), other than an employee benefit plan or related trust of the Company or of the Company and any Subsidiaries, of Equity Interests in the

Company representing more than 35% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests in the Company, (b) during any 12-month period, a majority of the seats (excluding vacant seats) on the board of directors of the Company cease to be occupied by Persons who were (i) directors of the Company on the first date of such period, (ii) nominated or approved by the board of directors of the Company, (iii) nominated or approved by the board of directors of the Company as director candidates prior to their election to the board of directors of the Company or (iv) appointed by directors who were directors of the Company on the first date of such period or were nominated or approved as provided in clause (ii) or clause (iii) above or (c) the occurrence of any "change in control" (or similar event, however denominated) with respect to the Company under and as defined in any indenture or other agreement or instrument evidencing, governing the rights of the holders of or otherwise relating to any Material Indebtedness of the Company or under and as defined in the Existing Preferred Documentation.

"Change in Law" means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted, implemented or issued.

"Charges" has the meaning set forth in Section 9.12.

"Class" when used in reference to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Credit Loans, Term Loans, Incremental Revolving Loans, Incremental Term Loans or Refinancing Term Loans, (b) any Commitment, refers to whether such Commitment is a Revolving Credit Commitment, Term Commitment, a Commitment in respect of any Incremental Term Loans or a Commitment in respect of any Refinancing Term Loans and (c) any Lender, refers to whether such Lender has a Loan or Commitment with respect to a particular Class. Incremental Revolving Loans, Incremental Term Loans and Refinancing Term Loans that have different terms and conditions (together with the Commitments in respect thereof) shall be construed to be in different Classes.

"Closing Date" means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02).

"CME" means CME Group Benchmark Administration Limited.

"Code" means the Internal Revenue Code of 1986.

"Collateral" means any and all assets, whether real or personal, tangible or intangible, on which Liens are purported to be granted pursuant to the Security Documents as security for the Obligations; provided that the Collateral shall in no event include, and no Lien securing the Obligations shall attach to, any Excluded Assets.

"Collateral Account" has the meaning set forth in Section 2.03(o).

"Collateral Agreement" means the Guarantee and Collateral Agreement among the Company, the other Loan Parties and the Administrative Agent, to be dated the Closing Date.

"Collateral and Guarantee Requirement" means, at any time, the requirement that:

(a) the Administrative Agent shall have received from each Borrower and each Designated Subsidiary either (i) a counterpart of the Collateral Agreement duly executed and delivered on behalf of such Person or (ii) in the case of any Person that becomes a Designated Subsidiary after the Closing Date (including by ceasing to be an Excluded Subsidiary), a supplement to the Collateral Agreement and joinder to any Acceptable Intercreditor Agreement in force at such time, in substantially the form specified therein, duly executed and delivered on behalf of such Person, together with documents and opinions of the type referred to in paragraphs (d) and (e) of Section 4.02 with respect to such Designated Subsidiary, in each case, if reasonably requested by the Administrative Agent;

(b) all Equity Interests in any Subsidiary owned by or on behalf of any Guarantor Loan Party shall have been pledged pursuant to the Collateral Agreement (provided that, in each case, the Guarantor Loan Parties shall not be required to pledge 65 % or more of the outstanding voting Equity Interests in any CFC), and the Administrative Agent shall, to the extent required by the Collateral Agreement, have received certificates or other instruments representing all such Equity Interests, together with undated stock powers or other instruments of transfer with respect thereto endorsed in blank (provided that, in the event delivery of such Equity Interests is impracticable (whether due to a pandemic, force majeure or other event or circumstance outside of the Company's control), as determined by the Company in its reasonable discretion, such delivery shall not be required until promptly following the termination or expiry of such pandemic, force majeure or such other event or circumstance, but the Company shall certify that it has not delivered (and will not in the future deliver for so long as prohibited under the Loan Documents) such Equity Interests to any other Person for purposes of granting "control" under Section 8-106 of the Uniform Commercial Code);

(c) (i) all Indebtedness of the Company and each Restricted Subsidiary and (ii) all Indebtedness (other than Permitted Investments in non-certificated or book entry form) of any other Person in a principal amount of $10,000,000 or more that, in each case, is owing to any Guarantor Loan Party shall be evidenced by a promissory note (in each case, which may take the form of an intercompany note) and shall have been pledged pursuant to the Collateral Agreement, and the Administrative Agent shall have received all such promissory notes, together with undated instruments of transfer with respect thereto endorsed in blank;

(d) all documents and instruments, including Uniform Commercial Code financing statements, required by Requirements of Law or reasonably requested by the Administrative Agent to be filed, registered or recorded to create the Liens intended to be created by the Security Documents and perfect such Liens to the extent required by, and with the priority required by, the Security Documents and the other provisions of the term "Collateral and Guarantee Requirement", shall have been filed, registered or recorded or delivered to the Administrative Agent for filing, registration or recording (or the Administrative Agent shall have been authorized to make such filing, registration or recording); and

(e) each Loan Party shall have obtained all consents and approvals required to be obtained by it at such time in connection with the execution and delivery of all Security Documents to which it is a party, the performance of its obligations thereunder and the granting by it of the Liens thereunder.

Notwithstanding the foregoing provisions of this definition or anything in this Agreement or any other Loan Document to the contrary, (a) the foregoing provisions of this definition shall not require the creation or perfection of pledges of or security interests in, or the obtaining of legal opinions or other deliverables with respect to, particular assets of the Guarantor Loan Parties, or the provision of Guarantees by any Restricted Subsidiary, if, and for so long as the Administrative Agent and the Company reasonably agree that the cost of creating or perfecting such pledges or security interests in such assets, or obtaining such legal opinions or other deliverables in respect of such assets, or providing such Guarantees (taking into account any adverse tax consequences to the Company and the Restricted Subsidiaries, including any potential Section 956 Impact), shall be excessive in view of the benefits to be obtained by the Lenders therefrom, (b) Liens required to be granted from time to time pursuant to the term "Collateral and Guarantee Requirement" shall be subject to exceptions and limitations set forth in the Security Documents and, to the extent appropriate in the applicable jurisdiction, as reasonably agreed between the Administrative Agent and the Company, (c) in no event shall the Collateral include any Excluded Assets, (d) perfection by control will not be required with respect to assets requiring perfection through control agreements or other control arrangements, including deposit accounts, securities accounts and commodities accounts (other than control or possession of pledged Equity Interests (to the extent certificated) and/or promissory notes and other instruments evidencing all such debt securities, in each case, that constitute Collateral) and no blocked account agreement, account control agreement or similar agreement will be required, (e) no Loan Party shall be required to seek any landlord lien waiver, bailee letter, estoppel, warehouseman waiver or other collateral access or similar letter or agreement, and (f) no Loan party will be required to, and the Administrative Agent will not be authorized to take any action, in any non-U.S. jurisdiction or required by the laws of any non-U.S. jurisdiction to create or grant any security interests in assets located or titled outside of the U.S. or to perfect or make enforceable any security interests in any such assets (it being understood that there shall be no Security Documents governed under the laws of any non-U.S. jurisdiction and no non-U.S. intellectual property filings, searches or schedules) or conduct any foreign lien search.. The Administrative Agent may grant extensions of time (including after the expiration of any relevant period, which apply retroactively) for the creation and perfection of security interests in, or the obtaining of, any applicable legal opinions or other deliverables with respect to particular assets or the provision of any Guarantee by any Restricted Subsidiary (including, without limitation, extensions beyond the Closing Date, as

required pursuant to Section 5.14 or in connection with assets acquired, or Restricted Subsidiaries formed or acquired, after the Closing Date) where it determines that such action cannot be accomplished, or undue effort or expense would be required to accomplish such action, by the time or times at which it would otherwise be required to be accomplished by this Agreement or the Security Documents, and each Lender hereby consents to any such extension of time.

"Commitment" means a Revolving Credit Commitment or a Term Commitment, as the context may require.

"Communication" means this Agreement, any Loan Document and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to any Loan Document.

"Company" has the meaning set forth in the preamble hereto.

"Compliance Certificate" means a Compliance Certificate substantially in the form of Exhibit E or any other form approved by the Administrative Agent.

"Conforming Changes" means, with respect to the use, administration of or any conventions associated with SOFR, SONIA or any proposed Successor Rate for an Agreed Currency, as applicable, any conforming changes to the definitions of "Base Rate", "SOFR", "SONIA" and "Interest Period", timing and frequency of determining rates and making payments of interest and other technical, administrative or operational matters (including, for the avoidance of doubt, the definitions of "Business Day" and "U.S. Government Securities Business Day", timing of Loan Notices or prepayment, conversion or continuation notices and length of lookback periods) as may be appropriate, in the discretion of the Administrative Agent to reflect the adoption and implementation of such applicable rate(s) and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice for such Agreed Currency (or, if the Administrative Agent determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such rate for such Agreed Currency exists, in such other manner of administration as the Administrative Agent determines is reasonably necessary in connection with the administration of this Agreement and any other Loan Document).

"Consenting Lender" has the meaning set forth in Section 2.24(a).

"Consolidated EBITDA" means, for any period, Consolidated Net Income for such period, plus,

(a) without duplication and to the extent deducted in determining such Consolidated Net Income, the sum of

(i) consolidated interest expense for such period (including imputed interest expense in respect of Capital Lease Obligations);

(ii) provision for taxes based on income, profits or losses, including foreign withholding taxes during such period;

(iii) all amounts attributable to depreciation and amortization for such period;

(iv) any extraordinary losses for such period, determined on a consolidated basis in accordance with GAAP;

(v) any Non-Cash Charges for such period;

(vi) any losses attributable to early extinguishment of Indebtedness or obligations under any Hedging Agreement other than those relating to foreign currencies;

(vii) the amount of any pro forma "run rate" expected cost savings, operating expense reductions, operational improvements, integration benefits and synergies (calculated on a pro forma basis as though such items had been realized on the first day of such period, but net of actual amounts realized during such period) related to the Separation Transactions that are reasonably identifiable and factually supportable (in the good faith determination of the Company) and are reasonably expected by the Company to be realized or result from actions that have been taken or with respect to which substantial steps have been taken or are expected to be taken within the applicable Post-Acquisition Period;

(viii) Pro Forma Adjustments in connection with Material Acquisitions;

(ix) nonrecurring integration expenses in connection with acquisitions (including severance costs, retention payments, change of control bonuses, relocation expenses and similar integration expenses);

(x) one-time out-of-pocket transactional costs and expenses relating to the Separation, Permitted Acquisitions, Investments outside the ordinary course of business and Dispositions (regardless of whether consummated), including legal fees, advisory fees, and upfront financing fees;

(xi) amortization of non-cash pension expenses and any after-tax one-time losses associated with lump sum payments (or transfers of financial assets) to defease pension and retirement obligations and after-tax mark-to-market losses on pension plans and settlement/curtailment losses thereon;

(xii) out-of-pocket costs and expenses relating to restructurings (including a reduction in force), consolidation, separation or closure of facilities and cost saving initiatives, in each case, undertaken out of the ordinary course of business, and (without duplication) any non-cash charges or reserves taken in connection therewith;

(xiii) out-of-pocket costs and expenses arising from litigation in an amount not to exceed $15,000,000 for any Test Period; and

(xiv) unrealized losses during such period attributable to the application of "mark-to-market" accounting in respect of any Hedging Agreement;

provided that any cash payment made with respect to any Non-Cash Charges added back in computing Consolidated EBITDA for any prior period pursuant to clause (a)(v) above (or that would have been added back had this Agreement been in effect during and after such prior period) shall be subtracted in computing Consolidated EBITDA for the period in which such cash payment is made; provided, further, that the aggregate amount of all amounts under clause (vii), (viii) and (xii) that increase Consolidated EBITDA in any Test Period (including, for avoidance of doubt, in connection with any calculation made hereunder on a Pro Forma Basis), shall not exceed, and shall be limited to, 20 % of Consolidated EBITDA in respect of such Test Period (calculated after giving effect to such adjustments and with no carryover of unused amounts into any subsequent period); and minus

(b) without duplication and to the extent included in determining such Consolidated Net Income,

(i) any extraordinary gains for such period, determined on a consolidated basis in accordance with GAAP;

(ii) any non-cash gains for such period, including any gains attributable to the early extinguishment of Indebtedness;

(iii) any net income tax benefit for such period determined on a consolidated basis in accordance with GAAP;

(iv) any gains attributable to the early extinguishment of obligations under any Hedging Agreement other than those relating to foreign currencies;

(v) after-tax one-time gains associated with lump sum payments (or transfers of financial assets) to defease pension and retirement obligations and after-tax mark-to-market gains on pension plans and settlement/curtailment gains thereon; and

(vi) unrealized gains during such period attributable to the application of “mark-to-market” accounting in respect of any Hedging Agreement;

provided, further, that Consolidated EBITDA for any period shall be calculated so as to exclude (without duplication of any adjustment referred to above) the effect of:

(A) the cumulative effect of any changes in GAAP or accounting principles applied by management; and

(B) purchase accounting adjustments.

Notwithstanding the foregoing (but without duplication of any other adjustment referred to above), Consolidated EBITDA will be calculated (i) so as to exclude mark-to-market gains and losses on Plans and Foreign Pension Plans and settlement/curtailment gains and losses relating to such plans, and (ii) to give effect to Mark-to-Market Pension Accounting.

"Consolidated Net Income" means, for any period, the net income or loss of the Company and its consolidated Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP; provided that there shall be excluded (a) the income of any Person (other than the Company) that is not a consolidated Restricted Subsidiary except to the extent of the amount of cash dividends or similar cash distributions actually paid by such Person to the Company or, subject to clauses (b) and (c) below, any other consolidated Restricted Subsidiary during such period, (b) the income of, and any amounts referred to in clause (a) above paid to, any consolidated Restricted Subsidiary (other than the Company or any Subsidiary Loan Party) to the extent that, on the date of determination, the declaration or payment of cash dividends or similar cash distributions by such Restricted Subsidiary (i) is not permitted (A) without any prior approval of any Governmental Authority which, to the actual knowledge of the Company, would be required and that has not been obtained or (B) under any law applicable to the Company or any such Restricted Subsidiary (in the case of any foreign law, of which the Company has actual knowledge) or (ii) is not permitted by the operation of the terms of the organizational documents of such Restricted Subsidiary or any agreement or other instrument binding upon the Company or any Restricted Subsidiary, unless such restrictions with respect to the payment of cash dividends and other similar cash distributions has been legally and effectively waived and (c) the income or loss of, and any amounts referred to in clause (a) above paid to, any consolidated Restricted Subsidiary that is not wholly owned by the Company to the extent such income or loss or such amounts are attributable to the noncontrolling interest in such consolidated Restricted Subsidiary.

"Consolidated Total Assets" means, as of the last day of any fiscal quarter of the Company, total assets as reflected on the consolidated balance sheet of the Company and the Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP.

"Consolidated Total Debt" means, as of any date, without duplication, (a) the aggregate principal amount of Indebtedness of the Company and the Restricted Subsidiaries (other than Indebtedness described in clause (f) of "Indebtedness"; provided that there shall be included in Consolidated Total Debt any Indebtedness in respect of drawings under letters of credit or letters of guaranty to the extent such drawings are not reimbursed within two Business Days after the date of any such drawing) outstanding as of such date, to the extent such Indebtedness would be reflected on a balance sheet prepared as of such date on a consolidated basis in accordance with GAAP (other than the footnotes thereto), plus (b) without duplication of amounts referred to in clause (a), the amount of Third Party Interests in respect of Permitted Receivables Facilities, in each case, without giving effect to any election to value any Indebtedness at "fair value", as described in Section 1.04(a), or any other accounting principle that results in the amount of any such Indebtedness (other than zero coupon Indebtedness) to be below the stated principal amount of such Indebtedness, minus (c) the excess, if any, of the amount of Unrestricted Cash owned by the Company and its consolidated Restricted Subsidiaries as of such date over $75,000,000; provided that, solely for the purposes of determining compliance by the Company with the Leverage Ratio set forth in Section 6.13 as of the last day of any Test Period, Consolidated Total Debt shall exclude any outstanding Notes issued in connection with a Permitted Material Acquisition if (i) such Permitted Material Acquisition has not been consummated on or before the last day of such Test Period and (ii) such Notes are secured on the last day of such Test Period by a Lien on the Permitted Escrow Funds with respect to such Notes (and any earnings thereon) having a value at least equal to the principal amount of such Notes, in accordance with the Permitted Escrow Transactions with respect to such Notes. Notwithstanding anything to the contrary herein,

Consolidated Total Debt will exclude any Indebtedness ("Refinanced Debt") outstanding on any determination date which is to be refinanced, repurchased or purchased, redeemed or otherwise repaid pursuant to a transaction not prohibited under this Agreement (and any amounts to be used to effect such refinancing, repurchase, purchase, redemption or repayment shall not be included as Unrestricted Cash for purposes of this Agreement); provided that a notice of redemption of, or an offer to purchase, such Refinanced Debt has been given or made (and, in the case of an offer to purchase, not withdrawn) on or prior to such date (any such Refinanced Debt, "Defeased Debt").

"Consolidated Total Secured Debt" means, as of any date, the aggregate principal amount of Consolidated Total Debt of the Company and the Restricted Subsidiaries outstanding as of such date that is secured by Liens on any property or assets of the Company or the Restricted Subsidiaries (which shall be determined after giving effect to clause (c) of the definition of "Consolidated Total Debt").

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Controlled Account" means each deposit account and securities account that is subject to an account control agreement in form and substance satisfactory to the Administrative Agent and the applicable L/C Issuers.

"Covered Entity" means (a) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (b) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (c) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Covered Party" has the meaning set forth in Section 9.21(b).

"Credit Extension" means each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

"Credit Party" means the Administrative Agent, each L/C Issuer and each Lender.

"CRR" means the Council Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 48/2012.

"Daily Simple SOFR" means, with respect to any applicable determination date, the SOFR published on such date on the Federal Reserve Bank of New York's website (or any successor source).

"Debtor Relief Laws" means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Declining Lender" has the meaning set forth in Section 2.24(a).

"Default" means any event or condition that constitutes, or upon notice, lapse of time or both would constitute, an Event of Default.

"Default Rate" means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Rate, if any, applicable to Base Rate Loans plus (iii) 2% per annum; provided, however, that with respect to a Term SOFR Loan or an Alternative Currency Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan plus 2% per annum, and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Rate for Revolving Credit Loans plus 2% per annum.

"Defaulting Lender" means, subject to Section 2.21, any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, (i) to fund any portion of its Loans, (ii) to fund any portion of its participations in Letters of Credit or (iii) to pay to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified in such writing, including, if applicable, by reference to a specific Default) has not been satisfied, (b) has notified the Company or any Credit Party in writing, or has made a public statement, to the effect that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good-faith determination that a condition precedent (specifically identified in such writing or public statement, including, if applicable, by reference to a specific Default) to funding a Loan cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by the Administrative Agent or the Company made in good faith to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans and participations in then outstanding Letters of Credit; provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon the Administrative Agent's or the Company's, as applicable, receipt of such certification in form and substance satisfactory to the Administrative Agent or the Company, as the case may be, (d) has (i) become the subject of a Bankruptcy Event, or (ii) had appointed for it a receiver, examiner, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority, so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender, or (e) has, or has a direct or indirect parent company that has, become the subject of a Bail-In Action. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (e) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Company, each L/C Issuer and each Lender.

"Defeased Debt" has the meaning given to such term in the definition of "Consolidated Total Debt".

"Designated Non-Cash Consideration" means the fair market value of non-cash consideration received by the Company or a Restricted Subsidiary in connection with a disposition pursuant to Section 6.06 that is designated as Designated Non-Cash Consideration pursuant to a certificate of a Financial Officer of the Company, setting forth the basis of such valuation (the outstanding amount of which will be reduced by the fair market value of the portion of the non-cash consideration converted to cash or Permitted Investments within 180 days following the consummation of such disposition).

"Designated Subsidiary" means each Material Subsidiary that is not an Excluded Subsidiary.

"Disclosed Matters" means the actions, suits, proceedings and the environmental, Intellectual Property and other matters disclosed in Schedule 3.06.

"Disposition" has the meaning set forth in Section 6.06.

"Disqualified Equity Interest" means, with respect to any Person, any Equity Interest in such Person that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable, either mandatorily or at the option of the holder thereof), or upon the happening of any event or condition:

(a) matures or is mandatorily redeemable (other than solely for Equity Interests in such Person that do not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interests), whether pursuant to a sinking fund obligation or otherwise;

(b) is convertible or exchangeable, either mandatorily or at the option of the holder thereof, for Indebtedness or Equity Interests (other than solely for Equity Interests in such Person that do not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interests); or

(c) is redeemable (other than solely for Equity Interests in such Person that do not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interests) or is required to be repurchased by the Company or any Restricted Subsidiary, in whole or in part, at the option of the holder thereof;

in each case, on or prior to the date 180 days after the Latest Maturity Date (determined as of the date of issuance thereof or, in the case of any such Equity Interests outstanding on the Closing Date, the Closing Date); provided, however, that (i) an Equity Interest in any Person that would not constitute a Disqualified Equity Interest but for terms thereof giving holders thereof the right to require such Person to redeem or purchase such Equity Interest upon the occurrence of an "asset sale" or a "change of control" (or similar event, however denominated) shall not constitute a

Disqualified Equity Interest if any such requirement becomes operative only after the Termination Date, (ii) an Equity Interest in any Person that is issued to any employee or to any plan for the benefit of employees or by any such plan to such employees shall not constitute a Disqualified Equity Interest solely because it may be required to be repurchased by such Person or any of its subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, incapacity, death or disability and (iii) the Existing Preferred shall not constitute Disqualified Equity Interests.

"Disqualified Lenders" means (a) such Persons that have been specified in writing by the Company to the Administrative Agent following the Closing Date from time to time; provided that such Persons are identified prior to the occurrence and continuance of an Event of Default described in clauses (a), (b), (i) and/or (j) of Article VII, (b) such Persons that are engaged (whether directly or indirectly) in a substantially similar line of business as the Company and its Subsidiaries that have been specified in writing by the Company to the Administrative Agent following the Closing Date from time to time, and (c) in the case of any Person identified pursuant to clause (a) or (b) above, any of its Affiliates (other than, in the case of any Person identified pursuant to clause (b) above, Affiliates that are Bona Fide Debt Funds) that is (x) identified in writing from time to time by the Company to the Administrative Agent following the Closing Date or (y) clearly identifiable on the basis of such Affiliate's name; provided that no such updates to the list of Disqualified Lenders shall be deemed to retroactively disqualify any parties that have previously acquired an assignment or participation interest in respect of the Loans from continuing to hold or vote such previously acquired assignments and participations on the terms set forth herein for Lenders that are not Disqualified Lenders (it being understood and agreed that such prohibitions with respect to Disqualified Lenders shall apply to any potential future assignments or participations to any such parties). The list of Disqualified Lenders shall be maintained with the Administrative Agent and shall be posted to the Platform, and in connection with an assignment or participation of any Loan pursuant to Section 9.04, may be made available to prospective assignees and participants upon request; provided that the Administrative Agent shall have no obligation or liability with respect to monitoring or enforcing prohibitions on assignments or participations to Disqualified Lenders (or disclosure of confidential information to Disqualified Lenders) and the list of Disqualified Lenders.

"Dollar Equivalent" means, on any date, (a) with respect to any amount in Dollars, such amount, and (b) with respect to any amount in any Alternative Currency, the equivalent in Dollars of such amount, determined by the Administrative Agent using the Alternative Currency Equivalent with respect to such Alternative Currency, as the case may be, in effect for such amount on such date. The Dollar Equivalent at any time of the amount of any Letter of Credit, L/C Disbursement or Loan denominated in any Alternative Currency shall be the amount most recently determined as provided in Section 1.09.

"Dollars" or "$" refers to lawful money of the United States of America.

"Domestic Subsidiary" means any Subsidiary incorporated or organized under the laws of the United States of America, any State thereof or the District of Columbia.

"Dutch Borrower" means any Borrower (i) that is organized or formed under the laws of the Netherlands or (ii) from which payments under this Agreement or any other Loan Document are subject to withholding Taxes imposed by the laws of the Netherlands.

"Dutch Non-Public Lender" means: (a) until the publication of an interpretation of "public" as referred to in the CRR by the competent authority/ies: an entity which (i) assumes existing rights and/or obligations vis-à -vis a Dutch Borrower, the value of which is at least EUR 100,000 (or its equivalent in another currency), (ii) provides repayable funds for an initial amount of at least EUR 100,000 (or its equivalent in another currency) or (iii) otherwise qualifies as not forming part of the public; and (b) as soon as the interpretation of the term "public" as referred to in the CRR has been published by the relevant authority/ies: an entity which is not considered to form part of the public on the basis of such interpretation.

"Economic IP Transfer" means a transfer of economic interests in Intellectual Property between or among the Company and any of its Subsidiaries that is not accompanied by a transfer of legal ownership of such Intellectual Property.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clause (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any member state of the European Union, Iceland, Liechtenstein and Norway.

"EEA Resolution Authority" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clause (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"Electronic Copy" has the meaning set forth in Section 9.06(a).

"Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

"Eligible Assignee" means (a) a Lender, (b) an Affiliate of a Lender, (c) an Approved Fund, (d) any bank and (e) any other financial institution or investment fund engaged as a primary activity in the ordinary course of its business in making or investing in commercial loans or debt securities; provided that in no event shall any natural person (or any holding company, investment vehicle or trust for, or owned or operated for the primary benefit of, a natural person), any Defaulting Lender or any Disqualified Lender be an Eligible Assignee.

"Eligible Currency" means any lawful currency other than Dollars that is readily available, freely transferable and convertible into Dollars in the international interbank market available to the Lenders or the L/C Issuers, as applicable, in such market and as to which a Dollar Equivalent may be readily calculated. If, after the designation by the Lenders or the L/C Issuers, as applicable, of any currency as an Alternative Currency (or if, with respect to any currency that constitutes an Alternative Currency on the Closing Date, after the Closing Date), any change in currency controls or exchange regulations or any change in the national or international financial, political or economic conditions are imposed in the country in which such currency is issued, result in, in the reasonable opinion of the Administrative Agent (in the case of any Loans to be denominated in an Alternative Currency) or the L/C Issuers (in the case of any Letter of Credit to be denominated in an Alternative Currency), (a) such currency no longer being readily available, freely transferable and convertible into Dollars, (b) a Dollar Equivalent is no longer readily calculable with respect to such currency, (c) providing such currency is impracticable for the Lenders or the L/C Issuers, as applicable, or (d) no longer a currency in which the applicable Lenders are willing to make such Credit Extensions (each of clauses (a), (b), (c), and (d) a "Disqualifying Event"), then the Administrative Agent shall promptly notify the Lenders and the Company, and such country's currency shall no longer be an Alternative Currency until such time as the Disqualifying Event(s) no longer exist(s). Within five Business Days after receipt of such notice from the Administrative Agent, the Borrowers shall repay all Loans in such currency to which the Disqualifying Event applies or convert such Loans into the Dollar Equivalent of Loans in Dollars, subject to the other terms contained herein.

"Engagement Letter" means the Engagement Letter dated September 12, 2023, among the Company, BofA Securities, Inc. and JPMorgan Chase Bank, N.A.

"Environmental Laws" means all rules, regulations, codes, ordinances, judgments, orders, decrees and other laws, and injunctions, issued, promulgated or entered into by any Governmental Authority and relating in any way to the environment, to preservation or reclamation of natural resources, to the management, Release or threatened Release of any Hazardous Material, to the extent related to exposure to Hazardous Materials, or to related health or safety matters.

"Environmental Liability" means any liability, obligation, loss, claim, action, order or cost, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties and indemnities), directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Interests" means shares of capital stock, partnership interests, membership interests, beneficial interests or other ownership interests, whether voting or nonvoting, in, or interests in the income or profits of, a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any of the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, or any successor statute.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with the Company, is treated as a single employer under Section 414(b) or 414(c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414(m) or 414(o) of the Code.

"ERISA Event" means (a) any "reportable event", as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived), (b) any failure by any Plan to satisfy the minimum funding standard (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such Plan, in each case whether or not waived, (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan, (d) a determination that any Plan is in "at-risk" status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4) of the Code), (e) the incurrence by the Company or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan, (f) the receipt by the Company or any of its ERISA Affiliates from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan, (g) the incurrence by the Company or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan, (h) the receipt by the Company or any of its ERISA Affiliates of any notice, or the receipt by any Multiemployer Plan from the Company or any of its ERISA Affiliates of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent, within the meaning of Title IV of ERISA, or in endangered or critical status, within the meaning of Section 305 of ERISA and Section 432 of the Code, or (i) any Foreign Benefit Event.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"Euro" or "€" means the single currency of the Participating Member States.

"Event of Default" has the meaning set forth in Article VII.

"Excess Cash Flow" means, for any fiscal year of the Company, the sum (without duplication) of:

(a) the consolidated net income (or loss) of the Company and its consolidated Restricted Subsidiaries for such fiscal year, adjusted to exclude (i) net income (or loss) of any consolidated Restricted Subsidiary that is not wholly owned by the Company to the extent such income or loss is attributable to the non-controlling interest in such consolidated Restricted Subsidiary and (ii) any gains or losses attributable to Prepayment Events; plus

(b) depreciation, amortization and other non-cash charges or losses deducted in determining such consolidated net income (or loss) for such fiscal year (excluding any non-cash charge to the extent it represents an accrual or reserve for potential cash charges in any future period or amortization of prepaid cash charges that were paid in a prior period); plus

(c) the sum of (i) the amount, if any, by which Net Working Capital decreased during such fiscal year (except as a result of the reclassification of items from short-term to long-term or vice-versa), (ii) the net amount, if any, by which the consolidated deferred revenues and other consolidated accrued long-term liability accounts of the Company and its consolidated Restricted Subsidiaries increased during such fiscal year and (iii) the net amount, if any, by which the consolidated accrued long-term asset accounts of the Company and its consolidated Restricted Subsidiaries decreased during such fiscal year; minus

(d) the sum of (i) any non-cash gains included in determining such consolidated net income (or loss) for such fiscal year (excluding any non-cash gain to the extent it represents the reversal of an accrual or reserve for a potential cash charge that reduced consolidated net income of the Company and its consolidated Restricted Subsidiaries in any prior period if Excess Cash Flow was not increased by the amount of the corresponding non-cash charge in such prior period), (ii) the amount, if any, by which Net Working Capital increased during such fiscal year (except as a result of the reclassification of items from long-term to short-term or vice-versa), (iii) the net amount, if any, by which the consolidated deferred revenues and other consolidated accrued long-term liability accounts of the Company and its consolidated Restricted Subsidiaries decreased during such fiscal year and (iv) the net amount, if any, by which the consolidated accrued long-term asset accounts of the Company and its consolidated Restricted Subsidiaries increased during such fiscal year; minus

(e) the sum (without duplication) of (i) Capital Expenditures made in cash for such fiscal year (except to the extent financed from Excluded Sources) and (ii) cash consideration paid during such fiscal year to make acquisitions or other long-term investments (other than cash equivalents) (except to the extent financed from Excluded Sources); minus

(f) the aggregate principal amount of Long-Term Indebtedness repaid or prepaid by the Company and its consolidated Restricted Subsidiaries during such fiscal year, excluding (i) Indebtedness in respect of Revolving Credit Loans and Letters of Credit or other revolving credit facilities (unless there is a corresponding reduction in the commitments in respect of such other revolving credit facilities), (ii) Term Loans prepaid pursuant to Section 2.04(a), (c), (d) or (e) and (iii) repayments or prepayments of Long-Term Indebtedness financed from Excluded Sources; minus

(g) the aggregate amount of Restricted Payments made by the Company in cash during such fiscal year pursuant to Section 6.09(a) (other than subclauses (i), (ii), (iii) and (ix) thereof), except Restricted Payments financed from Excluded Sources; minus

(h) other cash payments in respect of long-term liabilities and long-term assets (in each case, other than in respect of Indebtedness) by the Company and its consolidated Restricted Subsidiaries during such period to the extent not deducted in determining consolidated net income (or loss) for such fiscal year.

"Exchange Act" means the United States Securities Exchange Act of 1934.

"Excluded Assets" has the meaning set forth in the Collateral Agreement.

"Excluded Merchant Reserve and Settlement Accounts" means (a) those certain merchant reserve and settlement accounts holding solely merchant funds and funds from card networks and merchant billing (and related investment accounts) serving as collateral under the Company's BIN arrangement, any other BIN sponsor arrangement and the other agreements related thereto (including the Sponsorship Agreement, among NCR Payment Solutions, LLC, and Citizens Bank, N.A., and any accounts into which any amounts from such merchant reserve and settlement accounts are swept or otherwise transferred for investment purposes, and from which such amounts have been agreed to be returned to such merchant reserve and settlement accounts the next day) and (b) the interest, products, proceeds, insurance payments or claims, and guarantees thereon.

"Excluded Sources" means (a) proceeds of any incurrence or issuance of Long-Term Indebtedness or Capital Lease Obligations, (b) Net Proceeds of any sale, transfer, lease or other disposition of assets made in reliance on Section 6.06(j) and (c) proceeds of any issuance or sale of Equity Interests in the Company or any capital contributions to the Company.

"Excluded Subsidiary" means (a) any Subsidiary that is not a wholly-owned subsidiary of the Company on the Closing Date or, if later, the date it first becomes a Subsidiary; provided that any such Subsidiary shall cease to be an Excluded Subsidiary at such time as it becomes a wholly owned Subsidiary of the Company and none of clauses (b) through (i) of this definition apply to it, (b) any Subsidiary that is a CFC or a Subsidiary of a CFC (and accordingly, in no event shall a CFC or any of its Subsidiaries be required to enter into any Security Document or pledge any assets hereunder), (c) any Subsidiary that is prohibited by applicable Requirements of Law from guaranteeing the Loan Document Obligations, (d) any Subsidiary (i) that is prohibited by any contractual obligation existing on the Closing Date or on the date such Subsidiary is acquired or otherwise becomes a Subsidiary (but not entered into in contemplation of avoiding the Collateral and Guarantee Requirement) from guaranteeing the Loan Document Obligations, (ii) that would require governmental (including regulatory) consent, approval, license or authorization to provide such Guarantee, unless such consent, approval, license or authorization has been received, or (iii) for which the provision of such Guarantee would result in a material adverse tax consequence to the Company and the Subsidiaries, taken as a whole (as reasonably determined in good faith by the Company), (e) any captive insurance subsidiary, not for profit subsidiary or special purpose entity, including any Receivables Subsidiary, (f) any other Subsidiary excused from becoming a Guarantor Loan Party pursuant to the last paragraph of the definition of the term "Collateral and Guarantee Requirement" and (g) any Unrestricted Subsidiary of the Company.

"Excluded Swap Obligation" means, with respect to any Guarantor Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor Loan Party of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule,

regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor Loan Party's failure for any reason to constitute an "*eligible contract participant*" as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guarantee of such Guarantor Loan Party or the grant of such security interest becomes or would become effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal in accordance with the first sentence of this definition.

"Excluded Taxes" means, with respect to any payment made by any Loan Party under this Agreement or any other Loan Document, any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient:

(a) Taxes imposed on or measured by net or gross income (however denominated), franchise Taxes and branch profits Taxes, in each case (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes;

(b) in the case of any Lender (other than an assignee pursuant to a request by the Company under Section 2.15(b)), any U.S. Federal, United Kingdom and Dutch withholding Taxes:

(i) resulting from any law in effect as on the date such Lender becomes a party to this Agreement (or designates a new lending office), including circumstances where any United Kingdom taxes are required to be deducted or withheld (a "UK Tax Deduction") from a payment to (1) a UK Treaty Lender and the payment has not been specified in a direction given by the Commissioners of HMRC under Regulation 2 of the Double Taxation Relief (Taxes on Income) (General) Regulations 1970 (SI1970/488); and (2) a Lender that is a UK Qualifying Lender solely by virtue of sub-paragraph (b) of the definition of UK Qualifying Lender and an officer of HMRC has given (and not revoked) a direction under section 931 of the UK Taxes Act and the payment could have been made without a UK Tax Deduction if such direction had not been made, or

(ii) attributable to such Lender's failure to comply with Section 2.19(f), (g)(i), (g)(ii), (g)(iii), (g)(vi) and (h),

except to the extent that such Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Company with respect to such withholding Taxes pursuant to Section 2.19(a), or except to the extent that any United Kingdom withholding Taxes are attributable to the failure of the relevant Loan Party to comply with its obligations in Section 2.19(g)(i), (g)(iii) and (g)(v);

(c) any U.S. federal withholding Taxes imposed under FATCA; and

(d) the bank levy as set out in the Finance Act 2011 of the United Kingdom and the bank levy as set out in the Bank Tax Act of the Netherlands.

"Existing 5.75% Senior Notes" means the 5.75% senior unsecured notes due 2027 issued by the Company on August 21, 2019.

"Existing 6.125% Senior Notes" means the 6.125% senior unsecured notes due 2029 issued by the Company on August 21, 2019.

"Existing Letters of Credit" means each letter of credit outstanding on Closing Date and described on Schedule 1.01A.

"Existing Maturity Date" has the meaning set forth in Section 2.24(a).

"Existing Preferred" means the Company's Series A Convertible Preferred Stock, par value $0.01, outstanding on the Closing Date.

"Existing Preferred Documentation" means the Articles Supplementary Classifying the Existing Preferred, the Investment Agreement dated as of November 11, 2015, by and between the Company and the Purchasers identified therein and each other agreement evidencing, governing the rights of the holders of or otherwise relating to the Existing Preferred.

"Extension Closing Date" has the meaning set forth in Section 2.24(a).

"FAS 842" has the meaning set forth in Section 1.04(a).

"FATCA" means Sections 1471 through 1474 of the Code, as of the Closing Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"Federal Funds Rate" means, for any day, the rate per annum calculated by the Federal Reserve Bank of New York based on such day's federal funds transactions by depository institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding business day by the Federal Reserve Bank of New York as the federal funds effective rate; provided that if the Federal Funds Rate as so determined would be less than 0.0%, such rate shall be deemed to be 0.0%.

"Fee Letters" has the meaning set forth in the Engagement Letter.

"Financial Officer" means, with respect to any Person, the chief financial officer, principal accounting officer, treasurer, controller or other officer or Person with reasonably equivalent responsibilities or performing similar functions of such Person.

"Fixed Amount" has the meaning set forth in Section 1.04(d).

"Fixed Amount Basket" has the meaning set forth in Section 1.04(d).

"Foreign Benefit Event" means, with respect to any Foreign Pension Plan, (a) the existence of unfunded liabilities in excess of the amount of unfunded liabilities permitted under the respective requirements of the governing documents for any applicable Foreign Pension Plan or any applicable law, or in excess of the amount that would be permitted absent a waiver from the relevant Governmental Authority, (b) the failure to make the required contributions or payments, under any applicable law, on or before the due date for such contributions or payments, (c) the receipt of a notice by a Governmental Authority relating to the intention to terminate any such Foreign Pension Plan or to appoint a trustee or similar official to administer any such Foreign Pension Plan, or alleging the insolvency of any such Foreign Pension Plan, (d) the incurrence of any liability by the Company or any Restricted Subsidiary under applicable law on account of the complete or partial termination of such Foreign Pension Plan or the complete or partial withdrawal of any participating employer therein (excluding any liability (including contingent liabilities) that would as a matter of course be imposed under applicable law as the result of any voluntary full or partial termination of any such Foreign Pension Plan as a result of a voluntary and legally permissible defeasance effected by the Company and/or its Restricted Subsidiaries of the related obligations and liabilities of the Company and its Subsidiaries under such Foreign Pension Plan) or (e) the occurrence of any transaction that is prohibited under the respective requirements of the governing documents for any applicable Foreign Pension Plan or any applicable law and that would reasonably be expected to result in the incurrence of any liability by the Company or any Subsidiary, or the imposition on the Company or any Restricted Subsidiary of any fine, excise tax or penalty resulting from any noncompliance with the respective requirements of the governing documents for any applicable Foreign Pension Plan or any applicable law.

"Foreign Borrower" means each of (a) NCR Limited, a private limited company incorporated in England and Wales, (b) NCR Nederland B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands and (c) each other wholly-owned Subsidiary of the Company that becomes a party hereto pursuant to Section 2.23(a), in each case, unless and until such Person ceases to be a Foreign Borrower hereunder.

"Foreign Borrower Exposure" means, at any time, the Dollar Equivalent of the outstanding principal amount of the Revolving Loans borrowed by the Foreign Borrowers.

"Foreign Borrower Joinder Agreement" means an agreement substantially in the form of Exhibit J-1, executed by the Company and the applicable Foreign Borrower.

"Foreign Borrower Obligations" means (a) (i) the due and punctual payment by each Foreign Borrower of (A) the principal of and interest at the applicable rate or rates provided in this Agreement (including interest accruing during the pendency of any bankruptcy, insolvency, receivership, examinership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans of the Foreign Borrowers, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (B) each payment required to be made by each Foreign Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral, and (C) all other monetary obligations

of each Foreign Borrower under or pursuant to the Credit Agreement and each of the other Loan Documents, including obligations to pay fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership, examinership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (ii) the due and punctual performance of all other obligations of each Foreign Borrower under or pursuant to the Credit Agreement and each of the other Loan Documents (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership, examinership or other similar proceeding, regardless of whether allowed or allowable in such proceeding); (b) all the Secured Cash Management Obligations owed by the Foreign Borrowers, (c) all the Secured Hedge Obligations owed by the Foreign Borrowers and (d) all the Secured Performance Support Obligations owed by the Foreign Borrowers; provided that (x) the term "Foreign Borrower Obligations" when used in reference to any Foreign Borrower, shall not include any Excluded Swap Obligation of such Foreign Borrower and (y) notwithstanding anything herein to the contrary, the "Foreign Borrower Obligations" shall not include the obligations under the Loan Documents of any Grantor or of any Guarantor Loan Party.

"Foreign Borrower Termination" means an agreement substantially in the form of Exhibit J-2, executed by the Company.

"Foreign Lender" means any Lender that is not a U.S. Person.

"Foreign Pension Plan" means any benefit or welfare plan that under applicable law outside of the United States is funded through a trust or other funding vehicle other than a trust or funding vehicle maintained exclusively by a Governmental Authority.

"Foreign Source Prepayment" means, for any Foreign Subsidiary, any Net Proceeds arising from a Prepayment Event under paragraph (a) or (b) of the definition of "Prepayment Event" in respect of any asset of such Foreign Subsidiary.

"Foreign Subsidiary" means any Subsidiary that is not a Domestic Subsidiary.

"Form 10" means the Registration Statement on Form 10 (including the information statement and the other exhibits filed therewith or incorporated by reference therein) initially filed by NCR Atleos, LLC with the SEC on June 23, 2023, as it was declared effective by the SEC on August 11, 2023, as amended by (a) Amendment No. 1 to Form 10 on July 21, 2023 and (b) Amendment No. 2 to Form 10 on August 3, 2023.

"Fronting Exposure" means, at any time there is a Defaulting Lender, with respect to any L/C Issuer, such Defaulting Lender's Applicable Percentage of the outstanding L/C Obligations other than L/C Obligations as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof.

"GAAP" means generally accepted accounting principles in the United States of America, applied in accordance with the consistency requirements thereof (subject to Section 1.04); provided, however, that if the Company hereafter changes its accounting standards in accordance with applicable laws and regulations, including those of the SEC, to adopt International Financial Reporting Standards, GAAP will mean such International Financial Reporting Standards after the effective date of such adoption (it being understood that any such adoption will be deemed to be a change in GAAP for all purposes hereof, including for purposes of Section 1.04).

"Governmental Approvals" means all authorizations, consents, approvals, permits, licenses and exemptions of, registrations and filings with, and reports to, Governmental Authorities.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including the Financial Conduct Authority, the Prudential Regulation Authority and any supra-national bodies such as the European Union or the European Central Bank).

"Grantor" has the meaning set forth in the Collateral Agreement.

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or other obligation; provided that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The amount, as of any date of determination, of any Guarantee (including for purposes of determining the amount of any Investment associated with such Guarantee) shall be deemed to be the lower of (i) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee is made and (ii) the maximum amount for which the guarantor may be liable pursuant to the terms of the instrument embodying such Guarantee, unless (in the case of a primary obligation that is not Indebtedness) such primary obligation and the maximum amount for which such guarantor may be liable are not stated or determinable, in which case the amount of such Guarantee shall be such guarantor's maximum reasonably anticipated contingent liability in respect thereof as determined by the Company in good faith.

"Guarantor Loan Party" means the Company and each Subsidiary Loan Party.

"Hazardous Materials" means all explosive, radioactive, hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes that are regulated pursuant to any Environmental Law.

"Hedging Agreement" means any agreement with respect to any swap, forward, future or derivative transaction, or any option or similar agreement, involving, or settled by reference to, one or more rates, currencies, commodities, prices of equity or debt securities or instruments, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value, or any similar transaction or combination of the foregoing transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Company or the Restricted Subsidiaries shall be a Hedging Agreement.

"HMRC" means H.M. Revenue & Customs of the United Kingdom.

"HMRC DT Treaty Passport scheme" means the Board of HMRC Double Taxation Treaty Passport scheme.

"Incremental Commitment" means an Incremental Revolving Commitment or an Incremental Term Commitment.

"Incremental Equivalent Debt" means any Indebtedness incurred by the Company in the form of one or more series of senior secured notes, notes or term loans secured on a junior lien basis or unsecured notes or term loans; provided that (a) if such Indebtedness is secured, such Indebtedness shall be secured by the Collateral on a pari passu or junior basis with the Loan Document Obligations and shall not be secured by any property or assets of the Company or any Subsidiary other than the Collateral, (b) the stated final maturity of such Indebtedness shall not be earlier than the Latest Maturity Date at the time of the incurrence of such Indebtedness (except for any such Indebtedness in the form of a bridge or other interim credit facility intended to be refinanced or replaced with Long-Term Indebtedness, which such Indebtedness, upon the maturity thereof, automatically converts into Indebtedness that satisfies the requirements set forth in this definition), (c) the terms and conditions of such Indebtedness (excluding, for the avoidance of doubt, pricing, maturity, prepayment or redemption terms) are not materially more favorable (when taken as a whole), as determined by the Company in good faith, to the lenders or holders providing such Indebtedness than those applicable to the existing Commitments and the Loans at the time of incurrence of such Indebtedness (except for covenants (including financial maintenance covenants) or other provisions (i) applicable only to periods after the Latest Maturity Date in effect at the time such Incremental Equivalent Debt is issued or (ii) that are also for the benefit of all other applicable Lenders in respect of Loans and Commitments outstanding at the time such Incremental Equivalent Debt is incurred), as determined in good faith by the Company (it being understood that such Indebtedness may include one or more financial maintenance covenants with which the Company shall be required to comply; provided that any such financial maintenance covenant shall also be for the benefit of all other Revolving Credit Lenders and Term Lenders in respect of all applicable Revolving Credit Loans, Revolving Credit Commitments, Term Loans and Term Commitments outstanding at the time that such Incremental Equivalent Debt is incurred), (d) if such Indebtedness is secured, the security agreements relating to such Indebtedness shall not be materially more favorable (when taken as a whole) to the holders providing such Indebtedness than the existing Security Documents are to the Lenders (as determined in good faith by the Company) (with such differences as are appropriate to reflect the nature of such Incremental Equivalent Debt and are otherwise reasonably satisfactory to the Administrative Agent), (e) if such Indebtedness is secured, a trustee or note agent acting on behalf of the holders of such Indebtedness shall have become party to an Acceptable Intercreditor Agreement and (f) such Indebtedness shall not be guaranteed by any Subsidiaries other than the Loan Parties.

"Incremental Facility" means an Incremental Revolving Facility or an Incremental Term Facility.

"Incremental Facility Agreement" means an Incremental Facility Agreement, in form and substance reasonably satisfactory to the Administrative Agent, among the Company, any other applicable Borrower, the Administrative Agent and one or more Incremental Lenders, establishing Incremental Term Commitments of any Series or Incremental Revolving Commitments and effecting such other amendments hereto and to the other Loan Documents as are contemplated by Section 2.21.

"Incremental Lender" means an Incremental Revolving Credit Lender or an Incremental Term Lender.

"Incremental Revolving Commitment" means, with respect to any Lender, the commitment, if any, of such Lender, established pursuant to an Incremental Facility Agreement and Section 2.21, to make Revolving Credit Loans and to acquire participations in Letters of Credit hereunder, expressed as an amount representing the maximum aggregate permitted amount of such Lender's Revolving Credit Exposure under such Incremental Facility Agreement.

"Incremental Revolving Credit Lender" means a Lender with an Incremental Revolving Commitment.

"Incremental Revolving Facility" means an incremental portion of the Revolving Commitments established hereunder pursuant to an Incremental Facility Agreement providing for Incremental Revolving Commitments.

"Incremental Term Commitment" means, with respect to any Lender, the commitment, if any, of such Lender, established pursuant an Incremental Facility Agreement and Section 2.21, to make Incremental Term Loans of any Series hereunder, expressed as an amount representing the maximum principal amount of the Incremental Term Loans of such Series to be made by such Lender.

"Incremental Term Facility" means an incremental term loan facility established hereunder pursuant to an Incremental Facility Agreement providing for Incremental Term Commitments.

"Incremental Term Lender" means a Lender with an Incremental Term Commitment or an outstanding Incremental Term Loan.

"Incremental Term Loan" means a Loan made by an Incremental Term Lender to the Company pursuant to Section 2.21.

"Incremental Term Maturity Date" means, with respect to Incremental Term Loans of any Series, the scheduled date on which such Incremental Term Loans shall become due and payable in full hereunder, as specified in the applicable Incremental Facility Agreement.

"Incurrence Based Amounts" has the meaning set forth in Section 1.04(d).

"Incurrence Based Basket" has the meaning set forth in Section 1.04(d).

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person (excluding trade accounts payable incurred in the ordinary course of business), (d) all obligations of such Person in respect of the deferred purchase price of property or services, excluding current accounts payable incurred in the ordinary course of business, (e) all Capital Lease Obligations and Synthetic Lease Obligations of such Person, (f) the maximum aggregate amount of all letters of credit and letters of guaranty in respect of which such Person is an account party (x) supporting Indebtedness or (y) obtained for any purpose not in the ordinary course of business, (g) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances, (h) all Disqualified Equity Interests in such Person, valued, as of the date of determination, at the greater of (i) the maximum aggregate amount that would be payable upon maturity, redemption, repayment or repurchase thereof (or of Disqualified Equity Interests or Indebtedness into which such Disqualified Equity Interests are convertible or exchangeable) and (ii) the maximum liquidation preference of such Disqualified Equity Interests, (i) all Third Party Interests in respect of Permitted Receivables Facilities of such Person or its subsidiaries except to the extent that such Indebtedness would not appear as a liability upon a balance sheet (other than in the footnotes to financial statements) of such Person prepared in accordance with GAAP, (j) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed by such Person (if such Person has not assumed such Indebtedness of others, then the amount of Indebtedness of such Person shall be the lesser of (A) the amount of such Indebtedness of others and (B) the fair market value of such property, as reasonably determined by such Person) and (k) all Guarantees by such Person of Indebtedness of others. The Indebtedness of any Person shall include the Indebtedness of any other Person (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such other Person, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor. Notwithstanding anything to the contrary herein or in any Loan Document, no obligation under any Separation Agreement shall constitute Indebtedness.

"Indemnified Institution" has the meaning set forth in Section 9.03(b).

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under this Agreement or any other Loan Document and (b) to the extent not otherwise described in clause (a) hereof, Other Taxes.

"Indemnitee" has the meaning set forth in Section 9.03(b).

"Intellectual Property" means all intellectual and similar property of every kind and nature now owned or hereafter acquired by the Company or any Restricted Subsidiary, including inventions, designs, patents, copyrights, trademarks, trade secrets, domain names, confidential or proprietary technical and business information, know-how, show-how or other similar data or information, software and databases and all embodiments or fixations thereof and related documentation, all additions, improvements and accessions to any of the foregoing and all registrations for any of the foregoing.

"Intercompany Permitted Receivables Facility Note" means any promissory note or debt obligations issued or incurred by a Receivables Subsidiary in consideration or partial consideration for the acquisition of Receivables from the Company or any Restricted Subsidiary in a Permitted Receivables Facility permitted hereunder.

"Interest Payment Date" means (a) as to any Base Rate Loan, the last Business Day of each March, June, September and December and the applicable Maturity Date, (b) as to any Alternative Currency Daily Rate Loan, the last Business Day of each month and the applicable Maturity Date and (c) as to any Term SOFR Loan or Alternative Currency Term Rate Loan, the last day of each Interest Period applicable to such Loan and the applicable Maturity Date; provided, however, that if any Interest Period for a Term SOFR Loan or an Alternative Currency Term Rate Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall be Interest Payment Dates.

"Interest Period" means as to each Term SOFR Loan or Alternative Currency Term Rate Loan, the period commencing on the date such Term SOFR Loan or Alternative Currency Term Rate Loan is disbursed or converted to or continued as a Term SOFR Loan or Alternative Currency Term Rate Loan (as applicable) and ending on the date one, three or six months thereafter (in each case, subject to the availability for the interest rate applicable to the relevant currency), as selected by the applicable Borrower in its Loan Notice, or such other period that is twelve months or less requested by such Borrower and consented to by all the Appropriate Lenders and the Administrative Agent; provided that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless, in the case of a Term SOFR Loan or an Alternative Currency Term Rate Loan, such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period pertaining to a Term SOFR Loan or Alternative Currency Term Rate Loan that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(c) no Interest Period shall extend beyond the applicable Maturity Date.

"Interests" means, with respect to any Person, any Equity Interests, Indebtedness or any other debt or equity interests in such Person, including in the case of a Receivables Subsidiary, if applicable, any Intercompany Permitted Receivables Facility Notes or Third Party Interests.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or debt or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of Indebtedness or other obligations of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person. The amount, as of any date of determination, of (i) any Investment in the form of a loan or an advance shall be the principal amount thereof outstanding on such date, minus any cash payments actually received by such investor representing a payment or prepayment of in respect of principal of such Investment, but without any adjustment for write-downs or write-offs (including as a result of forgiveness of any portion thereof) with respect to such loan or advance after the date thereof, (ii) any Investment in the form of a Guarantee shall be the amount determined in accordance with the definition of "Guarantee" herein, (iii) any Investment in the form of a transfer of Equity Interests or other non-cash property by the investor to the investee, including any such transfer in the form of a capital contribution, shall be the fair market value (as determined in good faith by a Financial Officer) of such Equity Interests or other property as of the time of the transfer, minus any payments actually received by such investor representing a return of capital of (but not any dividends or other distributions in respect of return on the capital of) such Investment, but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the date of such Investment and (iv) any Investment (other than any Investment referred to in clause (i), (ii) or (iii) above) by the specified Person in the form of a purchase or other acquisition for value of any Equity Interests, evidences of Indebtedness or other securities of any other Person shall be the original cost of such Investment (including any Indebtedness assumed in connection therewith), plus (A) the cost of all additions thereto and minus (B) the amount of any portion of such Investment that has been repaid to the investor in cash as a repayment of principal or a return of capital, but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the date of such Investment.

"IP Security Agreements" has the meaning set forth in the Collateral Agreement.

"IP Subsidiary" means any Restricted Subsidiary that at any time owns any Intellectual Property or rights to Intellectual Property that are material to the business or operations of the Company and the Restricted Subsidiaries, taken as a whole.

"IRS" means the United States Internal Revenue Service.

"ISDA CDS Definitions" has the meaning set forth in Section 9.02(e).

"ISP" means the International Standby Practices, International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the applicable time).

"Issuer Documents" means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by any L/C Issuer and a Borrower (or any Restricted Subsidiary) or in favor of such L/C Issuer and relating to such Letter of Credit.

"Judgment Currency" has the meaning set forth in Section 9.19(b).

"Junior Indebtedness" means any Indebtedness that is subordinated in right of payment to the Loan Document Obligations.

"L/C Advance" means, with respect to each Lender, such Lender's funding of its participation in any L/C Borrowing in accordance with its Applicable Percentage.

"L/C Borrowing" means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the date when made or refinanced as a committed Borrowing.

"L/C Commitment" means, with respect to each L/C Issuer, the commitment of such L/C Issuer to issue Letters of Credit hereunder. The initial amount of each L/C Issuer's Letter of Credit Commitment is set forth on Schedule 2.01, or if an L/C Issuer has entered into an Assignment and Assumption or has otherwise assumed a Letter of Credit Commitment after the Closing Date, the amount set forth for such L/C Issuer as its Letter of Credit Commitment in the Register maintained by the Administrative Agent. The Letter of Credit Commitment of an L/C Issuer may be modified from time to time by agreement between such L/C Issuer and the Company, and notified to the Administrative Agent.

"L/C Credit Extension" means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

"L/C Disbursement" means a payment made by an L/C Issuer pursuant to a Letter of Credit.

"L/C Issuer" means each of Bank of America, N.A., JPMorgan Chase Bank, N.A., Goldman Sachs Bank USA, Royal Bank of Canada, Capital One, National Association, Citibank, N.A., Fifth Third Bank, National Association, Manufacturers and Traders Trust Company, MUFG Bank, Ltd., PNC Bank, National Association, Regions Bank, TD Bank, N.A., Truist Bank, U.S. Bank National Association and Wells Fargo Bank, N.A. (through itself or through one of its designated Affiliates or branch offices), in its capacity as issuer of Letters of Credit hereunder, and each other Lender (if any) as the Company may from time to time select as an L/C Issuer hereunder pursuant to Section 2.03; provided that such Lender has agreed to be an L/C Issuer; and provided further that Bank of America shall be the only L/C Issuer permitted to issue Letters of Credit denominated in Alternative Currencies except for Existing Letters of Credit denominated in an Alternative Currency. Any L/C Issuer may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such L/C Issuer, in which case the term "L/C Issuer" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate. Each reference herein to the "L/C Issuer" in connection with a Letter of Credit or other matter shall be deemed to be a reference to the relevant L/C Issuer with respect thereto.

"L/C Obligations" means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time, including any automatic or scheduled increases provided for by the terms of such Letters of Credit, determined without regard to whether any conditions to drawing could be met at that time, plus (b) the aggregate amount of all Unreimbursed Amounts, including all L/C Borrowings. The L/C Obligations of any Lender at any time shall be its Applicable Percentage of the total L/C Obligations at such time. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Article 29(a) of the UCP or Rule 3.13 or Rule 3.14 of the ISP or similar terms of the Letter of Credit itself, or if compliant documents have been presented but not yet honored, such Letter of Credit shall be deemed to be "outstanding" and "undrawn" in the amount so remaining available to be paid, and the obligations of the Borrowers and each Lender shall remain in full force and effect until the L/C Issuers and the Lenders shall have no further obligations to make any payments or disbursements under any circumstances with respect to any Letter of Credit.

"Latest Maturity Date" means, at any time, the latest Maturity Date in respect of the Classes of Loans and Commitments that are outstanding at such time.

"LCT Election" has the meaning set forth in Section 1.04(c).

"LCT Test Date" has the meaning set forth in Section 1.04(c).

"Lender Parties" and "Lender Recipient Parties" mean, collectively, the Lenders and the L/C Issuers.

"Lenders" means the Persons listed on Schedule 2.01 and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption or an Incremental Facility Agreement, other than any such Person that shall have ceased to be a party hereto pursuant to an Assignment and Assumption.

"Lending Office" means, as to any Lender, the office or offices of such Lender described as such in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Company and the Administrative Agent, which office may include any Affiliate of such Lender or any domestic or foreign branch of such Lender or such Affiliate. Unless the context otherwise requires each reference to a Lender shall include its applicable Lending Office.

"Letter of Credit" means any standby letter of credit issued hereunder providing for the payment of cash upon the honoring of a presentation thereunder and shall include the Existing Letters of Credit. Letters of Credit may be issued in Dollars or in an Alternative Currency (including any Existing Letter of Credit).

"Letter of Credit Application" means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the applicable L/C Issuer.

"Letter of Credit Fee" has the meaning specified in Section 2.03(j).

"Letter of Credit Report" means a certificate substantially the form of Exhibit C or any other form approved by the Administrative Agent.

"Letter of Credit Sublimit" means an amount equal to $75,000,000. The Letter of Credit Sublimit is part of, and not in addition to, the Aggregate Commitments.

"Leverage Ratio" means, on any date, the ratio of (a) Consolidated Total Debt as of such date to (b) Consolidated EBITDA for the period of four consecutive fiscal quarters of the Company most recently ended on or prior to such date.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, charge, assignment by way of security, security interest or other encumbrance on, in or of such asset, including any arrangement entered into for the purpose of making particular assets available to satisfy any Indebtedness or other obligation, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or Synthetic Lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Limited Condition Acquisition" means any Permitted Acquisition or other Investment permitted by this Agreement with respect to which the consummation of such Permitted Acquisition or other Investment by the Company or any Restricted Subsidiary is not conditioned on the availability of, or on obtaining, third party financing.

"Loan Document Obligations" means (a) the due and punctual payment by each Borrower of (i) the principal of and interest at the applicable rate or rates provided in this Agreement (including interest accruing during the pendency of any bankruptcy, insolvency, receivership, examinership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by each Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral, and (iii) all other monetary obligations of each Borrower under or pursuant to the Credit Agreement and each of the other Loan Documents, including obligations to pay fees, expense reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership, examinership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual performance of all other obligations of each Borrower under or pursuant to the Credit Agreement and each of the other Loan Documents and (c) the due and punctual payment and performance of all the obligations of each other Loan Party under or pursuant to this Agreement and each of the other Loan Documents (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership, examinership or other similar proceeding, regardless of whether allowed or allowable in such proceeding).

"Loan Documents" means this Agreement, any Incremental Facility Agreements, each Acceptable Intercreditor Agreement, the Collateral Agreement, the other Security Documents, any letter of credit applications, any agreements between any Borrower and any L/C Issuer regarding such L/C Issuer's L/C Commitment or the respective rights and obligations between each applicable Borrower and such L/C Issuer in connection with the issuance of Letters of Credit, any agreement designating an additional L/C Issuer as contemplated by Section 2.03(q) and, except for purposes of Section 9.02, any promissory notes delivered pursuant to Section 2.06(c).

"Loan Notice" means a notice of (a) a Term Borrowing, (b) a Revolving Credit Borrowing, (c) a conversion of Loans from one Type to the other or (d) a continuation of Term SOFR Loans or Alternative Currency Term Rate Loans, pursuant to Section 2.02(a), which shall be substantially in the form of Exhibit B or such other form as may be approved by the Administrative Agent, including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent, appropriately completed and signed by a Financial Officer of the applicable Borrower.

"Loan Parties" means each Borrower and each Subsidiary Loan Party.

"Loans" means the loans made by the Lenders to the Borrowers pursuant to this Agreement.

"Long-Term Indebtedness" means any Indebtedness that, in accordance with GAAP, constitutes (or, when incurred, constituted) a long-term liability.

"Majority in Interest", when used in reference to Lenders of any Class, means, at any time, (a) in the case of the Revolving Credit Lenders, Lenders having Revolving Credit Exposures and unused Revolving Credit Commitments representing more than 50% of the sum of the Aggregate Revolving Credit Exposures and the unused Aggregate Revolving Credit Commitment at such time, (b) in the case of the Term Lenders, Lenders having Term Loans representing more than 50% all Term Loans at such time and (c) in the case of the Revolving Credit Lenders and the Term Lenders voting together, Lenders having Revolving Credit Exposures, unused Revolving Credit Commitments and Term Loans representing more than 50% of the sum of the Aggregate Revolving Credit Exposures, the unused Aggregate Revolving Credit Commitment and the Term Loans at such time.

"Mark-to-Market Pension Accounting" means an accounting methodology, as set forth in Annex A, that records actuarial gains and losses on Plans and Foreign Pension Plans in the year incurred rather than amortizing such gains and losses over time.

"Material Acquisition" means any acquisition, or a series of related acquisitions, of (a) Equity Interests in any Person (other than an existing Restricted Subsidiary of the Company) if, after giving effect thereto, such Person will become Restricted Subsidiary or (b) assets comprising all or substantially all the assets of (or all or substantially all the assets constituting a business unit, division, product line or line of business of) any Person (other than an existing Restricted Subsidiary of the Company); in each case, with respect to which the aggregate consideration therefor (including Indebtedness assumed in connection therewith, all obligations in respect of deferred purchase price (including obligations under any purchase price adjustment but excluding earnout or similar payments) and all other consideration payable in connection therewith (including payment obligations in respect of noncompetition agreements or other arrangements representing acquisition consideration)) exceeds $150,000,000.

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, operations or financial condition of the Company and the Restricted Subsidiaries, taken as a whole, (b) the ability of the Company and the other Loan Parties, taken as a whole, to perform their payment obligations under the Loan Documents or (c) the rights and remedies of the Administrative Agent and the Lenders under the Loan Documents.

"Material Disposition" means any Disposition, or a series of related Dispositions, of (a) all or substantially all the issued and outstanding Equity Interests in any Person that are owned by the Company or any Restricted Subsidiary or (b) assets comprising all or substantially all the assets of (or all or substantially all the assets constituting a business unit, division, product line or line of business of) any Person, in each case, with respect to which the aggregate consideration therefor (including Indebtedness assumed by the transferee in connection therewith, all obligations in respect of deferred purchase price (including obligations under any purchase price adjustment but excluding earnout or similar payments) and all other consideration payable in connection therewith (including payment obligations in respect of noncompetition agreements or other arrangements representing acquisition consideration)) exceeds $150,000,000.

"Material Indebtedness" means Indebtedness (other than the Loans, Letters of Credit and Guarantees under the Loan Documents), or obligations in respect of one or more Hedging Agreements, of (without duplication) any one or more of the Company and the Restricted Subsidiaries in an aggregate principal amount of $150,000,000 or more. For purposes of determining Material Indebtedness, the "principal amount" of the obligations of the Company or any Restricted Subsidiary in respect of any Hedging Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Company or such Restricted Subsidiary would be required to pay if such Hedging Agreement were terminated at such time.

"Material Intellectual Property" means any Intellectual Property owned by any Loan Party that is material to the operation of the business of the Company and its Restricted Subsidiaries, taken as a whole.

"Material Real Estate Asset" means each Real Estate Asset, or group of related tracts of Real Estate Assets, located in the United States owned by any Loan Party on the Closing Date or acquired (whether in a single transaction or a series of transactions) by any Loan Party after the Closing Date (or owned by any Person that becomes a Loan Party after the Closing Date and located in the United States) that, together with the improvements thereon and all contiguous and all related parcels and the improvements thereon (whether owned or leased), has a fair value of $25,000,000 or more (as determined in good faith by a Financial Officer of the Company), in each case, as of the Closing Date, the time of acquisition of such Real Estate Asset or group of related tracts of Real Estate Assets (as applicable) by such Loan Party following the Closing Date or as of the time such Person becomes a Loan Party.

"Material Subsidiary" means (i) each IP Subsidiary, (ii) each Domestic Subsidiary that has become a Designated Subsidiary pursuant to a designation by the Company under Section 5.03(b), (iii) any Domestic Subsidiary that directly owns or holds Equity Interests of any Foreign Subsidiary or CFC Holdco that is a Material Subsidiary, (iv) each Domestic Subsidiary (a) the consolidated total assets of which (excluding assets of, and investments in, Foreign Subsidiaries) equal 5% or more of the consolidated total assets of the Company and the Restricted

Subsidiaries (excluding assets of, and investments in, Foreign Subsidiaries) or (b) the consolidated revenues of which (excluding consolidated revenues attributable to Foreign Subsidiaries) account for 5% or more of the consolidated revenues of the Company and the Restricted Subsidiaries (excluding consolidated revenues attributable to Foreign Subsidiaries), and (v) any Foreign Subsidiary or CFC Holdco (a) the consolidated total assets of which equal 5% or more of the consolidated total assets of the Company and the Restricted Subsidiaries or (b) the consolidated revenues of which accounts for 5% or more of the consolidated revenues of the Company and the Restricted Subsidiaries, in each case as of the end of or for the most recent period of four consecutive fiscal quarters of the Company for which financial statements have been delivered pursuant to Sections 5.01(a) or 5.01(b); provided that if at the end of or for any such most recent period of four consecutive fiscal quarters the combined consolidated total assets or combined consolidated revenues of all Restricted Subsidiaries that would not constitute Material Subsidiaries shall exceed 15% of the consolidated total assets of the Company and the Restricted Subsidiaries or 15% of the consolidated revenues of the Company and the Restricted Subsidiaries, then the Company shall designate one or more of such Subsidiaries, for all purposes of this Agreement, to be deemed to be "Material Subsidiaries" to eliminate such excess, and if not so designated, one or more of such Subsidiaries shall be deemed to be "Material Subsidiaries" in descending order based on the amounts of their consolidated total assets or consolidated revenues, as the case may be, until such excess shall have been eliminated.

"Maturity Date" means, as the context requires, (a) with respect to the Revolving Credit Facility, the fifth anniversary of the Closing Date, (b) with respect to the Term Facility, the fifth anniversary of the Closing Date or (c) the maturity date with respect to any Class of Incremental Term Loans or Refinancing Term Loans, as the context requires; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Maturity Date Extension Request" means a request by the Company, substantially in the form of Exhibit K hereto or such other form as shall be approved by the Administrative Agent, for the extension of the applicable Maturity Date pursuant to Section 2.24.

"Maximum Rate" has the meaning set forth in Section 9.12.

"Minimum Collateral Amount" means, at any time, (i) with respect to Cash Collateral consisting of cash or deposit account balances, an amount equal to (A) 102% of the Fronting Exposure of all L/C Issuers with respect to Letters of Credit denominated in Dollars and (B) 115% of the Fronting Exposure of all L/C Issuers with respect to Letters of Credit denominated in Alternative Currencies, in each case, issued and outstanding at such time and (ii) otherwise, an amount determined by the Administrative Agent and the L/C Issuers in their sole discretion.

"MNPI" means material information concerning the Company and the Subsidiaries and their securities that has not been disseminated in a manner making it available to investors generally, within the meaning of Regulation FD under the Securities Act and the Exchange Act.

"Moody's" means Moody's Investors Service, Inc., and any successor to its rating agency business.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"Net Proceeds" means, with respect to any event, (a) the cash (which term, for purposes of this definition, shall include Permitted Investments) proceeds (including, in the case of any casualty, condemnation or similar proceeding, insurance, condemnation or similar proceeds) received in respect of such event, including any cash received in respect of any noncash proceeds, but only as and when received, net of (b) the sum, without duplication, of (i) all fees and out-of-pocket expenses paid in connection with such event by the Company and the Restricted Subsidiaries, (ii) in the case of a Disposition (including pursuant to a Sale/Leaseback Transaction or a casualty or a condemnation or similar proceeding) of an asset, (A) the amount of all payments required to be made by the Company and the Restricted Subsidiaries as a result of such event to repay Indebtedness (other than Loans) secured by such asset and (B) the pro rata portion of net cash proceeds thereof (calculated without regard to this clause (B)) attributable to minority interests and not available for distribution to or for the account of the Company and the Restricted Subsidiaries as a result thereof and (iii) the amount of all taxes paid (or reasonably estimated to be payable) by the Company and the Restricted Subsidiaries and the amount of any reserves established by the Company and the Restricted Subsidiaries in accordance with GAAP to fund purchase price adjustment, indemnification and similar contingent liabilities (other than any earnout obligations) reasonably estimated to be payable and that are directly attributable to the occurrence of such event (as determined reasonably and in good faith by the chief financial officer (or officer with comparable responsibility) of the Company). For purposes of this definition, in the event any contingent liability reserve established with respect to any event as described in clause (b)(iii) above shall be reduced, the amount of such reduction shall, except to the extent such reduction is made as a result of a payment having been made in respect of the contingent liabilities with respect to which such reserve has been established, be deemed to be receipt, on the date of such reduction, of cash proceeds in respect of such event.

"Net Short Lender" has the meaning set forth in Section 9.02(e).

"Net Working Capital" means, at any date, (a) the consolidated current assets of the Company and its consolidated Restricted Subsidiaries as of such date (excluding cash and Permitted Investments) minus (b) the consolidated current liabilities of the Company and its consolidated Restricted Subsidiaries as of such date (excluding current liabilities in respect of Indebtedness). Net Working Capital at any date may be a positive or negative number. Net Working Capital increases when it becomes more positive or less negative and decreases when it becomes less positive or more negative.

"Non-Cash Charges" means any noncash charges, including (a) any write-off for impairment of long lived assets including goodwill, intangible assets and fixed assets such as property, plant and equipment, and investments in debt and equity securities pursuant to GAAP, (b) non-cash expenses resulting from the grant of stock options, restricted stock awards or other equity-based incentives to any director, officer or employee of the Company or any Restricted Subsidiary (excluding any cash payments of income taxes made for the benefit of any such Person in consideration of the surrender of any portion of such options, stock or other incentives upon the exercise or vesting thereof) and (c) any non-cash charges resulting from the application of purchase accounting; provided that Non-Cash Charges shall not include additions in the ordinary course of business to bad debt reserves or bad debt expense, any non-cash charge in the ordinary course of business that results from the write-down or write-off of inventory and any noncash charge that results from the write-down or write-off in the ordinary course of business of accounts receivable or that is taken in the ordinary course of business in respect of any other item that was included in Consolidated Net Income in a prior period.

"Non-Defaulting Lender" means, at any time, any Revolving Credit Lender that is not a Defaulting Lender at such time.

"Non-Extension Notice Date" has the meaning set forth in Section 2.03(b).

"Non-Loan Party" means any Restricted Subsidiary of the Borrower that is not a Loan Party.

"Non-Reinstatement Deadline" has the meaning set forth in Section 2.03(b).

"Non-Significant Subsidiary" means any Restricted Subsidiary that is not a Foreign Borrower, a Subsidiary Loan Party or a Material Subsidiary.

"Non-SOFR Successor Rate" has the meaning specified in Section 2.09(c).

"Notes" means senior unsecured (except as contemplated by the definition of "Permitted Escrow Transactions") notes of the Company or a Permitted Escrow Subsidiary issued and sold to provide a portion of the cash consideration payable for any other Permitted Material Acquisition.

"Notice of Additional L/C Issuer" means a certificate delivered pursuant to Section 2.03(q) designating a Revolving Credit Lender as an L/C Issuer under this Agreement in a form approved by the Administrative Agent.

"Obligations" means (a) all the Loan Document Obligations, (b) all the Secured Cash Management Obligations, (c) all the Secured Hedge Obligations and (d) all the Secured Performance Support Obligations; provided that (x) the term "Obligations" when used in reference to any Subsidiary that is a Guarantor or a Grantor, shall not include any Excluded Swap Obligation of such Subsidiary, and (y) the Secured Cash Management Obligations, Secured Hedge Obligations and Secured Performance Support Obligations shall cease to constitute Obligations on and after the Termination Date.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Taxes (other than a connection arising from such Recipient having executed, delivered, enforced, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, or engaged in any other transaction pursuant to, or enforced by, any Loan Document, or sold or assigned an interest in any Loan Document).

"Other Taxes" means any present or future stamp, court, documentary, intangible, recording, filing or similar excise or property Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, or from the registration, receipt or perfection of a security interest under, or otherwise with respect to, this Agreement or any other Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment under Section 2.15(b)).

"Outstanding Amount" means (a) with respect to Term Loans and Revolving Credit Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Term Loans and Revolving Credit Loans, as the case may be, occurring on such date; and (b) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by the Borrower of Unreimbursed Amounts.

"Overnight Rate" means, for any day, (a) with respect to any amount denominated in Dollars, the greater of (i) the Federal Funds Rate and (ii) an overnight rate determined by the Administrative Agent or the L/C Issuers, as the case may be, in accordance with banking industry rules on interbank compensation, and (b) with respect to any amount denominated in an Alternative Currency, an overnight rate determined by the Administrative Agent or the L/C Issuers, as the case may be, in accordance with banking industry rules on interbank compensation.

"Participant Register" has the meaning set forth in Section 9.04(c)(i).

"Participants" has the meaning set forth in Section 9.04(c)(i).

"Participating Member State" means any member state of the European Union that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

"Party" has the meaning set forth in Section 2.19(j)(i).

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA.

"Perfection Certificate" means a certificate substantially in the form of Exhibit G or any other form approved by the Administrative Agent.

"Performance Support Instrument" means (a) a performance bond or performance guarantee or a letter of credit (other than a Letter of Credit) or similar credit support issued in lieu of a performance bond or performance guarantee, in each case for the account of and to support the performance obligations of a Foreign Subsidiary, or (b) a letter of credit (other than a Letter of Credit) or similar credit support issued to support obligations of the Company or any Subsidiary permitted pursuant to Section 6.01(a)(ix)(x).

"Permitted Acquisition" means the purchase or other acquisition (including pursuant to two-step transaction such as a tender offer followed by a merger) by the Company or any Restricted Subsidiary of substantially all the Equity Interests in, or all or substantially all the assets of (or all or substantially all the assets constituting a business unit, division, product line or line of business of), any Person; provided that (i) all transactions related thereto are consummated

in accordance with applicable law, (ii) the business of such Person, or such assets, as the case may be, constitute a business permitted under Section 6.03(b), (iii) with respect to each such purchase or other acquisition, all actions required to be taken with respect to each newly created or acquired Restricted Subsidiary or assets in order to satisfy the requirements set forth in the definition of the term "Collateral and Guarantee Requirement" shall have been taken or will be taken in accordance with the terms of the Loan Documents (or arrangements for the taking of such actions satisfactory to the Administrative Agent shall have been made) and (iv) at the time of and immediately after giving effect to any such purchase or other acquisition, (A) no Default shall have occurred and be continuing or would result therefrom (provided that, in connection with a Limited Condition Acquisition, the requirement set forth in this clause (A) shall be limited to that there not have occurred and be continuing any Event of Default under clause (a) or (b) of Article VII or any Event of Default with respect to any Borrower under clause (i) or (j) of Article VII, in each case, at the signing of the definitive agreement to consummate such Limited Condition Acquisition and at the closing thereof), (B) the Leverage Ratio calculated on a Pro Forma Basis giving effect to such purchase or acquisition shall be not more than the then applicable ratio under Section 6.13 for the most recent Test Period prior to such time for which financial statements shall have been delivered pursuant to Sections 5.01(a) or 5.01(b) (provided that, in connection with a Limited Condition Acquisition, the requirement set forth in this clause (B) may, at the Company's option, be tested at the signing of the definitive agreement to consummate such Limited Condition Acquisition or at the closing thereof) and (C) in the case of such a purchase or other acquisition for consideration in excess of $150,000,000, the Company shall have delivered to the Administrative Agent a certificate of a Financial Officer of the Company, in form and substance reasonably satisfactory to the Administrative Agent, certifying that all the requirements set forth in this definition have been satisfied with respect to such purchase or other acquisition, together with reasonably detailed calculations demonstrating satisfaction of the requirement set forth in clause (v)(B) above.

"Permitted Additional Indebtedness" means Indebtedness of the Company or any Subsidiary Loan Party that (i) except as otherwise permitted under Section 6.02(a)(xvii), is not secured by any collateral (including the Collateral), (ii) does not mature earlier than, and has a weighted average life to maturity (determined without giving effect to any prepayments that reduce amortization) no earlier than, 91 days after the Latest Maturity Date, (iii) does not provide for any amortization, mandatory prepayment, mandatory redemption or mandatory repurchase (other than upon (x) an asset sale, so long as such requirements permit the prior prepayment of the Term Borrowings with the Net Proceeds of such asset sale, or (y) a change of control) prior to the date that is 91 days after the Latest Maturity Date and (iv) is not guaranteed by any Subsidiary that is not a Subsidiary Loan Party (unless it becomes a Subsidiary Loan Party in connection with such transaction); provided that, (a) notwithstanding any failure of any Senior Bridge Loans (or any extended term loans or exchange notes into or for which such Senior Bridge Loans may be converted or exchanged in accordance with the terms thereof) to comply with the requirements set forth in clauses (ii) and (iii) of this definition, such Senior Bridge Loans (and such extended term loans and exchange notes) shall constitute Permitted Additional Indebtedness for all purposes under this Agreement so long as (x) such Senior Bridge Loans do not mature prior to the first anniversary of the closing date of the applicable Permitted Material Acquisition and the definitive documentation governing the Senior Bridge Facility contains provisions requiring, on or prior to such maturity date, automatic conversion of the Senior Bridge Loans into extended term loans (and permitting exchange of the Senior Bridge Loans for exchange notes), in each case having a maturity and weighted average life to maturity that comply with the requirements of clause (ii) of

this definition, (y) the definitive documentation governing the Senior Bridge Facility (or such extended term loans or exchange notes, as applicable) does not require mandatory prepayment of or any mandatory offer to prepay or repurchase the Senior Bridge Loans (or such extended term loans or exchange notes, as applicable) other than from (I) the Net Proceeds of sales of Equity Interests of the Company and (II) to the extent not required to be applied to the prepayment of Term Borrowings, reinvested or utilized to effect Permitted Acquisitions pursuant to Section 2.04(c), from asset sales or incurrences of Indebtedness by the Company and its Restricted Subsidiaries, and (z) the terms of the Senior Bridge Loans (and such extended term loans and exchange notes) otherwise comply with the requirements of clauses (i) and (iv) of this definition and (b) in the event that any Notes are issued in connection with a Permitted Material Acquisition prior to the date of consummation of such Permitted Material Acquisition, notwithstanding any failure of such Notes to comply with the requirements set forth in clauses (i) and (iii) of this definition solely as a result of the Permitted Escrow Transactions with respect to such Notes and the requirement to prepay or repurchase such Notes with the applicable Permitted Escrow Funds in accordance with the requirements of the proviso in Section 6.02(a)(xxi) hereof, such Notes shall constitute Permitted Additional Indebtedness for all purposes under this Agreement so long as the terms of such Notes otherwise comply with the requirements of this definition. The term "Permitted Additional Indebtedness" shall include the guarantees of Permitted Additional Indebtedness by Restricted Subsidiaries that are Subsidiary Loan Parties.

"Permitted Cash Pooling Arrangement" means a cash management and deposit pooling agreement with a banking entity relating solely to deposit accounts of Foreign Subsidiaries and providing for temporary overdrafts to finance working capital needs of Foreign Subsidiaries, the pooling of funds of Foreign Subsidiaries deposited in linked deposit accounts to repay such overdrafts and the grant of Liens and setoff rights with respect to such deposited funds and linked deposit accounts to secure the repayment of such overdrafts and the payment of related interest and fees to such banking entity; provided that the obligations under any Permitted Cash Pooling Arrangements are not secured by Liens (including set off rights) on or with respect to any assets of the Company or any Loan Party.

"Permitted Encumbrances" means:

(a) Liens imposed by law for Taxes that are not overdue by more than 30 days or are being contested in compliance with Section 5.06;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by law (other than any Lien imposed pursuant to Section 430(k) of the Code or Section 303(k) of ERISA or a violation of Section 436 of the Code), arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days or are being contested in compliance with Section 5.06;

(c) pledges and deposits made or Liens imposed (i) in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations or other public statutory obligations and (ii) in respect of letters of credit, surety bonds, bank guarantees or similar instruments issued for the account of the Company or any Restricted Subsidiary in the ordinary course of business supporting obligations of the type set forth in clause (i) above;

(d) assignments by way of security, pledges and deposits made or Liens imposed (i) to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business and (ii) in respect of letters of credit, surety bonds, bank guarantees or similar instruments issued for the account of the Company or any Restricted Subsidiary in the ordinary course of business supporting obligations of the type set forth in clause (i) above;

(e) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations or do not materially detract from the value of the affected property or materially interfere with the ordinary conduct of business of the Company or any Restricted Subsidiary;

(f) banker's liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with depository institutions; provided that such deposit accounts or funds are not established or deposited for the purpose of providing collateral for any Indebtedness and are not subject to restrictions on access by the Company or any Subsidiary in excess of those required by applicable banking regulations;

(g) Liens arising by virtue of Uniform Commercial Code financing statement filings (or similar filings under applicable law) regarding operating leases entered into by the Company and the Restricted Subsidiaries in the ordinary course of business;

(h) Liens securing or otherwise arising from judgments not constituting an Event of Default under clause (l) of Article VII;

(i) Liens representing any interest or title of a licensor, lessor or sublicensor or sublessor, or a licensee, lessee or sublicensee or sublessee, in the property subject to any lease, license or sublicense or concession agreement permitted by this Agreement;

(j) Liens created pursuant to the general conditions of a bank operating in the Netherlands based on the general conditions drawn up by the Netherlands Bankers' Association (*Nederlandse Vereniging van Banken*) and the Consumers Union (*Consumentenbond*); and

(k) Liens, encumbrances or other matters disclosed in any title insurance policies obtained in connection with real property, and such other title and survey matters that an accurate, up-to-date survey of real property would show;

provided that the term "Permitted Encumbrances" shall not include any Lien securing Indebtedness other than Liens referred to in clauses (c) and (d) above securing obligations under letters of credit or bank guarantees.

"Permitted Escrow Funds" means, with respect to any Notes issued prior to the date of consummation of the related Permitted Material Acquisition, the sum of (a) the aggregate cash proceeds received by the Company or a Permitted Escrow Subsidiary from the issuance and sale of such Notes, plus (b) cash in an amount equal to interest accruing on such Notes for the escrow period provided in the escrow agreement applicable to such Notes.

"Permitted Escrow Subsidiary" means a wholly-owned limited purpose Subsidiary of the Company formed solely for the purposes of, and that solely engages in, the issuance of Notes and the Permitted Escrow Transactions with respect to such Notes in connection with a Permitted Material Acquisition; provided that such Permitted Escrow Subsidiary (a) has no assets or liabilities other than (i) cash and Permitted Investments constituting Permitted Escrow Funds with respect to the applicable Notes and (ii) obligations under the applicable Notes or otherwise arising out of the Permitted Escrow Transactions with respect to such Notes and (b) is merged into or consolidated with the Company or another Subsidiary Loan Party (with the Company or such Subsidiary Loan Party as the surviving Person) substantially contemporaneously with the consummation of such Permitted Material Acquisition, with the Company or such Subsidiary Loan Party assuming such Permitted Escrow Subsidiary's obligations under the applicable Notes upon consummation of such merger or consolidation.

"Permitted Escrow Transactions" means, with respect to any Notes issued prior to the date of consummation of the related Permitted Material Acquisition, (a) the establishment by the Company, a Subsidiary Loan Party or a Permitted Escrow Subsidiary of a segregated escrow account under the sole control of the trustee for such Notes or other escrow agent reasonably acceptable to the Administrative Agent, in each case pursuant to an escrow agreement reasonably acceptable to the Administrative Agent, which shall provide for the termination of such escrow and the discharge and release of the related Liens permitted by clause (c) below upon the earliest to occur of the events specified in the proviso in Section 6.02(a)(xxi) hereof, (b) the depositing of the Permitted Escrow Funds with respect to such Notes into such escrow account substantially contemporaneously with the issuance of such Notes and (c) the granting by the Company, a Subsidiary Loan Party or a Permitted Escrow Subsidiary of a Lien on such escrow account and the Permitted Escrow Funds deposited therein (and any earnings thereon) in favor of the trustee for such Notes, for the ratable benefit of the holders of such Notes.

"Permitted Investments" means Investments in cash equivalents, short-term debt obligations, bank deposits, and other debt and equity securities and obligations that, in each case, constitute "Eligible Securities" under, and otherwise comply with the requirements of, the Company's current policy on cash and investments set forth on Schedule 1.01B hereto or as updated from time to time by written notice to the Administrative Agent and reasonably acceptable to the Administrative Agent.

"Permitted IP Transfer" means by one or a series of related transactions, the sale, grant of licenses (including exclusive licenses), or transfer of ownership rights (including beneficial ownership rights) or rights to use or otherwise exploit in foreign jurisdictions the Intellectual Property of the Company or any Domestic Subsidiary to a Foreign Subsidiary; provided that, (a) any such sale is made for cash consideration paid by the acquiring Foreign Subsidiary to the Company or such Domestic Subsidiary, as the case may be, at the time of transfer in an amount not less than the fair market value of the Intellectual Property transferred; provided that up to $35,000,000 of such consideration in the aggregate for all Permitted IP Transfers under this clause (a) may consist of promissory notes that are required to be paid in full not later than the Maturity Date for the Term Facility and up to $10,000,000 of such consideration may consist of

the issuance of Equity Interests of Foreign Subsidiaries and (b) the aggregate, cumulative fair market value of all such transferred Intellectual Property shall not exceed the greater of (1) $100,000,000 and (2) 2.00% of Consolidated Total Assets as of the end of the most recent Test Period for which financial statements have been delivered pursuant to Section 5.01(a) or 5.01(b) hereof, and provided, further, that in the case of all sales under this definition, (x) the acquiring Foreign Subsidiary shall be (A) a Subsidiary of 65% of the outstanding voting Equity Interests, and all other Equity Interests, of which shall have been pledged pursuant to the Collateral Agreement or (B) a direct or indirect wholly owned subsidiary of one or more Foreign Subsidiaries of the type described in the preceding clause (A) or Subsidiary Loan Parties, (y) no Liens (other than Permitted Encumbrances and Liens in favor of the Administrative Agent, for the benefit of the Secured Parties) shall exist on any such transferred Intellectual Property at the time of its transfer and (z) any license (including any license providing for a declining royalty) of such Intellectual Property or of rights to use such Intellectual Property entered into with or Guaranteed by the Company or any Restricted Subsidiary shall be on arms-length terms no less favorable to the Company or such Restricted Subsidiary than could be obtained in a transaction with an unaffiliated third party, as determined in good faith by the Company.

"Permitted Junior Lien Refinancing Debt" means any secured Indebtedness incurred by the Company in the form of one or more series of senior secured notes or loans; provided that (i) such Indebtedness is secured by the Collateral on a junior lien, subordinated basis to the Obligations and is not secured by any property or assets of the Company or any Restricted Subsidiary other than the Collateral, (ii) such Indebtedness constitutes Refinancing Term Loan Indebtedness in respect of Term Loans (including portions of Classes of Term Loans), (iii) the security agreements relating to such Indebtedness are not materially more favorable (when taken as a whole) to the lenders or holders providing such Indebtedness than the existing Security Documents are to the Lenders, (iv) such Indebtedness is not guaranteed by any Restricted Subsidiaries other than the Loan Parties and (v) the holders of, or an agent, trustee or note agent acting on behalf of the holders of, such Indebtedness shall have become party to an Acceptable Intercreditor Agreement.

"Permitted Leverage Ratio" means (i) in the case of any fiscal quarter ending prior to September 30, 2024, 4.75 to 1.00, (ii) in the case of any fiscal quarter ending on or after September 30, 2024, and prior to September 30, 2025, 4.50 to 1.00, and (iii) in the case of any fiscal quarter ending on or after September 30, 2025, 4.25 to 1.00; provided that, following the consummation of a Material Acquisition that, on a Pro Forma Basis would result in an increase in the Leverage Ratio, if the Company shall so elect by a notice delivered to the Administrative Agent within 45 days after the end of the fiscal period in which the consummation of such Material Acquisition occurs or in connection with the delivery of a Compliance Certificate, whichever is sooner, the maximum Permitted Leverage Ratio shall be increased by 0.25 to 1.00 at the end of and for the fiscal quarter during which such Material Acquisition shall have been consummated and at the end of and for each of the following three consecutive fiscal quarters; provided, further, that, notwithstanding the foregoing, the maximum Permitted Leverage Ratio, inclusive of any adjustment in connection with a Material Acquisition, shall at no time exceed 5.00 to 1.00.

"Permitted Material Acquisition" means a Permitted Acquisition that is a Material Acquisition.

"Permitted Receivables Facility" means one or more facilities or individual transactions consisting of transfers on one or more occasions by the Company or any of its Restricted Subsidiaries (including through a Receivables Subsidiary) to any third-party buyer, purchaser or lender of interests in Receivables (including collections thereof and any related assets), so long as the sum of the aggregate outstanding principal amount of Third Party Interests incurred pursuant to such facilities or transactions and the principal amount of Receivables transferred and outstanding to any third-party buyer or purchaser does not exceed the greater of (x) $250,000,000 and (y) 5.00% of the book value of the Company's and its consolidated Subsidiaries' Receivables as of the end of the most recent Test Period for which financial statements have been delivered pursuant to Section 5.01(a) or 5.01(b) hereof at any one time; provided, that (a) no portion of the Indebtedness or any other obligation (contingent or otherwise) under such Permitted Receivables Facility shall be guaranteed by the Company or any of its Subsidiaries except as permitted by the following clause (b), (b) there shall be no recourse or obligation to the Company or any of its Subsidiaries whatsoever other than (x) recourse solely attributable to any applicable Standard Receivables Undertakings and (y) recourse solely against the Company's or such Subsidiaries' retained interest in the Receivables Subsidiary which finances the acquisition of the relevant Receivables or residual values related thereto and (c) neither the Company nor any of its Subsidiaries shall have provided, either directly or indirectly, any credit support of any kind in connection with such Permitted Receivables Facility other than as set forth in clause (b) of this definition.

"Permitted Unsecured Refinancing Debt" means unsecured Indebtedness incurred by the Company in the form of one or more series of senior or subordinated unsecured notes or loans; provided that (i) such Indebtedness constitutes Refinancing Term Loan Indebtedness in respect of Term Loans (including portions of Classes of Term Loans), (ii) such Indebtedness is not guaranteed by any Subsidiaries other than the Loan Parties and (iii) such Indebtedness is not secured by any Lien or any property or assets of the Borrower or any Subsidiary.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any "employee pension benefit plan", as defined in Section 3(2) of ERISA (other than a Multiemployer Plan), that is subject to the provisions of Title IV of ERISA, Section 412 of the Code or Section 302 of ERISA and in respect of which the Borrower or any of its ERISA Affiliates is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Platform" means IntraLinks, SyndTrak, ClearPar, or a substantially similar electronic transmission system.

"Post-Acquisition Period" means, with respect to any Material Acquisition or any Material Disposition, the period beginning on the date such transaction is consummated and ending on the last day of the fourth full consecutive fiscal quarter immediately following the date on which such transaction is consummated.

"Prepayment Event" means:

(a) any Disposition (including pursuant to a Sale/Leaseback Transaction or by way of merger or consolidation but excluding any Restricted Payment) of any asset of the Company or any Restricted Subsidiary, including any sale or issuance to a Person other than the Company or any Restricted Subsidiary of Equity Interests in any Restricted Subsidiary, other than (i) Dispositions described in clauses (a) through (h) of Section 6.06, and (ii) the Scheduled Dispositions and (iii) other Dispositions resulting in aggregate Net Proceeds not exceeding (A) $25,000,000 in the case of any single transaction or series of related transactions and (B) $50,000,000 for all such transactions during any fiscal year of the Company;

(b) any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation or similar proceeding of, any asset of the Company or any Restricted Subsidiary other than any resulting in aggregate Net Proceeds not exceeding (A) $25,000,000 in the case of any single transaction or series of related transactions and (B) $50,000,000 for all such transactions during any fiscal year of the Company; or

(c) the incurrence by the Company or any Restricted Subsidiary of any Indebtedness, other than any Indebtedness permitted to be incurred by Section 6.01.

"Prior Credit Agreement" means the Credit Agreement, dated as of August 22, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time on or prior to the Closing Date), among NCR Corporation, as borrower, the lenders and issuing banks party thereto from time to time and JPMorgan Chase Bank, N.A., as administrative agent.

"Private Side Lender Representatives" means, with respect to any Lender, representatives of such Lender that are not Public Side Lender Representatives.

"Pro Forma Adjustment" means, for any Test Period that includes all or any part of a fiscal quarter included in any Post-Acquisition Period, the pro forma increase or decrease in Consolidated EBITDA (including the portion thereof attributable to any assets (including Equity Interests) sold or acquired) projected by the Company in good faith as a result of (a) actions taken during such Post-Acquisition Period for the purposes of realizing reasonably identifiable and factually supportable cost savings or (b) any additional costs incurred during such Post-Acquisition Period, in each case in connection with the combination of the operation of the assets acquired with the operations of the Company and the Subsidiaries or the applicable Disposition; provided that, so long as such actions are taken during such Post-Acquisition Period or such costs are incurred during such Post-Acquisition Period, as applicable, it may be assumed, for purposes of projecting such pro forma increase or decrease to Consolidated EBITDA, that such cost savings will be realizable during the entirety, or such additional costs, as applicable, will be incurred during the entirety of such Test Period; provided, further, that any such pro forma increase or decrease to Consolidated EBITDA shall be without duplication for cost savings or additional costs already included in Consolidated EBITDA for such Test Period.

"Pro Forma Basis", "Pro Forma Compliance" and "Pro Forma Effect" means, with respect to compliance with any test or covenant hereunder required by the terms of this Agreement to be made on a Pro Forma Basis, that (a) to the extent applicable, the Pro Forma Adjustment shall have been made and (b) all Specified Transactions and the following transactions in connection therewith shall be deemed to have occurred as of (or commencing with) the first day of the applicable period of measurement in such test or covenant: (i) income statement items (whether positive or negative) attributable to the property or Person subject to such Specified Transaction (A) in the case of a Material Disposition of all or substantially all Equity Interests in any Subsidiary of the Company (including the Separation) or any division, product line, or facility used for operations of the Company or any of the Subsidiaries, shall be excluded, and (B) in the case of a Permitted Acquisition or Investment described in the definition of "Specified Transaction", shall be included, (ii) any retirement of Indebtedness, (iii) any Indebtedness incurred or assumed by the Company or any of the Subsidiaries in connection therewith and (iv) if any such Indebtedness has a floating or formula rate, such Indebtedness shall be deemed to have accrued an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate that is or would be in effect with respect to such Indebtedness as at the relevant date of determination; provided that, without limiting the application of the Pro Forma Adjustment pursuant to clause (a) above, the foregoing pro forma adjustments may be applied to any such test or covenant solely to the extent that such adjustments are consistent with (and subject to applicable limitations included in) the definition of "Consolidated EBITDA" and give effect to operating expense reductions that are (i) (x) directly attributable to such transaction, (y) expected to have a continuing impact on the Company and the Subsidiaries and (z) factually supportable or (ii) otherwise consistent with the definition of "Pro Forma Adjustment"; provided, further, that except as specified in the applicable provision requiring Pro Forma Compliance, any determination of Pro Forma Compliance required shall be made assuming that compliance with the financial covenant set forth in Section 6.13 is required with respect to the most recent Test Period prior to such time for which financial statements shall have been delivered pursuant to Sections 5.01(a) or 5.01(b).

"Promissory Note" means a Revolving Credit Promissory Note or a Term Promissory Note (as applicable).

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Public Side Lender Representatives" means, with respect to any Lender, representatives of such Lender that do not wish to receive MNPI.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. § 5390(c)(8)(D).

"QFC Credit Support" has the meaning set forth in Section 9.21(a).

"Qualified Equity Interests" means Equity Interests of the Company other than Disqualified Equity Interests.

"Qualifying Equity Proceeds" means on any date with respect to any expenditure to make a Restricted Payment under Section 6.09(a)(vi) or to make a payment in reliance on Section 6.09(b)(vi), the aggregate amount of Net Proceeds received by the Company in respect of sales and issuances of its Equity Interests (other than Disqualified Equity Interests and other than sales or issuances to directors, officers and employees) during the 270-day period ending on the date of such expenditure, less the amount of all other expenditures made during such period and on or prior to such date (i) for such purposes in reliance on such receipts of Net Proceeds or (ii) representing the use of such Net Proceeds to make Permitted Acquisitions or other Investments (other than Permitted Investments).

"Real Estate Asset" has the meaning set forth in the Collateral Agreement.

"Receivable" means any accounts receivable owed to or payable to the Company or a Restricted Subsidiary (whether now existing or arising or acquired in the future) arising in the ordinary course of business from the sale of goods or services, all collateral securing such accounts receivable, all contracts and contract rights and all guarantees or other obligations in respect of such accounts receivable, and all proceeds of such accounts receivable.

"Receivables Subsidiary" means a special purpose entity established as a "bankruptcy remote" Subsidiary for the purpose of acquiring Receivables (including collections thereof and any related assets) in connection with any Permitted Receivables Facility, which shall engage in no operations or activities other than those related to such Permitted Receivables Facility, including the issuance of Third Party Interests or other funding of such Permitted Receivables Facilities and activities reasonably related thereto

"Recipient" has the meaning set forth in Section 2.19(a).

"Refinanced Debt" has the meaning set forth in the definition of "Refinancing Term Loan Indebtedness".

"Refinancing Facility Agreement" means a Refinancing Facility Agreement, in form and substance reasonably satisfactory to the Administrative Agent, among the Company, the Administrative Agent and one or more Refinancing Term Lenders, establishing commitments in respect of Refinancing Term Loans and effecting such other amendments hereto and to the other Loan Documents as are contemplated by Section 2.25.

"Refinancing Indebtedness" means, in respect of any Indebtedness (the "Original Indebtedness"), any Indebtedness that extends, renews or refinances such Original Indebtedness (or any Refinancing Indebtedness in respect thereof); provided that (a) the principal amount of such Refinancing Indebtedness shall not exceed the principal amount of such Original Indebtedness except by an amount no greater than accrued and unpaid interest with respect to such Original Indebtedness and any existing unutilized commitments thereunder and any reasonable fees, premium and expenses relating to such extension, renewal or refinancing; (b) the stated final maturity of such Refinancing Indebtedness shall not be earlier than that of such Original Indebtedness, and such stated final maturity shall not be subject to any conditions that could result in such stated final maturity occurring on a date that precedes the stated final maturity of such Original Indebtedness; (c) such Refinancing Indebtedness shall not be required to be repaid, prepaid, redeemed, repurchased or defeased, whether on one or more fixed dates, upon the occurrence of one or more events or at the option of any holder thereof (except, in each case, upon the occurrence of an event of default or a change in control or as and to the extent such repayment, prepayment, redemption, repurchase or defeasance would have been required pursuant to the terms of such Original Indebtedness) prior to the earlier of (i) the maturity of such Original Indebtedness

and (ii) the date 180 days after the Latest Maturity Date in effect on the date of such extension, renewal or refinancing; provided that, notwithstanding the foregoing, scheduled amortization payments (however denominated) of such Refinancing Indebtedness shall be permitted so long as the weighted average life to maturity of such Refinancing Indebtedness shall be longer than the shorter of (x) the weighted average life to maturity of such Original Indebtedness remaining as of the date of such extension, renewal or refinancing and (y) the weighted average life to maturity of each Class of the Term Loans remaining as of the date of such extension, renewal or refinancing (in each case, determined without giving effect to any prepayments that reduce amortization); (d) such Refinancing Indebtedness shall not constitute an obligation (including pursuant to a Guarantee) of any Subsidiary that shall not have been (or, in the case of after-acquired Subsidiaries, shall not have been required to become) an obligor in respect of such Original Indebtedness, and shall not constitute an obligation of the Company if the Company shall not have been an obligor in respect of such Original Indebtedness, and, in each case, shall constitute an obligation of such Subsidiary or of the Company only to the extent of their obligations in respect of such Original Indebtedness; (e) if such Original Indebtedness shall have been subordinated to the Loan Document Obligations, such Refinancing Indebtedness shall also be subordinated to the Loan Document Obligations on terms not less favorable in any material respect to the Lenders; and (f) such Refinancing Indebtedness shall not be secured by any Lien on any asset other than the assets that secured such Original Indebtedness (or would have been required to secure such Original Indebtedness pursuant to the terms thereof) or, in the event Liens securing such Original Indebtedness shall have been contractually subordinated to any Lien securing the Loan Document Obligations, by any Lien that shall not have been contractually subordinated to at least the same extent.

"Refinancing Term Lender" means any Person that provides a Refinancing Term Loan.

"Refinancing Term Loan Indebtedness" means (a) Permitted Junior Lien Refinancing Debt, (b) Permitted Unsecured Refinancing Debt or (c) Refinancing Term Loans obtained pursuant to a Refinancing Facility Agreement, in each case, issued, incurred or otherwise obtained (including by means of the extension or renewal of existing Indebtedness) in exchange for, or to extend, renew, refinance or replace, in whole or part, existing Term Loans hereunder (including any successive Refinancing Term Loan Indebtedness) (such existing Term Loans and successive Refinancing Term Loan Indebtedness, the "Refinanced Debt"); provided that (i) the principal amount (or accreted value, if applicable) of such Refinancing Term Loan Indebtedness shall not exceed the principal amount (or accreted value, if applicable) of such Refinanced Debt except by an amount equal to the sum of accrued and unpaid interest, accrued fees and premiums (if any) with respect to such Refinanced Debt and fees and expenses associated with the refinancing of such Refinanced Debt with such Refinancing Term Loan Indebtedness; provided, however, that, as part of the same incurrence or issuance of Indebtedness as such Refinancing Term Loan Indebtedness, the Borrower may incur or issue an additional amount of Indebtedness under Section 6.01 without violating this clause (i) (and, for purposes of clarity, (x) such additional amount of Indebtedness shall not constitute Refinancing Term Loan Indebtedness and (y) such additional amount of Indebtedness shall reduce the applicable basket under Section 6.01, if any, on a dollar-for-dollar basis); (ii) the stated final maturity of such Refinancing Term Loan Indebtedness shall not be earlier than 91 days after the Latest Maturity Date of such Refinanced Debt, and such stated final maturity of such Refinancing Term Loan Indebtedness shall not be

subject to any conditions that could result in such stated final maturity occurring on a date that precedes the Latest Maturity Date of such Refinanced Debt; (iii) such Refinancing Term Loan Indebtedness shall not be required to be repaid, prepaid, redeemed, repurchased or defeased, whether on one or more fixed dates, upon the occurrence of one or more events or at the option of any holder thereof (except, in each case, on the stated final maturity date as permitted pursuant to the preceding clause (ii) or upon the occurrence of an event of default, asset sale or a change in control or as and to the extent such repayment, prepayment, redemption, repurchase or defeasance would have been required pursuant to the terms of such Refinanced Debt) prior to the earlier of (A) the latest stated final maturity of such Refinanced Debt and (B) 91 days after the Latest Maturity Date in effect on the date of such extension, renewal or refinancing; provided that, notwithstanding the foregoing, scheduled amortization payments (however denominated) of such Refinancing Term Loan Indebtedness in the form of Refinancing Term Loans shall be permitted so long as the weighted average life to maturity of such Refinancing Term Loan Indebtedness in the form of Refinancing Term Loans shall be no shorter than the weighted average life to maturity of such Refinanced Debt remaining as of the date of such extension, replacement or refinancing; (iv) such Refinancing Term Loan Indebtedness shall not constitute an obligation (including pursuant to a Guarantee) of the Borrower or any Subsidiary, in each case that shall not have been (or, in the case of after-acquired Subsidiaries, shall not have been required to become pursuant to the terms of the Refinanced Debt) an obligor in respect of such Refinanced Debt, and, in each case, shall constitute an obligation of the Borrower or such Subsidiary to the extent of its obligations in respect of such Refinanced Debt and (v) in the case of Refinancing Term Loans, such Refinancing Term Loan Indebtedness shall contain terms and conditions that are not materially more favorable (when taken as a whole) to the investors providing such Refinancing Term Loan Indebtedness than those applicable to the existing Term Loans of the applicable Class being refinanced (other than (A) with respect to pricing, maturity, amortization, optional prepayments and redemption and (B) covenants or other provisions applicable only to periods after the Latest Maturity Date) on the date such Refinancing Term Loan is incurred.

"Refinancing Term Loans" means one or more Classes of term loans incurred by the Company under this Agreement pursuant to a Refinancing Facility Agreement; provided that such Indebtedness constitutes Refinancing Term Loan Indebtedness in respect of Term Loans (including portions of Classes of Term Loans).

"Register" has the meaning set forth in Section 9.04(b)(iv).

"Regulated Bank" means an Approved Commercial Bank that is (i) a U.S. depository institution the deposits of which are insured by the Federal Deposit Insurance Corporation; (ii) a corporation organized under section 25A of the U.S. Federal Reserve Act of 1913; (iii) a branch, agency or commercial lending company of a foreign bank operating pursuant to approval by and under the supervision of the Board of Governors under 12 CFR part 211; (iv) a non-U.S. branch of a foreign bank managed and controlled by a U.S. branch referred to in clause (iii); or (v) any other U.S. or non-U.S. depository institution or any branch, agency or similar office thereof supervised by a bank regulatory authority in any jurisdiction.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the directors, officers, partners, trustees, employees, agents and advisors of such Person and of such Person's Affiliates.

"Release" means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment.

"Relevant Party" has the meaning set forth in Section 2.19(j)(ii).

"Relevant Rate" means with respect to any Credit Extension denominated in (a) Dollars, Term SOFR, (b) Sterling, SONIA and (c) Euros, EURIBOR.

"Removal Effective Date" has the meaning set forth in Section 8.06(b).

"Required Lenders" means, at any time, subject to Section 9.02(e), Lenders having Revolving Credit Exposures, Term Loans and unused Commitments representing more than 50% of the sum of the Aggregate Revolving Credit Exposure, outstanding Term Loans and unused Commitments at such time, in each case, excluding the Loans and Commitments of any Defaulting Lender.

"Rescindable Amount" has the meaning as specified in Section 2.13(b)(ii).

"Resignation Effective Date" has the meaning set forth in Section 8.06(a).

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Restored Lender" has the meaning set forth in Section 2.20.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in the Company or any Restricted Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of, or any other return of capital with respect to, any Equity Interests in the Company or any Restricted Subsidiary (other than any dividend or other distribution payable solely in Equity Interests of the Company (other than Disqualified Equity Interests) or options to purchase Equity Interests of the Company (other than Disqualified Equity Interests)).

"Restricted Subsidiary" means, as to any Person, any subsidiary of such Person that is not an Unrestricted Subsidiary. Unless otherwise specified, "Restricted Subsidiary" shall mean any Restricted Subsidiary of the Company.

"Revaluation Date" means (a) with respect to any Loan, each of the following: (i) each date of a Borrowing of an Alternative Currency Loan, (ii) with respect to an Alternative Currency Daily Rate Loan, each Interest Payment Date, (iii) each date of a continuation of an Alternative Currency Term Rate Loan pursuant to Section 2.02, and (iv) such additional dates as the Administrative Agent shall determine or the Required Lenders shall require; and (b) with respect to any Letter of Credit, each of the following: (i) each date of issuance, amendment and/or extension of a Letter of Credit denominated in an Alternative Currency, (ii) each date of any payment by the applicable L/C Issuer under any Letter of Credit denominated in an Alternative Currency, (iii) in the case of all Existing Letters of Credit denominated in Alternative Currencies, the Closing Date, and (iv) such additional dates as the Administrative Agent or the applicable L/C Issuer shall determine or the Required Lenders shall require.

"Revolving Credit Borrowing" means a borrowing consisting of simultaneous Revolving Credit Loans of the same Type and, in the case of Term SOFR Loans or Alternative Currency Term Rate Loans, having the same Interest Period made by each of the Revolving Credit Lenders pursuant to Section 2.01(c).

"Revolving Credit Commitment" means, as to each Revolving Credit Lender, its obligation to (a) make Revolving Credit Loans to the Borrower pursuant to Section 2.01(c) and (b) purchase participations in L/C Obligations, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule 2.01 under the caption "Revolving Credit Commitment" or opposite such caption in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"Revolving Credit Exposure" means, as to any Lender at any time, the aggregate principal amount at such time of its outstanding Revolving Credit Loans and such Lender's participation in L/C Obligations at such time.

"Revolving Credit Facility" means, at any time, the aggregate amount of the Revolving Credit Lenders' Revolving Credit Commitments at such time.

"Revolving Credit Lender" means, at any time, any Lender that has a Revolving Credit Commitment at such time.

"Revolving Credit Lender Parent" means, with respect to any Revolving Credit Lender, any Person in respect of which such Lender is a subsidiary.

"Revolving Credit Loan" has the meaning specified in Section 2.01(b).

"Revolving Credit Promissory Note" means a promissory note made by the Borrowers in favor of a Revolving Credit Lender evidencing Revolving Credit Loans, as the case may be, made by such Revolving Credit Lender, substantially in the form of Exhibit L.

"S&P" means S&P Global Ratings (f/k/a Standard & Poor's Rating Services), a Standard & Poor's Financial Services LLC business.

"Sale/Leaseback Transaction" means an arrangement relating to property owned by the Company or any Restricted Subsidiary whereby the Company or such Restricted Subsidiary sells or transfers such property to any Person and the Company or any Restricted Subsidiary leases such property, or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred, from such Person or its Affiliates.

"Same Day Funds" means (a) with respect to disbursements and payments in Dollars, immediately available funds, and (b) with respect to disbursements and payments in an Alternative Currency, same day or other funds as may be determined by the Administrative Agent or the L/C Issuers, as the case may be, to be customary in the place of disbursement or payment for the settlement of international banking transactions in the relevant Alternative Currency.

"Sanctioned Country" means, at any time, a country, region or territory that is itself the subject or target of any country-wide or territory-wide Sanctions (which consists of, at the Closing Date, Cuba, Iran, North Korea, Syria and the Crimea, so-called Donetsk People's Republic, so-called Luhansk People's Republic regions of Ukraine, and the non-government controlled areas of the Zaporizhzhia and Kherson oblasts of Ukraine).

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, any European Union member state or His Majesty's Treasury of the United Kingdom, (b) any Person organized or resident in a Sanctioned Country or (c) any Person owned 50% or more by or controlled by any Person or Persons described in the preceding clause (a) or (b).

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State or (b) the United Nations Security Council, the European Union, any European Union member state or His Majesty's Treasury of the United Kingdom.

"Scheduled Dispositions" means the Dispositions to be effected after the Closing Date to the extent set forth in the letters provided to the Administrative Agent prior to the Closing Date.

"Scheduled Unavailability Date" has the meaning specified in Section 2.09(c)(ii).

"SEC" means the United States Securities and Exchange Commission.

"Section 956 Impact" means any incremental tax liability resulting or anticipated to result from the application of Section 956 of the Code (determined without regard to any tax attributes), regardless of a CFC's current or accumulated earning and profits (as defined within Section 312 of the Code).

"Secured Cash Management Obligations" means the due and punctual payment and performance of any and all obligations of the Company and each Restricted Subsidiary (whether absolute or contingent and however and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor)) arising in respect of Cash Management Services that (a) were owed on the Closing Date to a Person that was a Lender or an Affiliate of a Lender as of the Closing Date or (b) are owed to a Person that is a Lender or an Affiliate of a Lender at the time such obligations are incurred; it being understood that each counterparty thereto (other than the Company or any of its Restricted Subsidiaries) shall be deemed (i) to appoint the Administrative Agent as its agent under the applicable Loan Documents and (ii) to agree to be bound by the provisions of Article VIII and Sections 9.03 and 9.09 of this Agreement and the Intercreditor Agreement and each other Acceptable Intercreditor Agreement as if it were a Lender.

"Secured Hedge Obligations" means the due and punctual payment and performance of any and all obligations of the Company and each Restricted Subsidiary arising under each Hedging Agreement that (a) was in effect on the Closing Date with a counterparty that was a Lender or an Affiliate of a Lender as of the Closing Date or (b) is entered into after the Closing Date with a counterparty that is a Lender or an Affiliate of a Lender at the time such Hedging Agreement is entered into; provided that the term "Secured Hedge Obligations" when used in reference to any Restricted Subsidiary that is a Guarantor or a Grantor, shall not include any Excluded Swap Obligation of such Restricted Subsidiary; it being understood that each counterparty thereto (other than the Company or any of its Restricted Subsidiaries) shall be deemed (i) to appoint the Administrative Agent as its agent under the applicable Loan Documents and (ii) to agree to be bound by the provisions of Article VIII and Sections 9.03 and 9.09 of this Agreement and the Intercreditor Agreement and each other Acceptable Intercreditor Agreement as if it were a Lender.

"Secured Leverage Ratio" means, on any date, the ratio of (a) Consolidated Total Secured Debt as of such date to (b) Consolidated EBITDA for the period of four consecutive fiscal quarters of the Company most recently ended on or prior to such date.

"Secured Parties" has the meaning set forth in the Collateral Agreement.

"Secured Performance Support Obligations" means the due and punctual payment and performance of any and all obligations of the Company and each Restricted Subsidiary (whether absolute or contingent and however and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor)) arising in respect of each Performance Support Instrument (a) that (i) was outstanding on the Closing Date and issued or provided by a Person that was a Lender or an Affiliate of a Lender as of the Closing Date or (ii) is issued or provided after the Closing Date by a Person that is a Lender or an Affiliate of a Lender at the time such Performance Support Instrument is issued or provided, (b) that has been designated by the Company as a Performance Support Instrument pursuant to a written notice to the provider of such Performance Support Instrument specifying the maximum aggregate amount that may become due thereunder and that shall, subject to the next succeeding sentence, be secured hereby; provided that, subject to the following clause (c), the Company may update the maximum aggregate amount with respect to any Performance Support Instrument from time to time by written notice to the provider of such Performance Support Instrument (such maximum aggregate amount, as updated from time to time, its "Instrument Exposure") and (c) which, at the time of such designation or update, as applicable, does not result in that result in the aggregate amount of Instrument Exposures in respect of all Performance Support Instruments then outstanding exceeding $150,000,000; it being understood that each counterparty thereto (other than the Company or any of its Restricted Subsidiaries) shall be deemed (i) to appoint the Administrative Agent as its agent under the applicable Loan Documents and (ii) to agree to be bound by the provisions of Article VIII and Sections 9.03 and 9.09 of this Agreement and the Intercreditor Agreement and each other Acceptable Intercreditor Agreement as if it were a Lender. The Company shall not less than once in each fiscal quarter provide a summary written statement to the Administrative Agent of the Secured Performance Support Obligations outstanding as of the date of such statement, specifying each Performance Support Instrument, the provider thereof and the maximum aggregate amount that may become due thereunder and that shall be secured hereby. Each such summary statement shall include an aggregate amount of Instrument Exposures in

respect of all Performance Support Instruments then outstanding not to exceed $150,000,000 as of the date of such statement, it being understood that if following the delivery of any such statement the Company shall designate additional Secured Performance Support Obligations that result in the aggregate amount of Instrument Exposures in respect of all Performance Support Instruments then outstanding exceeding $150,000,000, the additional Secured Performance Support Obligations designated after the date of the most recently delivered summary statement shall be reduced ratably by the aggregate amount of reduction required so that the aggregate amount of Instrument Exposures in respect of all Performance Support Instruments then outstanding shall equal $150,000,000.

"Securities Act" means the United States Securities Act of 1933.

"Security Documents" means the Collateral Agreement, the IP Security Agreements and each other security agreement or other instrument or document executed and delivered pursuant to Sections 5.03 or 5.12 to secure the Obligations.

"Seller's Retained Interests" means the debt or equity interests held by the Company or a Restricted Subsidiary in a Receivables Subsidiary to which Receivables have been transferred in a Permitted Receivables Facility permitted by Section 6.06, including any Intercompany Permitted Receivables Facility Note or equity received in consideration for the Receivables transferred.

"Settlement Lien" means a Lien securing obligations arising under or related to any "settlement" or settlement obligation that attaches to (i) settlement assets (including any assignment of settlement assets in consideration of settlement payments), (ii) any intraday or overnight overdraft or automated clearing house exposure or asset specifically related to settlement assets, (iii) loss reserve accounts specifically related to settlement assets, (iv) merchant suspense funds specifically related to settlement assets or (v) Excluded Merchant Reserve and Settlement Accounts; provided that such Liens shall not apply to any Collateral.

"Senior Bridge Facility" means any senior secured or unsecured bridge loan facility provided by banks and other financial institutions to the Company to provide a portion of the cash consideration payable for a Permitted Material Acquisition.

"Senior Bridge Loans" means any bridge loans incurred in connection with a Permitted Material Acquisition.

"Separation" means the separation of NCR Atleos, LLC (which is expected to be renamed NCR Atleos Corporation prior to the date of the Separation) from the Company into an independent publicly-traded company, as described more fully in the Form 10.

"Separation Agreements" means, collectively, a separation and distribution agreement (the "Separation and Distribution Agreement"), tax matters agreement, employee matters agreement, trademark license agreement and patent and technology cross-license agreement.

"Separation and Distribution Agreement" has the meaning assigned to it in the definition of "Separation Agreements".

"Separation Transactions" means, collectively, the Separation and the execution, delivery and performance of the Separation Agreements.

"Series" has the meaning set forth in Section 2.21(b).

"SOFR" means the Secured Overnight Financing Rate as administered by the Federal Reserve Bank of New York (or a successor administrator).

"SOFR Adjustment" means 0.10%.

"SOFR Administrator" means the Federal Reserve Bank of New York, as the administrator of SOFR, or any successor administrator of SOFR designated by the Federal Reserve Bank of New York or other Person acting as the SOFR Administrator at such time that is satisfactory to the Administrative Agent.

"SOFR Scheduled Unavailability Date" has the meaning specified in Section 2.09(b)(ii).

"SONIA" means, with respect to any applicable determination date, the Sterling Overnight Index Average Reference Rate published on the fifth Business Day preceding such date on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time); provided however that if such determination date is not a Business Day, SONIA means such rate that applied on the first Business Day immediately prior thereto.

"Special Dividend" means the payment by NCR Atleos Corporation (f/k/a NCR Atleos, LLC) of a dividend or distribution to the Company or its subsidiaries in connection with the Separation in an amount not to exceed $3.0 billion.

"Special Notice Currency" means at any time an Alternative Currency, other than the currency of a country that is a member of the Organization for Economic Cooperation and Development at such time located in North America or Europe.

"Specified ECF Percentage" means, with respect to any fiscal year of the Company, (a) if the Secured Leverage Ratio as of the last day of such fiscal year is greater than 2.25 to 1.00, 50%, (b) if the Secured Leverage Ratio as of the last day of such fiscal year is greater than 1.50 to 1.00 but less than or equal to 2.25 to 1.00, 25%, and (c) if the Secured Leverage Ratio as of the last day of such fiscal year is less than or equal to 1.50 to 1.00, 0%.

"Specified Representations" means the representations and warranties set forth in Sections 3.01(a) (solely with respect to the Company and each Foreign Borrower), 3.02, 3.03(c) (solely with respect to the Loan Parties), 3.03(d) (solely with respect to this Agreement and any then-existing indentures, other than with regard to any agreements governing Indebtedness being repaid in connection with the applicable Limited Condition Acquisition), 3.08, 3.12, 3.14, 3.15 and 3.16 (solely with respect to the use of proceeds).

"Specified Transaction" means, with respect to any period, any Investment, Disposition, incurrence or repayment of Indebtedness or Restricted Payment that by the terms of this Agreement requires "Pro Forma Compliance" with a test or covenant hereunder or requires such test or covenant to be calculated on a "Pro Forma Basis".

"Standard Receivables Undertakings" means any representations, warranties, covenants and indemnities made by, and repurchase and other obligations of, the Company or a Subsidiary that are customary for a seller or servicer of assets transferred in connection with a Permitted Receivables Facility, as determined in good faith by the Company or such Subsidiary.

"Sterling" or "£" means lawful currency of the United Kingdom.

"Subordinated Indebtedness" of any Person means any Indebtedness of such Person that is subordinated in right of payment to any other Indebtedness of such Person.

"Subsequent Maturity Date" has the meaning set forth in Section 2.03(d).

"Subsequent Transaction" has the meaning set forth in Section 1.04(c).

"subsidiary" means, with respect to any Person (the "parent") at any date, (a) any Person the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date and (b) any other Person (i) of which Equity Interests representing more than 50% of the equity value or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (ii) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary" means any subsidiary of the Company.

"Subsidiary Loan Party" means each Restricted Subsidiary that is (or that will become on the Closing Date) a "Grantor" or "Guarantor" under and as defined in the Collateral Agreement. Notwithstanding anything to the contrary, no CFC shall be a Subsidiary Loan Party.

"Successor Rate" has the meaning specified in Section 2.09(b).

"Supplier" has the meaning set forth in Section 2.19(j)(ii).

"Supported QFC" has the meaning set forth in Section 9.21(a).

"Swap Obligation" means, with respect to any Guarantor or Grantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "*swap*" within the meaning of section 1a(47) of the Commodity Exchange Act.

"Synthetic Lease" means, as to any Person, any lease (including leases that may be terminated by the lessee at any time) of real or personal property, or a combination thereof, (a) that is accounted for as an operating lease under GAAP and (b) in respect of which the lessee is deemed to own the property so leased for U.S. Federal income tax purposes, other than any such lease under which such Person is the lessor.

"Synthetic Lease Obligations" means, as to any Person, an amount equal to the capitalized amount of the remaining lease payments under any Synthetic Lease (determined, in the case of a Synthetic Lease providing for an option to purchase the leased property, as if such purchase were required at the end of the term thereof) that would appear on a balance sheet of such Person prepared in accordance with GAAP if such obligations were accounted for as Capital Lease Obligations. For purposes of Section 6.02, a Synthetic Lease Obligation shall be deemed to be secured by a Lien on the property being leased and such property shall be deemed to be owned by the lessee.

"T2" means the real time gross settlement system operated by the Eurosystem, or any successor system.

"TARGET Day" means any day on which T2 is open for the settlement of payments in Euro.

"Tax Administrative Questionnaire" means a Tax Administrative Questionnaire in a form supplied by the Administrative Agent.

"Taxes" means any present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term Borrowing" means either a Term borrowing, the Incremental Term Loans and/or the Refinancing Term Loans, as the context requires.

"Term Commitment" means, as to each Term Lender, its obligation to make Term Loans to the Borrower pursuant to Section 2.01(a) in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule 2.01 under the caption "Term Commitment" or opposite such caption in the Assignment and Assumption pursuant to which such Term Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"Term Facility" means, at any time, (a) on or prior to the Closing Date, the aggregate amount of the Term Commitments at such time and (b) thereafter, the aggregate principal amount of the Term Loans of all Term Lenders outstanding at such time.

"Term Lender" means (a) at any time on or prior to the Closing Date, any Lender that has a Term Commitment at such time and (b) at any time after the Closing Date, any Lender that holds Term Loans at such time.

"Term Loan" means an advance made by any Term Lender under the Term Facility.

"Term Loan Exposure" means, as to any Lender at any time, the aggregate Outstanding Amount at such time of its Term Loans; provided that at any time prior to the making of the Term Loans, the Term Loan Exposure of any Lender shall be equal to such Lender's Term Commitment.

"Term Promissory Note" means a promissory note made by the Company in favor of a Term Lender evidencing Term Loans made by such Term Lender, substantially in the form of Exhibit L.

"Term SOFR" means:

(a) for any Interest Period with respect to a Term SOFR Loan, the rate per annum equal to the Term SOFR Screen Rate two U.S. Government Securities Business Days prior to the commencement of such Interest Period with a term equivalent to such Interest Period; provided that if the rate is not published prior to 11:00 a.m. on such determination date then Term SOFR means the Term SOFR Screen Rate on the first U.S. Government Securities Business Day immediately prior thereto, in each case, plus the SOFR Adjustment for such Interest Period; and

(b) for any interest calculation with respect to a Base Rate Loan on any date, the rate per annum equal to the Term SOFR Screen Rate with a term of one month commencing that day;

provided that if the Term SOFR determined in accordance with either of the foregoing provisions (a) or (b) of this definition would otherwise be less than zero, the Term SOFR shall be deemed zero for purposes of this Agreement.

"Term SOFR Loan" means a Loan that bears interest at a rate based on clause (a) of the definition of "Term SOFR".

"Term SOFR Replacement Date" has the meaning set forth in Section 2.09(b).

"Term SOFR Screen Rate" means the forward-looking SOFR term rate administered by CME (or any successor administrator satisfactory to the Administrative Agent) and published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time).

"Termination Date" means the date on which (a) all the Revolving Credit Commitments have expired or terminated, (b) all Obligations, the principal of and interest on each Loan and all fees, expenses and other amounts outstanding, in each case, to the extent then owing, due and payable under and in respect of any Loan Document (other than (i) contingent indemnification obligations and expense reimbursement obligations for which no claim or demand has been made, (ii) obligations set forth in the provisions of any Loan Document that by their express terms survive termination of this Agreement, and (iii) Secured Hedge Obligations and Secured Cash Management Obligations) have been paid in full and (c) all Letters of Credit have expired or have been terminated (or have been (i) collateralized or back-stopped by a letter of credit or otherwise in a manner reasonably satisfactory to the applicable L/C Issuer or (y) deemed reissued under another agreement in a manner reasonably satisfactory to the applicable L/C Issuer).

"Test Period" means, at any date of determination, the period of four consecutive fiscal quarters of the Company then last ended.

"Third Party Interests" means, with respect to any Permitted Receivables Facility, notes, bonds or other debt instruments, beneficial interests in a trust, undivided ownership interests in Receivables or other securities issued for cash consideration by the relevant Receivables Subsidiary to banks, financing conduits, investors or other financing sources (other than the Company and the Restricted Subsidiaries) the proceeds of which are used to finance, in whole or in part, the purchase by such Receivables Subsidiary of Receivables in a Permitted Receivables Facility. The amount of any Third Party Interests at any time shall be deemed to equal the aggregate principal, stated or invested amount of such Third Party Interests which are outstanding at such time.

"Total Revolving Credit Outstandings" means the aggregate Outstanding Amount of all Revolving Credit Loans and L/C Obligations.

"Transaction Costs" means the fees, expenses and other amounts incurred in connection with the Transactions.

"Transactions" means (a) the execution, delivery and performance by each Loan Party of the Loan Documents to which it is to be a party, the borrowing of Loans, the use of the proceeds thereof and the issuance and use of Letters of Credit under this Agreement, (b) the Separation Transactions and (c) the payment of Transaction Costs.

"Type" means, with respect to a Loan, its character as a Base Rate Loan, a Term SOFR Loan, an Alternative Currency Daily Rate Loan or an Alternative Currency Term Rate Loan.

"UCP" means the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600 (or such later version thereof as may be in effect at the applicable time).

"UK Borrower" means any Borrower (i) that is organized or formed under the laws of the United Kingdom or (ii) payments from which under this Agreement or any other Loan Document are subject to withholding Taxes imposed by the laws of the United Kingdom.

"UK Borrower DTTP Filing" means an HMRC Form DTTP2 duly completed and filed by the relevant Loan Party, which:

(a) where it relates to a UK Treaty Lender that is a Lender on the date of this Agreement, contains the scheme reference number and jurisdiction of tax residence opposite that Lender's name in Schedule 1.1(i), and

(i) where the Loan Party is a Loan Party on the date of this Agreement, is filed with HMRC within 30 Business Days after the date of this Agreement; or

(ii) where the Loan Party becomes a Loan Party after the date of this Agreement, is filed with HMRC within 30 Business Days after the date on which that Loan Party becomes a Loan Party under this Agreement; or

(b) where it relates to a UK Treaty Lender that becomes a Lender after the Closing Date, contains the scheme reference number and jurisdiction of tax residence in the relevant Assignment and Assumption, and

(i) where the Loan Party is a Loan Party on the date such UK Treaty Lender becomes a Lender under this Agreement ("New Lender Date"), is filed with HMRC within 30 Business Days after the New Lender Date; or

(ii) where the Loan Party becomes a Loan Party under this Agreement after the New Lender Date, is filed with HMRC within 30 Business Days after the date on which that Loan Party becomes a Loan Party under this Agreement.

"UK Corporation Tax Act" means the Corporation Tax Act 2009 of the United Kingdom.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Qualifying Lender" means a Lender which is beneficially entitled to interest payable to that Lender in respect of an advance under a Loan Document and is:

(a) a Lender:

(i) which is a bank (as defined for the purpose of section 879 of the UK Taxes Act) making an advance under a Loan Document and is within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance or would be within such charge as respects such payment apart from section 18A of the UK Corporation Tax Act; or

(ii) in respect of an advance made under a Loan Document by a person that was a bank (as defined for the purpose of section 879 of the UK Taxes Act) at the time that that advance was made and within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance; or

(b) a Lender which is:

(i) a company resident in the United Kingdom for United Kingdom tax purposes;

(ii) a partnership each member of which is (A) a company resident in the United Kingdom or (B) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the UK Corporation Tax Act) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the UK Corporation Tax Act;

(iii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the UK Corporation Tax Act) of that company; or

(c) a UK Treaty Lender.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"UK Tax Confirmation" means a confirmation by a Lender that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Loan Document is either:

(a) a company resident in the United Kingdom for United Kingdom tax purposes;

(b) a partnership each member of which is (A) a company resident in the United Kingdom or (B) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the UK Corporation Tax Act) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the UK Corporation Tax Act; or

(c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (for the purposes of section 19 of the UK Corporation Tax Act) of that company.

"UK Taxes Act" means the Income Tax Act 2007 of the United Kingdom.

"UK Treaty Lender" means a Lender which is treated as a resident of a UK Treaty State for the purposes of the Treaty, does not carry on a business in the United Kingdom through a permanent establishment with which that Lender's participation in the Loan is effectively connected and, subject to the completion of procedural formalities, meets all other conditions in the UK Treaty for full exemption from tax imposed by the United Kingdom.

"UK Treaty State" means a jurisdiction having a double taxation agreement (a "UK Treaty") with the United Kingdom, which makes provision for full exemption from tax imposed by the United Kingdom on interest.

"Uniform Commercial Code" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"Unreimbursed Amount" has the meaning specified in Section 2.03(f).

"Unrestricted Cash" means, as of any date, unrestricted cash and cash equivalents owned by the Company and the Restricted Subsidiaries that are not, and are not presently required under the terms of any agreement or other arrangement binding on the Company or any Restricted Subsidiary on such date to be, (a) pledged to or held in one or more accounts under the control of one or more creditors of the Company or any Restricted Subsidiary (other than to secure the Loan Document Obligations), (b) otherwise segregated from the general assets of the Company and the Restricted Subsidiaries, in one or more special accounts or otherwise, for the purpose of securing or providing a source of payment for Indebtedness or other obligations that are or from time to time may be owed to one or more creditors of the Company or any Restricted Subsidiary (other than to secure the Loan Document Obligations) or (c) held by a Restricted Subsidiary that is not wholly-owned or that is subject to restrictions (in the case of foreign laws or approvals of foreign Governmental Authorities applicable to Foreign Subsidiaries, of which the Company has actual knowledge) on its ability to pay dividends or distributions; provided that Unrestricted Cash on any date will include the pro rata share (based on their relative holdings of Equity Interests entitled to dividends and distributions) of the Company and its wholly-owned Restricted Subsidiaries of the Unrestricted Cash of any non-wholly owned Restricted Subsidiary not subject to such restrictions. It is agreed that cash and cash equivalents held in ordinary deposit or security accounts and not subject to any existing or contingent restrictions on transfer by the Company or a Restricted Subsidiary will not be excluded from Unrestricted Cash by reason of setoff rights or other Liens created by law or by applicable account agreements in favor of the depositary institutions or security intermediaries or Liens to secure the Loan Document Obligations; provided further that, any cash that is subject to a Settlement Lien or is included in any Excluded Merchant Reserve and Settlement Account or is connected with any BIN arrangement shall not constitute Unrestricted Cash.

"Unrestricted Subsidiary" means (a) any Subsidiary of the Company that is listed on Schedule 3.11A hereto or designated by the Company as an Unrestricted Subsidiary after the Closing Date pursuant to Section 5.15 and (b) any Subsidiary of any Unrestricted Subsidiary.

"U.S. Government Securities Business Day" means any Business Day, except any Business Day on which any of the Securities Industry and Financial Markets Association, the New York Stock Exchange or the Federal Reserve Bank of New York is not open for business because such day is a legal holiday under the federal laws of the United States or the laws of the State of New York, as applicable.

"U.S. Person" means a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"U.S. Special Resolution Regime" has the meaning set forth in Section 9.21(a).

"U.S. Tax Certificate" has the meaning set forth in Section 2.19(f)(ii)(D)(2).

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001.

"VAT" means: (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/122); and (b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in clause (a) above, or imposed elsewhere.

"Weighted Average Yield" means, at any time, with respect to any Loan, the weighted average yield to stated maturity of such Loan based on the interest rate or rates applicable thereto and giving effect to all upfront or similar fees or original issue discount payable to the Lenders advancing such Loan with respect thereto and to any interest rate "floor". For purposes of determining the Weighted Average Yield of any floating rate Indebtedness at any time, the rate of interest applicable to such Indebtedness at such time shall be assumed to be the rate applicable at all times prior to maturity; provided that appropriate adjustments shall be made for any changes in rates of interest provided for in the documents governing such Indebtedness (other than those resulting from fluctuations in interbank offered rates, prime rates, Federal funds rates or other external indices not influenced by the financial performance or creditworthiness of the Company or any other Restricted Subsidiary). Determinations of the Weighted Average Yield of any Loans for purposes of Section 2.19 shall be made by the Administrative Agent at the request of the Company and in a manner determined by the Administrative Agent to be consistent with accepted financial practice, and any such determination shall be conclusive, absent manifest error.

"wholly-owned", when used in reference to a subsidiary of any Person, means that all the Equity Interests in such subsidiary (other than directors' qualifying shares and other nominal amounts of Equity Interests that are required to be held by other Persons under applicable law) are owned, beneficially and of record, by such Person, another wholly-owned subsidiary of such Person or any combination thereof.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Withholding Agent" means any Loan Party or the Administrative Agent.

"Write-Down and Conversion Powers" means:

(a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule; and

(b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

SECTION 1.02. Classification of Loans and Borrowings. For purposes of this Agreement, Loans and Borrowings may be classified and referred to by Class (e.g., a "Revolving Loan" or "Revolving Borrowing") or by Type (e.g., an "Alternative Currency Term Rate Loan" or "Alternative Currency Term Rate Borrowing") or by Class and Type (e.g., an "Alternative Currency Term Rate Revolving Loan" or "Alternative Currency Term Rate Revolving Borrowing").

SECTION 1.03. Terms Generally. (a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all real and personal, tangible and intangible assets and properties, including cash, securities, accounts and contract rights. The word "law" shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply), and all judgments, orders, writs and decrees, of all Governmental Authorities. Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document (including this Agreement and the other Loan Documents) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), (c) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to any restrictions on assignment set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (f) references to "the date hereof" and "the date of this Agreement" shall be deemed to refer to the Closing Date.

(b) In this Agreement, where it relates to a Dutch entity, a reference to:

(i) a necessary action to authorise, where applicable, includes without limitation:

(A) any action required to comply with the Dutch Works Council Act (*Wet op de ondernemingsraden*); and

(B) obtaining unconditional positive advice (*advies*) from each competent works council and, if such advice is not unconditional, confirmation from the Company that the conditions set by the works' council are and will be complied with;

(ii) a winding-up, administration or dissolution includes a Dutch entity being:

(A) declared bankrupt (*failliet verklaard*);

(B) dissolved (*ontbonden*);

(iii) a moratorium includes *surseance van betaling* and granted a moratorium includes *surseance verleend*;

(iv) a liquidator includes a "*curator*";

(v) an administrator includes a *bewindvoerder*;

(vi) a receiver or an administrative receiver does not include a *curator* or *bewindvoerder*; and

(vii) an attachment includes a *beslag*.

SECTION 1.04. Accounting Terms; GAAP; Pro Forma Calculations. (a) Except as otherwise expressly provided herein, all terms of an accounting or financial nature used herein shall be construed in accordance with GAAP as in effect from time to time; provided that (i) if the Company, by notice to the Administrative Agent, shall request an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent or the Required Lenders, by notice to the Company, shall request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith and (ii) notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, (A) without giving effect to (I) any election under Statement of Financial Accounting Standards 159, The Fair Value Option for Financial Assets and Financial Liabilities, or any successor thereto (including pursuant to the Accounting Standards Codification), or under any similar accounting standard, to value any Indebtedness of the Company or any Restricted Subsidiary at "fair value" or any similar valuation standard, as defined therein and (II) unless the Company notifies the Administrative Agent in writing of its election to cease doing so (which notice shall be included as part of a Compliance Certificate), any change in accounting for leases pursuant to GAAP resulting from the adoption of Financial Accounting Standards Board Accounting Standards Update No. 2016-02, Leases (Topic 842) ("FAS 842"), to the extent such adoption would require (x) treating any lease (or similar arrangement conveying the right to use) as a capital lease where such lease (or similar arrangement) would not have been required to be so treated under GAAP as in effect on December 31, 2015 or (y) recognizing liabilities on the balance sheet with respect to operating leases under FAS 842, and (B) without giving effect to any

treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof. For purposes of the foregoing, any change by the Company in its accounting principles and standards to adopt International Financial Reporting Standards, regardless of whether required by applicable laws and regulations, will be deemed a change in GAAP. Notwithstanding the foregoing, none of the Company, the Administrative Agent and the Required Lenders may give a notice requesting any amendment pursuant to clause (i) of the proviso to the first sentence of this Section 1.04 in respect of the proposed or actual adoption by the Company of Mark-to-Market Pension Accounting as permitted by Accounting Standards Codification (ASC) 715-30, unless the accounting principles or application thereof proposed to be adopted or adopted, as the case may be, or the consequences of such adoption, differ materially from those described in the definition of "Mark-to-Market Pension Accounting" herein, including the description set forth in Annex A.

(b) For purposes of determining compliance with any test or covenant contained in this Agreement with respect to any period during which any Material Acquisition or Material Disposition occurs, Consolidated EBITDA, the Leverage Ratio and the Secured Leverage Ratio shall be calculated with respect to such period and with respect to such Material Acquisition or Material Disposition on a Pro Forma Basis.

(c) Notwithstanding anything to the contrary contained herein, in connection with any action being taken solely in connection with a Limited Condition Acquisition, for purposes of:

(i) determining compliance with any provision of this Agreement (other than actual compliance with the financial covenant in Section 6.13) which requires the calculation of any financial ratio or test, including the Leverage Ratio and the Secured Leverage Ratio; or

(ii) testing availability under baskets set forth in this Agreement (including baskets measured as a percentage of Consolidated EBITDA or Consolidated Total Assets);

in each case, at the option of the Company (the Company's election to exercise such option in connection with any Limited Condition Acquisition, an "LCT Election"), the date of determination of whether any such action is permitted hereunder shall be deemed to be (i) in the case of any acquisition (including by way of merger) or Investment (including the assumption or incurrence of Indebtedness or the re-classification of Indebtedness permitted hereunder in connection therewith), the date the definitive agreement for such Limited Condition Acquisition is entered into, (ii) in the case of any Restricted Payment, the date of the declaration of such Restricted Payment, and (iii) in the case of any voluntary or optional payment or prepayment on or redemption or acquisition for value of any Indebtedness subject to Section 6.09, the date of delivery of irrevocable (which may be conditional) notice with respect to such payment or prepayment on or redemption or acquisition of such Indebtedness (the date such definitive agreement is entered into, the date of declaration of such Restricted Payment or the date of such

notice, as applicable, the "LCT Test Date"), and if, after giving Pro Forma Effect to the Limited Condition Acquisition and the other transactions to be entered into in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof), the Company would have been permitted to take such action on the relevant LCT Test Date in compliance with such ratio, test or basket, such ratio, test or basket shall be deemed to have been complied with. For the avoidance of doubt, if the Company has made an LCT Election and any of the ratios, tests or baskets for which compliance was determined or tested as of the LCT Test Date are exceeded as a result of fluctuations in any such ratio, test or basket, including due to fluctuations in Consolidated EBITDA or Consolidated Total Assets of the Company or the Person subject to or being acquired in such Limited Condition Acquisition, at or prior to the consummation of the relevant transaction or action, such baskets, tests or ratios will not be deemed to have been exceeded as a result of such fluctuations. If the Company has made an LCT Election for any Limited Condition Acquisition, then in connection with any subsequent calculation of any ratio, test or basket availability with respect to the incurrence of Indebtedness or Liens, the making of Restricted Payments, the making of any Investment, Dispositions, mergers, the conveyance, lease or other transfer of all or substantially all of the assets of the Company, the prepayment, redemption, purchase, defeasance or other satisfaction of Indebtedness, or the designation of an Unrestricted Subsidiary (a "Subsequent Transaction") following the relevant LCT Test Date and prior to the earlier of the date on which such Limited Condition Acquisition is consummated or the date that the definitive agreement for such Limited Condition Acquisition is terminated or expires without consummation of such Limited Condition Acquisition, for purposes of determining whether such Subsequent Transaction is permitted under this Agreement, any such ratio, test or basket shall be tested by calculating the availability under such ratio, test or basket on a Pro Forma Basis assuming such Limited Condition Acquisition and other transactions in connection therewith have been consummated (including any incurrence of Indebtedness and any associated Lien and the use of proceeds thereof).

In connection with any action being taken in connection with a Limited Condition Acquisition (other than a Credit Extension under the Revolving Credit Commitments), for purposes of determining compliance with any provision of this Agreement which requires that no Default, Event of Default or specified Event of Default, as applicable, has occurred, is continuing or would result from any such action, as applicable, or that the representations and warranties be true and correct, such condition shall, at the option of the Company, be deemed satisfied, so long as no Default, Event of Default or specified Event of Default, as applicable, exists or that the representations and warranties are true and correct, as applicable, on (i) in the case of any acquisition (including by way of merger) or Investment (including the assumption or incurrence of Indebtedness or the re-classification of Indebtedness permitted hereunder in connection therewith), the date the definitive agreement for such Limited Condition Acquisition is entered into, (ii) in the case of any Restricted Payment, the date of the declaration of such Restricted Payment, and (iii) in the case of any voluntary or optional payment or prepayment on or redemption or acquisition for value of any Indebtedness subject to Section 6.09, the date of delivery of irrevocable notice with respect to such payment or prepayment on or redemption or acquisition of such Indebtedness. For the avoidance of doubt, if the Company has made an LCT Election, and any Default, Event of Default or specified Event of Default occurs, or any representations and warranties are not true and correct, following the date the definitive agreements for the applicable Limited Condition Acquisition were entered into (or other applicable date described above) and prior to the consummation of such Limited Condition Acquisition, any

such Default, Event of Default or specified Event of Default shall be deemed to not have occurred or be continuing and that the representations and warranties shall be deemed to be true and correct for purposes of determining whether any action being taken in connection with such Limited Condition Acquisition is permitted hereunder.

If the Company shall make any LCT Election in accordance with this Section 1.04(c), the Company shall be permitted to subsequently revoke such LCT Election by providing written notice to the Administrative Agent at any time prior to the consummation of the Limited Condition Acquisition and, upon receipt of such notice, (x) the LCT Test Date shall be deemed instead to be the date of the consummation of such acquisition or Investment, the date such Restricted Payment is to be made or the date such payment or prepayment on, redemption or acquisition of Indebtedness is to be made, as the case may be, and (y) in connection with any subsequent calculation of any ratio, test or basket availability with respect to any Subsequent Transaction following the revocation of any such LCT Election (and prior to the date on which such Limited Condition Acquisition is consummated), for purposes of determining whether such Subsequent Transaction is permitted under this Agreement, any such ratio, test or basket shall be tested by calculating the availability under such ratio, test or basket on a Pro Forma Basis assuming such Limited Condition Acquisition and other transactions in connection therewith have not yet been consummated.

(d) Notwithstanding anything to the contrary herein, (x) with respect to any amounts incurred or transactions entered into (or consummated) in reliance on a provision of any Loan Document that does not require compliance with a financial ratio or test (including, without limitation, Pro Forma Compliance with Section 6.13 hereof, any Leverage Ratio test and/or any Secured Leverage Ratio test) (such provision, a "Fixed Amount Basket" and any such amount incurred or transaction entered into (or consummated) in reliance on such provision, the "Fixed Amount") substantially concurrently with any amounts incurred or transactions entered into (or consummated) in reliance on a provision of any Loan Document that requires compliance with any such financial ratio or test (such provision, an "Incurrence Based Basket" and any such amount incurred or transaction entered into (or consummated) in reliance on such provision, the "Incurrence Based Amounts"), it is understood and agreed that, for purposes of this Agreement, the Fixed Amounts shall be disregarded in the calculation of the financial ratio or test applicable to the Incurrence Based Amounts in connection with such substantially concurrent incurrence, except that incurrences of Indebtedness and Liens constituting Fixed Amounts shall be taken into account for purposes of Incurrence Based Amounts other than Incurrence Based Amounts contained in Section 2.21, Section 6.01 or Section 6.02, and (y) the Company may elect to utilize Incurrence Based Baskets prior to, and regardless of whether capacity exists under, any Fixed Amount Basket (including in any concurrent usage of both Incurrence Based Baskets and Fixed Amount Baskets) and if the Company does not make an election with respect to whether it is utilizing a Fixed Amount Basket or an Incurrence Based Basket, the Company shall be deemed to have elected to utilize the Incurrence Based Basket. Notwithstanding anything to the contrary herein, with respect to any Indebtedness incurred as a Fixed Amount (including, without limitation, any Incremental Term Loans, Incremental Revolving Commitments and any Incremental Equivalent Debt incurred in reliance on clause (A) of Section 2.21(a)) or an Incurrence Based Amount (including, without limitation, any Incremental Term Loans, Incremental Revolving Credit Commitments and any Incremental Equivalent Debt incurred in reliance on clause (B) or Section 2.21(a)), the Company may, at any time and from time to time, elect to re-classify all or

any portion of such Indebtedness as either incurred under a Fixed Amount Basket (and as such would be re-classified as a Fixed Amount) or an Incurrence Based Basket (and as such would be re-classified as an Incurrence Based Amount) so long as such Indebtedness meets the applicable criteria at the time of re-classification (regardless of whether it met such criteria at the time of incurrence).

SECTION 1.05. Status of Obligations. In the event that the Company or any other Loan Party shall at any time issue or have outstanding any Subordinated Indebtedness, the Company shall take or cause such other Loan Party to take all such actions as shall be necessary to cause the Loan Document Obligations to constitute senior indebtedness (however denominated) in respect of such Subordinated Indebtedness and to enable the Lenders to have and exercise any payment blockage or other remedies available or potentially available to holders of senior indebtedness under the terms of such Subordinated Indebtedness. Without limiting the foregoing, the Loan Document Obligations are hereby designated as "senior indebtedness" and as "designated senior indebtedness" under and in respect of any indenture or other agreement or instrument under which such other Subordinated Indebtedness is outstanding and are further given all such other designations as shall be required under the terms of any such Subordinated Indebtedness in order that the Lenders may have and exercise any payment blockage or other remedies available or potentially available to holders of senior indebtedness under the terms of such Subordinated Indebtedness.

SECTION 1.06. Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

SECTION 1.07. Letter of Credit Amounts. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the Dollar Equivalent of the stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the Dollar Equivalent of the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

SECTION 1.08. Interest Rates. The Administrative Agent does not warrant, nor accept responsibility, nor shall the Administrative Agent have any liability with respect to the administration, submission or any other matter related to any reference rate referred to herein or with respect to any rate (including, for the avoidance of doubt, the selection of such rate and any related spread or other adjustment) that is an alternative or replacement for or successor to any such rate (including, without limitation, any Successor Rate) (or any component of any of the foregoing) or the effect of any of the foregoing, or of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions or other activities that affect any reference rate referred to herein, or any alternative, successor or replacement rate (including, without limitation, any Successor Rate) (or any component of any of the foregoing) or any related spread or other adjustments thereto, in each case, in a manner adverse to the Borrowers. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any reference rate referred to herein or any alternative, successor or replacement rate (including, without limitation, any Successor Rate) (or any component of any

of the foregoing), in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrowers, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or other action or omission related to or affecting the selection, determination, or calculation of any rate (or component thereof) provided by any such information source or service.

SECTION 1.09. Exchange Rates; Currency Equivalents. (a) The Administrative Agent or the L/C Issuer, as applicable, shall determine the Dollar Equivalent amounts of Credit Extensions and Outstanding Amounts denominated in Alternative Currencies as of each Revaluation Date. Such Dollar Equivalent shall become effective as of such Revaluation Date and shall be the Dollar Equivalent of such applicable amounts until the next Revaluation Date to occur. Except for purposes of financial statements delivered by Loan Parties hereunder or calculating the financial covenant and ratio set forth in Section 6.13 or except as otherwise provided herein, the applicable amount of any currency (other than Dollars) for purposes of the Loan Documents shall be the applicable Dollar Equivalent amount as so determined by the Administrative Agent or the relevant L/C Issuer, as applicable.

(b) Wherever in this Agreement in connection with a Borrowing, conversion, continuation or prepayment of an Alternative Currency Loan or the issuance, amendment or extension of a Letter of Credit, an amount, such as a required minimum or multiple amount, is expressed in Dollars, but such Borrowing, Loan or Letter of Credit is denominated in an Alternative Currency, such amount shall be the relevant Alternative Currency Equivalent of such Dollar amount (rounded to the nearest unit of such Alternative Currency, with 0.5 of a unit being rounded upward), as determined by the Administrative Agent or the applicable L/C Issuer, as the case may be.

(c) For purposes of determining compliance with any Dollar-denominated restriction on the incurrence of Indebtedness, the Dollar Equivalent principal amount of Indebtedness to be incurred that is denominated in a currency other than Dollars shall be calculated (i) in the case of Indebtedness other than revolving Indebtedness, based on the relevant Dollar Equivalent in effect on the date such Indebtedness was incurred and (ii) in the case of revolving Indebtedness, on the date when the commitments thereunder are first available or otherwise effective; provided that if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a currency other than Dollars, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable Dollar-denominated restriction to be exceeded if calculated at the relevant Dollar Equivalent in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased except by an amount no greater than accrued and unpaid interest thereon and any existing unutilized commitments thereunder and any reasonable fees, premiums and expenses related thereto and to such new Indebtedness. The principal amount in Dollars of any Indebtedness incurred to extend, replace, refund, refinance, renew or defease other Indebtedness, if incurred in a different foreign currency from the Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased, shall be calculated by the Administrative Agent based on the Dollar Equivalent applicable to the currencies in which such respective Indebtedness is denominated that is in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance.

SECTION 1.10. Additional Alternative Currencies. (a) The Company may from time to time request that Alternative Currency Loans be made and/or Letters of Credit be issued in a currency other than those specifically listed in the definition of "Alternative Currency"; provided that such requested currency is an Eligible Currency. In the case of any such request with respect to the making of Alternative Currency Loans, such request shall be subject to the approval of the Administrative Agent and each applicable Lender; and in the case of any such request with respect to the issuance of Letters of Credit, such request shall be subject to the approval of the Administrative Agent and the applicable L/C Issuer.

(b) Any such request shall be made to the Administrative Agent not later than 11:00 a.m., twenty Business Days prior to the date of the desired Credit Extension (or such other time or date as may be agreed by the Administrative Agent and, in the case of any such request pertaining to Letters of Credit, the applicable L/C Issuer, in its or their sole discretion). In the case of any such request pertaining to Alternative Currency Loans, the Administrative Agent shall promptly notify each applicable Lender thereof; and in the case of any such request pertaining to Letters of Credit, the Administrative Agent shall promptly notify the applicable L/C Issuer thereof. Each applicable Lender (in the case of any such request pertaining to Alternative Currency Loans) or the applicable L/C Issuer (in the case of a request pertaining to Letters of Credit) shall notify the Administrative Agent, not later than 11:00 a.m., ten Business Days after receipt of such request whether it consents, in its sole discretion, to the making of Alternative Currency Loans or the issuance of Letters of Credit, as the case may be, in such requested currency.

(c) Any failure by a Lender or the applicable L/C Issuer, as the case may be, to respond to such request within the time period specified in the immediately preceding clause (b) above shall be deemed to be a refusal by such Lender or such L/C Issuer, as the case may be, to permit Alternative Currency Loans to be made or Letters of Credit to be issued in such requested currency. If the Administrative Agent and all the applicable Lenders consent to making Alternative Currency Loans in such requested currency and the Administrative Agent and such Lenders reasonably determine that an appropriate interest rate is available to be used for such requested currency, the Administrative Agent shall so notify the Company and (i) the Administrative Agent and such applicable Lenders may amend the definition of "Alternative Currency Daily Rate" or "Alternative Currency Term Rate" to the extent necessary to add the applicable rate for such currency and any applicable adjustment for such rate and (ii) to the extent the definition of "Alternative Currency Daily Rate" or "Alternative Currency Term Rate", as applicable, has been amended to reflect the appropriate rate for such currency, such currency shall thereupon be deemed for all purposes to be an Alternative Currency for purposes of any Borrowings of Alternative Currency Loans. If the Administrative Agent and the applicable L/C Issuer consent to the issuance of Letters of Credit in such requested currency, the Administrative Agent shall so notify the Company and (i) the Administrative Agent and the applicable L/C Issuer may amend the definition of "Alternative Currency Daily Rate" or "Alternative Currency Term Rate", as applicable, to the extent necessary to add the applicable rate for such currency and any applicable adjustment for such rate and (ii) to the extent the definition of "Alternative Currency Daily Rate" or "Alternative Currency Term Rate", as applicable, has been amended to reflect the appropriate rate for such currency, such currency shall thereupon be deemed for all purposes to be an Alternative Currency,

for purposes of any Letter of Credit issuances. If the Administrative Agent shall fail to obtain consent to any request for an additional currency under this Section 1.10, the Administrative Agent shall promptly so notify the Company. Any specified currency of an Existing Letter of Credit that is neither Dollars nor one of the Alternative Currencies specifically listed in the definition of "Alternative Currency" shall be deemed an Alternative Currency with respect to such Existing Letter of Credit only.

SECTION 1.11. Change of Currency. (a) Each obligation of the Borrowers to make a payment denominated in the national currency unit of any member state of the European Union that adopts the Euro as its lawful currency after the Closing Date shall be redenominated into Euro at the time of such adoption. If, in relation to the currency of any such member state, the basis of accrual of interest expressed in this Agreement in respect of that currency shall be inconsistent with any convention or practice in the interbank market for the basis of accrual of interest in respect of the Euro, such expressed basis shall be replaced by such convention or practice with effect from the date on which such member state adopts the Euro as its lawful currency; provided that, if any Borrowing in the currency of such member state is outstanding immediately prior to such date, such replacement shall take effect, with respect to such Borrowing, at the end of the then current Interest Period.

(b) Each provision of this Agreement shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time specify to be appropriate to reflect the adoption of the Euro by any member state of the European Union and any relevant market conventions or practices relating to the Euro.

(c) Each provision of this Agreement also shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time specify to be appropriate to reflect a change in currency of any other country and any relevant market conventions or practices relating to the change in currency.

SECTION 1.12. Borrower Agent. Each Foreign Borrower hereby appoints the Company as its representative and agent for all purposes under the Loan Documents, including requests for Loans and Letters of Credit, designation of interest rates, delivery or receipt of communications, preparation and delivery of financial reports, receipt and payment of Loan Document Obligations, requests for waivers, amendments or other accommodations, actions under the Loan Documents (including in respect of compliance with covenants), and all other dealings with the Administrative Agent, the L/C Issuers or any Lender, and each Foreign Borrower releases the Company from any restrictions on representing several Persons and self-dealing under any applicable Requirements of Law (the Company, acting on its behalf and on behalf of any Foreign Borrower pursuant to such agency, the "Borrower Agent"). The Company hereby accepts such appointment as representative and agent of each Foreign Borrower. Notwithstanding any other provision of this Agreement:

(a) the Administrative Agent, the L/C Issuers and the Lenders shall be entitled to rely upon, and shall be fully protected in relying upon, any notice or communication (including any request for Borrowing, conversion or continuation, as the case may be pursuant to Section 2.02) delivered on behalf of a Foreign Borrower by the Borrower Agent;

(b) the Administrative Agent, the L/C Issuers and the Lenders may give any notice to or make any other communication with any Foreign Borrower hereunder to or with the Borrower Agent;

(c) the Administrative Agent, the L/C Issuers and the Lenders shall have the right, in its discretion, to deal exclusively with the Borrower Agent for any or all purposes under the Loan Documents; and

(d) each Foreign Borrower agrees that any notice, election, communication, representation, agreement or undertaking made on its behalf by the Borrower Agent shall be binding upon and enforceable against it.

SECTION 1.13. Obligations Joint and Several. Each agreement in any Loan Document by any Foreign Borrower to make any payment, to take any action or otherwise to be bound by the terms thereof is a joint and several agreement of all the Foreign Borrowers, and each obligation of any Foreign Borrower under any Loan Document shall be a joint and several obligation of all the Foreign Borrowers. Notwithstanding anything to the contrary in this Agreement or in any other Loan Document, no Foreign Borrower shall be jointly and severally liable with the Company or any Domestic Subsidiary for any Obligation pursuant to any Loan Document.

SECTION 1.14. Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its Equity Interests at such time.

SECTION 1.15. Timing of Payment and Performance. When payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or required on a day which is not a Business Day, the date of such payment (other than as described in the definition of "Interest Period") or performance shall extend to the immediately succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

SECTION 1.16. Effectuation of Transactions. Each of the representations and warranties contained in this Agreement (and all corresponding definitions) made on or referring to the Closing Date is made after giving effect to the Transactions, unless the context otherwise requires.

ARTICLE II

The Credits

SECTION 2.01. The Loans. (a) The Term Borrowing. Subject to the terms and conditions set forth herein, each Term Lender severally agrees to make a single loan to the Company in Dollars on the Closing Date in an amount not to exceed such Term Lender's Term Commitment. The Term Borrowing shall consist of Term Loans made simultaneously by the Term Lenders in accordance with their respective Applicable Percentage of the Term Facility. Amounts borrowed under this Section 2.01(a) and repaid or prepaid may not be reborrowed. Term Loans may be Base Rate Loans or Term SOFR Loans.

(b) The Revolving Credit Borrowings. Subject to the terms and conditions set forth herein, each Revolving Credit Lender severally agrees to make loans in Dollars or any Alternative Currency (each such loan, a "Revolving Credit Loan") to the Borrowers from time to time, on any Business Day during the Availability Period, in an aggregate amount not to exceed at any time outstanding the amount of such Revolving Credit Lender's Revolving Credit Commitment; provided, however, that after giving effect to any Revolving Credit Borrowing, (i) the Total Revolving Credit Outstandings shall not exceed the Revolving Credit Facility, (ii) the Revolving Credit Exposure shall not exceed such Revolving Credit Lender's Revolving Credit Commitment and (iii) the Foreign Borrower Exposure shall not exceed $200,000,000. Within the limits of each Revolving Credit Lender's Revolving Credit Commitment, and subject to the other terms and conditions hereof, the Borrowers may borrow under this Section 2.01(b), prepay under Section 2.04, and reborrow under this Section 2.01(b). Revolving Credit Loans may be Base Rate Loans, Term SOFR Loans, Alternative Currency Daily Rate Loans or Alternative Currency Term Rate Loans, as further provided herein.

SECTION 2.02. Borrowings, Conversions and Continuations of Loans. (a) Each Borrowing, each conversion of Loans from one Type to the other, and each continuation of a Term SOFR Loan or an Alternative Currency Term Rate Loan shall be made upon the applicable Borrower's irrevocable notice to the Administrative Agent, which may be given by (A) telephone or (B) a Loan Notice; provided that any telephonic notice must be confirmed immediately by delivery to the Administrative Agent of a Loan Notice. Each such Loan Notice must be received by the Administrative Agent not later than 1:00 p.m. (or, solely in respect of Base Rate Loans, 11:00 a.m.) (i) in the case of Term SOFR Loans, two Business Days prior to the requested date of any Borrowing of, conversion to or continuation of Term SOFR Loans or any conversion of Term SOFR Loans to Base Rate Loans, (ii) in the case of Alternative Currency Loans, 1:00 p.m. three Business Days (or five Business Days in the case of a Special Notice Currency) prior to the requested date of any Borrowing or, in the case of Alternative Currency Term Rate Loans, any continuation, and (iii) on the requested date of any Borrowing of Base Rate Loans; provided, however, that if the applicable Borrower wishes to request Term SOFR Loans or Alternative Currency Term Rate Loans having an Interest Period other than one, three or six months in duration as provided in the definition of "Interest Period", the applicable notice must be received by the Administrative Agent not later than 1:00 p.m. five Business Days (or six Business Days in the case of a Special Notice Currency) prior to the requested date of such Borrowing, conversion or continuation of Term SOFR Loans or Alternative Currency Term Rate Loans (as applicable), whereupon the Administrative Agent shall give prompt notice to the Lenders of such request and determine whether the requested Interest Period is acceptable to all of them. Not later than 11:00 a.m., four Business Days (or five Business Days in the case of a Special Notice Currency) prior to the requested date of such Borrowing, conversion or continuation of Term SOFR Loans or Alternative Currency Term Rate Loans, the Administrative Agent shall notify the applicable Borrower (which notice may be by telephone) whether or not the requested Interest Period has been consented to by all the Lenders. Each Borrowing of, conversion to and continuation of Term SOFR Loans or Alternative Currency Loans shall be in a principal amount

of the Dollar Equivalent of $5,000,000 or a whole multiple of the Dollar Equivalent of $1,000,000 in excess thereof. Except as provided in Sections 2.03(f), each Borrowing of or conversion to Base Rate Loans shall be in a principal amount of the Dollar Equivalent of $1,000,000 or a whole multiple of the Dollar Equivalent of $100,000 in excess thereof. Each Loan Notice shall specify (i) whether the applicable Borrower is requesting a Borrowing, a conversion of Loans from one Type to the other, or a continuation of Term SOFR Loans or Alternative Currency Term Rate Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the currency and principal amount of Loans to be borrowed, converted or continued, (iv) the Type of Loans to be borrowed or to which existing Loans are to be converted and (v) if applicable, the duration of the Interest Period with respect thereto. If the Company fails to specify a currency in a Loan Notice requesting a Borrowing, then the Loans so requested shall be made in Dollars. If the applicable Borrower fails to specify a Type of Loan in a Loan Notice or if such Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Loans shall be made as, or converted to, Base Rate Loans; provided, however, that in the case of a failure to timely request a continuation of Term SOFR Loans or Alternative Currency Term Rate Loans, such Loans shall be continued as Term SOFR Loans or Alternative Currency Term Rate Loans (as applicable) in their original currency with an Interest Period of one (1) month. If the applicable Borrower requests a Borrowing of, conversion to, or continuation of Term SOFR Loans or Alternative Currency Term Rate Loans in any such Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one month. Except as provided pursuant to Section 2.09 and 2.13(a), no Loan may be converted into or continued as a Loan denominated in a different currency, but instead must be repaid in the original currency of such Loan and reborrowed in the other currency.

(b) Following receipt of a Loan Notice, the Administrative Agent shall promptly notify each applicable Lender of the amount and currency of its Applicable Percentage of the applicable Loans, and if no timely notice of a conversion or continuation is provided by the applicable Borrower, the Administrative Agent shall notify each applicable Lender of the details of any automatic conversion to Base Rate Loans or continuation of Term SOFR Loans or Alternative Currency Term Rate Loans described in clause (a) above. Each Lender at its option may make any Loan by causing any domestic or foreign branch or Affiliate of such lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the applicable Borrower to repay such Loan in accordance with the terms of this Agreement. In the case of a Borrowing, each Lender shall make the amount of its Loan available to the Administrative Agent in Same Day Funds at the Administrative Agent's Office for the applicable currency not later than 1:00 p.m., in the case of Loans denominated in Dollars, and not later than the Applicable Time in the case of any Loan denominated in an Alternative Currency, in each case, on the Business Day specified in the applicable Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is an initial Credit Extension, Section 4.01), the Administrative Agent shall make all funds so received available to the applicable Borrower in like funds as received by the Administrative Agent either by (i) crediting the account of such Borrower on the books of Bank of America with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by such Borrower; provided, however, that if, on the date the Loan Notice with respect to such Borrowing denominated in Dollars is given by such Borrower, there are L/C Borrowings outstanding, then the proceeds of such Borrowing, first, shall be applied to the payment in full of any such L/C Borrowings, and second, shall be made available to such Borrower as provided above.

(c) Except as otherwise provided herein, a Term SOFR Loan or an Alternative Currency Term Rate Loan may be continued or converted only on the last day of an Interest Period for such Term SOFR Loan or Alternative Currency Term Rate Loan (as applicable). During the existence of a Default, no Loans may be requested as, or converted to Alternative Currency Daily Rate Loans or requested as, converted to or continued as Term SOFR Loans or Alternative Currency Term Rate Loans, as applicable, without the consent of the Required Lenders.

(d) The Administrative Agent shall promptly notify the applicable Borrower and the applicable Lenders of the interest rate applicable to any Interest Period for Term SOFR Loans and Alternative Currency Term Rate Loans upon the determination of such rate.

(e) After giving effect to all Borrowings and all continuations of Loans as the same Type, there shall not be more than ten (or such greater amount as the Company and the Administrative Agent shall agree) Interest Periods in effect with respect to Loans.

(f) Notwithstanding anything to the contrary in this Agreement, any Lender may exchange, continue or rollover all of the portion of its Loans in connection with any refinancing, extension, loan modification or similar transaction permitted by the terms of this Agreement, pursuant to a cashless settlement mechanism approved by the Company, the Administrative Agent, and such Lender.

(g) With respect to any Alternative Currency Daily Rate, SOFR or Term SOFR, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document; provided that, with respect to any such amendment effected, the Administrative Agent shall post each such amendment implementing such Conforming Changes to the Borrower and the Lenders reasonably promptly after such amendment becomes effective.

SECTION 2.03. Letters of Credit. (a) General. Subject to the terms and conditions set forth herein, in addition to the Loans provided for in Section 2.01, any Borrower may request any L/C Issuer, in reliance on the agreements of the Lenders set forth in this Section 2.03, to issue, at any time and from time to time during the Availability Period, Letters of Credit denominated in Dollars or, solely in the case of Letters of Credit issued by Bank of America or any of its Affiliates and Existing Letters of Credit, an Alternative Currency for its own account or the account of any of its Restricted Subsidiaries in such form as is acceptable to the Administrative Agent and such L/C Issuer in its reasonable determination. Letters of Credit issued hereunder shall constitute utilization of the Revolving Credit Commitments. All Existing Letters of Credit shall be deemed to have been issued pursuant hereto on the Closing Date and deemed L/C Obligations, and from and after the Closing Date shall be subject to and governed by the terms and conditions hereof.

(b) Notice of Issuance, Amendment, Extension, Reinstatement or Renewal. To request the issuance of a Letter of Credit (or the amendment of the terms and conditions, extension of the terms and conditions, extension of the expiration date, or reinstatement of amounts paid, or renewal of an outstanding Letter of Credit), the applicable Borrower shall deliver (or transmit by electronic communication, if arrangements for doing so have been approved by the applicable L/C Issuer) to an L/C Issuer selected by it and to the Administrative Agent not later than 11:00 a.m. at least two Business Days (or such later date and time as the Administrative Agent and such L/C Issuer may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, extended, reinstated or renewed, and specifying the date of issuance, amendment, extension, reinstatement or renewal (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with Section 2.03(d)), the amount of such Letter of Credit, the name and address of the beneficiary thereof, the purpose and nature of the requested Letter of Credit and such other information as shall be necessary to prepare, amend, extend, reinstate or renew such Letter of Credit. If requested by the applicable L/C Issuer, the applicable Borrower also shall submit a Letter of Credit Application and reimbursement agreement on such L/C Issuer's standard form in connection with any request for a Letter of Credit. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of Letter of Credit Application and reimbursement agreement or other agreement submitted by the applicable Borrower to, or entered into by such Borrower with, an L/C Issuer relating to any Letter of Credit, the terms and conditions of this Agreement shall control.

If the applicable Borrower so requests in any applicable Letter of Credit Application (or the amendment of an outstanding Letter of Credit), the applicable L/C Issuer may, in its sole discretion, agree to issue a Letter of Credit that has automatic extension provisions (each, an "Auto-Extension Letter of Credit"); provided that any such Auto-Extension Letter of Credit shall permit such L/C Issuer to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "Non-Extension Notice Date") in each such twelve-month period to be agreed upon by such Borrower and the applicable L/C Issuer at the time such Letter of Credit is issued. Unless otherwise directed by the applicable L/C Issuer, such Borrower shall not be required to make a specific request to such L/C Issuer for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Lenders shall be deemed to have authorized (but may not require) the applicable L/C Issuer to permit the extension of such Letter of Credit at any time to an expiration date not later than the date permitted pursuant to Section 2.03(d); provided, that such L/C Issuer shall not (i) permit any such extension if (A) such L/C Issuer has determined that it would not be permitted, or would have no obligation, at such time to issue such Letter of Credit in its extended form under the terms hereof (except that the expiration date may be extended to a date that is no more than one year from the then-current expiration date) or (B) it has received notice (which may be in writing or by telephone (if promptly confirmed in writing)) on or before the day that is seven Business Days before the Non-Extension Notice Date from the Administrative Agent that the Required Lenders have elected not to permit such extension or (ii) be obligated to permit such extension if it has received notice (which may be in writing or by telephone (if promptly confirmed in writing)) on or before the day that is seven Business Days before the Non-Extension Notice Date from the Administrative Agent, any Lender or any Borrower that one or more of the applicable conditions set forth in Section 4.02 is not then satisfied, and in each such case directing such L/C Issuer not to permit such extension.

If the applicable Borrower so requests in any applicable Letter of Credit Application, any L/C Issuer may, in its sole discretion, agree to issue a Letter of Credit that permits the automatic reinstatement of all or a portion of the stated amount thereof after any drawing thereunder (each, an "Auto-Reinstatement Letter of Credit"). Unless otherwise directed by the applicable L/C Issuer, such Borrower shall not be required to make a specific request to such L/C Issuer to permit such reinstatement. Once an Auto-Reinstatement Letter of Credit has been issued, except as provided in the following sentence, the Lenders shall be deemed to have authorized (but may not require) the applicable L/C Issuers to reinstate all or a portion of the stated amount thereof in accordance with the provisions of such Letter of Credit. Notwithstanding the foregoing, if such Auto-Reinstatement Letter of Credit permits the applicable L/C Issuer to decline to reinstate all or any portion of the stated amount thereof after a drawing thereunder by giving notice of such non-reinstatement within a specified number of days after such drawing (the "Non-Reinstatement Deadline"), such L/C Issuer shall not permit such reinstatement if it has received a notice (which may be by telephone or in writing) on or before the day that is seven Business Days before the Non-Reinstatement Deadline (A) from the Administrative Agent that the Required Lenders have elected not to permit such reinstatement or (B) from the Administrative Agent, any Lender or any Borrower that one or more of the applicable conditions specified in Section 4.02 is not then satisfied (treating such reinstatement as an L/C Credit Extension for purposes of this clause) and, in each case, directing such L/C Issuer not to permit such reinstatement.

(c) Limitations on Amounts, Issuance and Amendment. A Letter of Credit shall be issued, amended, extended, reinstated or renewed only if (and upon issuance, amendment, extension, reinstatement or renewal of each Letter of Credit the applicable Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, extension, reinstatement or renewal (i) the aggregate amount of the outstanding Letters of Credit issued by any L/C Issuer shall not exceed its L/C Commitment (unless otherwise agreed by the applicable L/C Issuer), (ii) the aggregate L/C Obligations shall not exceed the Letter of Credit Sublimit, (iii) the Revolving Credit Exposure of any Lender shall not exceed its Revolving Credit Commitment and (iv) the sum of the total Revolving Credit Exposures shall not exceed the Aggregate Revolving Credit Commitments.

(i) No L/C Issuer shall be under any obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such L/C Issuer from issuing the Letter of Credit, or any applicable law or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such L/C Issuer shall prohibit, or request that such L/C Issuer refrain from, the issuance of letters of credit generally or the Letter of Credit in particular or shall impose upon such L/C Issuer with respect to the Letter of Credit any restriction, reserve or capital requirement (for which such L/C Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon such L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which such L/C Issuer in good faith deems material to it;

(B) the issuance of such Letter of Credit would violate one or more policies of such L/C Issuer applicable to letters of credit generally;

(C) except as otherwise agreed by the Administrative Agent and such L/C Issuer, the Letter of Credit is in an initial stated amount less than $500,000;

(D) any Lender is at that time a Defaulting Lender, unless such L/C Issuer has entered into arrangements, including the delivery of Cash Collateral, satisfactory to such L/C Issuer (in its sole discretion) with the Borrowers or such Lender to eliminate such L/C Issuer's actual or potential Fronting Exposure (after giving effect to Section 2.21(c)) with respect to the Defaulting Lender arising from either the Letter of Credit then proposed to be issued or that Letter of Credit and all other L/C Obligations as to which such L/C Issuer has actual or potential Fronting Exposure, as it may elect in its sole discretion; or

(E) the Letter of Credit contains any provisions for automatic reinstatement of the stated amount after any drawing thereunder.

(ii) No L/C Issuer shall be under any obligation to amend any Letter of Credit if (A) such L/C Issuer would have no obligation at such time to issue the Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of the Letter of Credit does not accept the proposed amendment to the Letter of Credit.

(d) Expiration Date. Each Letter of Credit shall have a stated expiration date no later than the earlier of (i) the date twelve months after the date of the issuance of such Letter of Credit (or, in the case of any extension of the expiration date thereof, whether automatic or by amendment, twelve months after the then current expiration date of such Letter of Credit) and (ii) the date that is five Business Days prior to the Maturity Date for the Revolving Credit Facility; provided that, if there exist any Incremental Revolving Commitments having a maturity date later than the Maturity Date for the Revolving Credit Facility (the "Subsequent Maturity Date"), then, so long as the aggregate L/C Obligations in respect of Letters of Credit expiring after the Maturity Date for the Revolving Credit Facility will not exceed the lesser of $50,000,000 and the aggregate amount of such Incremental Revolving Commitments, the applicable Borrower, or the Borrower Agent on its behalf, may request the issuance of a Letter of Credit that shall expire at or prior to the close of business on the earlier of (A) the date one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (B) the date that is five Business Days prior to the Subsequent Maturity Date. Notwithstanding the foregoing, any Letter of Credit issued hereunder may, in the sole discretion of the applicable L/C Issuer, expire after the fifth Business Day prior to the Maturity Date for the Revolving Credit Facility (or the Subsequent Maturity Date) but on or before the date that is 90 days after the Maturity Date for the Revolving Credit Facility (or the Subsequent Maturity Date); provided that each Borrower hereby agrees that it shall in the case of any such Letter of Credit issued for its account provide cash collateral in an amount equal to the Minimum Collateral Amount in respect of any such outstanding Letter of Credit to the applicable L/C Issuer at least

five Business Days prior to the Maturity Date for the Revolving Credit Facility (or the Subsequent Maturity Date), which such amount shall be (A) deposited by the applicable Borrower in an account with and in the name of such L/C Issuer and (B) held by such L/C Issuer for the satisfaction of the applicable Borrower's reimbursement obligations in respect of such L/C Issuer until the expiration of such Letter of Credit. Any Letter of Credit issued with an expiration date beyond the fifth Business Day prior to the Maturity Date for the Revolving Credit Facility (or the Subsequent Maturity Date) shall, to the extent of any undrawn amount remaining thereunder on the Maturity Date for the Revolving Credit Facility (or the Subsequent Maturity Date), cease to be a "Letter of Credit" outstanding under this Agreement for purposes of the Revolving Credit Lenders' obligations to participate in Letters of Credit pursuant to clause (e) below.

(e) Participations.

(i) By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount or extending the expiration date thereof), and without any further action on the part of the applicable L/C Issuer or the Lenders, such L/C Issuer hereby grants to each Revolving Credit Lender, and each Revolving Credit Lender hereby acquires from such L/C Issuer, a participation in such Letter of Credit equal to such Revolving Credit Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. Each Revolving Credit Lender acknowledges and agrees that its obligation to acquire participations pursuant to this Section 2.03(e)(i) in respect of Letters of Credit is absolute, unconditional and irrevocable and shall not be affected by any circumstance whatsoever, including any amendment, extension, reinstatement or renewal of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Revolving Credit Commitments.

(ii) In consideration and in furtherance of the foregoing, each Revolving Credit Lender hereby absolutely, unconditionally and irrevocably agrees to pay to the Administrative Agent in Dollars, for account of the applicable L/C Issuer, such Lender's Applicable Percentage of each L/C Disbursement made by an L/C Issuer (expressed in Dollars in the amount of the Dollar Equivalent thereof) not later than 1:00 p.m. on the Business Day specified in the notice provided by the Administrative Agent to the Revolving Credit Lenders pursuant to Section 2.03(f) until such L/C Disbursement is reimbursed by the applicable Borrower or at any time after any reimbursement payment is required to be refunded to such Borrower for any reason, including after the Maturity Date for the Revolving Credit Facility. Such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each such payment shall be made in the same manner as provided in Section 2.02 with respect to Loans made by such Revolving Credit Lender (and Section 2.02 shall apply, *mutatis mutandis*, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the applicable L/C Issuer the amounts so received by it from the Revolving Credit Lenders. Promptly following receipt by the Administrative Agent of any payment from the applicable Borrower pursuant to Section 2.03(f), the Administrative Agent shall distribute such payment to the applicable L/C Issuer or, to the extent that the Revolving Credit Lenders have made payments pursuant to this Section 2.03(e) to reimburse such L/C Issuer, then to such Lenders and such L/C Issuer as their interests may appear. Any payment made by a Revolving Credit Lender pursuant to this Section 2.03(e) to reimburse an L/C Issuer for any L/C Disbursement shall not constitute a Loan and shall not relieve the applicable Borrower of its obligation to reimburse such L/C Disbursement.

Each Revolving Credit Lender further acknowledges and agrees that its participation in each Letter of Credit will be automatically adjusted to reflect such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit at each time such Lender's Revolving Commitment is amended pursuant to the operation of Section 2.21 or 2.24, as a result of an assignment in accordance with Section 9.04 or otherwise pursuant to this Agreement.

(iii) If any Revolving Credit Lender fails to make available to the Administrative Agent for the account of the applicable L/C Issuer any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.03(e), then, without limiting the other provisions of this Agreement, the applicable L/C Issuer shall be entitled to recover from such Revolving Credit Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to such L/C Issuer at a rate per annum equal to the greater of the applicable Overnight Rate and a rate determined by the applicable L/C Issuer in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by such L/C Issuer in connection with the foregoing. If such Revolving Credit Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Revolving Credit Lender's Loan included in the relevant Revolving Credit Borrowing or L/C Advance in respect of the relevant L/C Borrowing, as the case may be. A certificate of any L/C Issuer submitted to any Revolving Credit Lender (through the Administrative Agent) with respect to any amounts owing under this Section 2.03(e)(iii) shall be conclusive absent manifest error.

(f) Reimbursement. If an L/C Issuer shall make any L/C Disbursement in respect of a Letter of Credit, the applicable Borrower shall reimburse such L/C Issuer in respect of such L/C Disbursement in the currency in which such L/C Disbursement was made (or, if requested by such L/C Issuer, in the Dollar Equivalent of the amount of such L/C Disbursement) by paying to the Administrative Agent an amount equal to such L/C Disbursement within one Business Day of the date that such Borrower receives notice of such L/C Disbursement, provided that, if such L/C Disbursement is not less than $1,000,000, such Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.02 or Section 2.04 that such payment be financed with a Borrowing of Base Rate Loans in the Dollar Equivalent of the amount of such L/C Disbursement and, to the extent so financed, such Borrower's obligation to make such payment shall be discharged and replaced by the resulting Borrowing of Base Rate Loans. If the applicable Borrower fails to make such payment when due, the Administrative Agent shall notify each Lender of the Dollar Equivalent of the applicable L/C Disbursement, the payment then due from such Borrower in respect thereof (the "Unreimbursed Amount") and such Lender's Applicable Percentage thereof. In such event, the applicable Borrower shall be deemed to have requested a Revolving Credit Borrowing of Base Rate Loans to be disbursed on the date of payment by the applicable L/C Issuer under a Letter of Credit in an amount equal to the Dollar Equivalent of the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.02 for the principal amount of Base Rate Loans, but subject to the amount of the

unutilized portion of the Aggregate Commitments and the conditions set forth in Section 4.02 (other than the delivery of a Loan Notice). Any notice given by any L/C Issuer or the Administrative Agent pursuant to this Section 2.03(f) may be given by telephone if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(g) Obligations Absolute. The applicable Borrower's obligation to reimburse L/C Disbursements as provided in Section 2.03(f) shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of:

(i) any lack of validity or enforceability of this Agreement, any other Loan Document or any Letter of Credit, or any term or provision herein or therein;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that any Borrower or any Subsidiary may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), any L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under a Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement in such draft or other document being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) waiver by any L/C Issuer of any requirement that exists for such L/C Issuer's protection and not the protection of any Borrower or any waiver by such L/C Issuer which does not in fact materially prejudice any Borrower;

(v) honor of a demand for payment presented electronically even if such Letter of Credit required that demand be in the form of a draft;

(vi) any payment made by any L/C Issuer in respect of an otherwise complying item presented after the date specified as the expiration date of, or the date by which documents must be received under such Letter of Credit if presentation after such date is authorized by the UCC, the ISP or the UCP, as applicable;

(vii) payment by the applicable L/C Issuer under a Letter of Credit against presentation of a draft or other document that does not comply strictly with the terms of such Letter of Credit; or any payment made by any L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law;

(viii) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section 2.03, constitute a legal or equitable discharge of, or provide a right of setoff against, any Borrower's obligations hereunder; or

(ix) any adverse change in the relevant exchange rates or in the availability of the relevant Alternative Currency to the Company or any Restricted Subsidiary or in the relevant currency markets generally.

The applicable Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with such Borrower's instructions or other irregularity, such Borrower will immediately notify the applicable L/C Issuer. The applicable Borrower shall be conclusively deemed to have waived any such claim against each L/C Issuer and its correspondents unless such notice is given as aforesaid.

None of the Administrative Agent, the Lenders, any L/C Issuer, or any of their Related Parties shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit by the applicable L/C Issuer or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms, any error in translation or any consequence arising from causes beyond the control of the applicable L/C Issuer; provided that the foregoing shall not be construed to excuse an L/C Issuer from liability to any Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by each Borrower to the extent permitted by applicable law) suffered by such Borrower that are caused by such L/C Issuer's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of an L/C Issuer (as finally determined by a court of competent jurisdiction), an L/C Issuer shall be deemed to have exercised care in each such determination, and that:

(A) an L/C Issuer may replace a purportedly lost, stolen, or destroyed original Letter of Credit or missing amendment thereto with a certified true copy marked as such or waive a requirement for its presentation;

(B) an L/C Issuer may accept documents that appear on their face to be in substantial compliance with the terms of a Letter of Credit without responsibility for further investigation, regardless of any notice or information to the contrary, and may make payment upon presentation of documents that appear on their face to be in substantial compliance with the terms of such Letter of Credit and without regard to any non-documentary condition in such Letter of Credit;

(C) an L/C Issuer shall have the right, in its sole discretion, to decline to accept such documents and to make such payment if such documents are not in strict compliance with the terms of such Letter of Credit; and

(D) this sentence shall establish the standard of care to be exercised by an L/C Issuer when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof (and the parties hereto hereby waive, to the extent permitted by applicable law, any standard of care inconsistent with the foregoing).

Without limiting the foregoing, none of the Administrative Agent, the Lenders, any L/C Issuer, or any of their Related Parties shall have any liability or responsibility by reason of (A) any presentation that includes forged or fraudulent documents or that is otherwise affected by the fraudulent, bad faith, or illegal conduct of the beneficiary or other Person, (B) an L/C Issuer declining to take-up documents and make payment (1) against documents that are fraudulent, forged, or for other reasons by which that it is entitled not to honor or (2) following a Borrower's waiver of discrepancies with respect to such documents or request for honor of such documents or (C) an L/C Issuer retaining proceeds of a Letter of Credit based on an apparently applicable attachment order, blocking regulation, or third-party claim notified to such L/C Issuer.

(h) Applicability of ISP and UCP; Limitation of Liability. Unless otherwise expressly agreed by the applicable L/C Issuer and the applicable Borrower when a Letter of Credit is issued by it (including any such agreement applicable to an Existing Letter of Credit), the rules of the ISP shall apply to each Letter of Credit. Notwithstanding the foregoing, no L/C Issuer shall be responsible to any Borrower for, and no L/C Issuer's rights and remedies against a Borrower shall be impaired by, any action or inaction of any L/C Issuer required or permitted under any law, order, or practice that is required or permitted to be applied to any Letter of Credit or this Agreement, including the law or any order of a jurisdiction where any L/C Issuer or the beneficiary is located, the practice stated in the ISP or in the decisions, opinions, practice statements, or official commentary of the ICC Banking Commission, the Bankers Association for Finance and Trade—International Financial Services Association (BAFT-IFSA), or the Institute of International Banking Law & Practice, whether or not any Letter of Credit chooses such law or practice.

(i) Each L/C Issuer shall act on behalf of the Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and each L/C Issuer shall have all of the benefits and immunities (A) provided to the Administrative Agent in Article VIII with respect to any acts taken or omissions suffered by such L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in Article VIII included such L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to such L/C Issuer.

(j) Letter of Credit Fees. The Borrowers shall pay to the Administrative Agent for the account of each Revolving Credit Lender in accordance, subject to Section 2.20, with its Applicable Percentage a Letter of Credit fee (the "Letter of Credit Fee") for each Letter of Credit equal to the Applicable Rate for Term SOFR Loans times the Dollar Equivalent of the daily amount available to be drawn under such Letter of Credit. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.09. Letter of Credit Fees shall be (i) due and payable on the first Business Day after the end of each March, June, September and December, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Maturity Date for the Revolving Credit Facility and thereafter on demand and (ii) computed on a quarterly basis in arrears. If there is any change in the Applicable Rate during any quarter, the daily amount available to be drawn under each Letter of Credit shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect. Notwithstanding anything to the contrary contained herein, upon the request of the Required Lenders, while any Event of Default exists, all Letter of Credit Fees shall accrue at the Default Rate.

(k) Fronting Fee and Documentary and Processing Charges Payable to L/C Issuers. The applicable Borrower shall pay directly to the applicable L/C Issuer for its own account a fronting fee with respect to each Letter of Credit, at 0.125% per annum, computed on the Dollar Equivalent of the daily amount available to be drawn under such Letter of Credit on a quarterly basis in arrears. Such fronting fee shall be due and payable on the first Business Day after the end of each March, June, September and December in respect of the most recently-ended quarterly period (or portion thereof, in the case of the first payment), commencing with the first such date to occur after the issuance of such Letter of Credit, on the Maturity Date and thereafter on demand. For purposes of computing the Dollar Equivalent of the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.09. In addition, the applicable Borrower shall pay directly to the applicable L/C Issuer for its own account, in Dollars, the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of such L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable on demand and are nonrefundable.

(l) Disbursement Procedures. The L/C Issuer for any Letter of Credit shall, within the time allowed by applicable law or the specific terms of the Letter of Credit following its receipt thereof, examine all documents purporting to represent a demand for payment under such Letter of Credit. Such L/C Issuer shall promptly after such examination notify the Administrative Agent and the applicable Borrower in writing of such demand for payment if such L/C Issuer has made or will make an L/C Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve such Borrower of its obligation to reimburse such L/C Issuer and the Lenders with respect to any such L/C Disbursement.

(m) Interim Interest. If the L/C Issuer for any Letter of Credit shall make any L/C Disbursement, then, unless the applicable Borrower shall reimburse such L/C Disbursement in full on the date such L/C Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such L/C Disbursement is made to but excluding the date that such Borrower reimburses such L/C Disbursement, at the rate per annum then applicable to Base Rate Revolving Credit Loans; provided that if such Borrower fails to reimburse such L/C Disbursement when due pursuant to clause (f) of this Section 2.03, then Section 2.08(b) shall apply. Interest accrued pursuant to this clause (m) shall be for account of such L/C Issuer, except that interest accrued on and after the date of payment by any Lender pursuant to clause (f) of this Section 2.03 to reimburse such L/C Issuer shall be for account of such Lender to the extent of such payment.

(n) Replacement of any L/C Issuer. Any L/C Issuer may be replaced at any time by written agreement between the Company, the Administrative Agent, the replaced L/C Issuer and the successor L/C Issuer. Any L/C Issuer may resign at any time; provided that a successor L/C Issuer is appointed by the Company and the Company, the Administrative Agent, the replaced L/C Issuer and the successor L/C Issuer agree to such appointment. The Administrative Agent shall notify the Revolving Credit Lenders of any such replacement of an L/C Issuer. At the time any such replacement shall become effective, the applicable Borrower shall pay all unpaid fees accrued for the account of the replaced L/C Issuer pursuant to Section 2.03(j). From and after the effective date of any such replacement, (i) the successor L/C Issuer shall have all the rights and obligations of an L/C Issuer under this Agreement with respect to Letters of Credit to be issued by it thereafter and (ii) references herein to the term "L/C Issuer" shall be deemed to include such successor or any previous L/C Issuer, or such successor and all previous L/C Issuer, as the context shall require. After the replacement of an L/C Issuer hereunder, the replaced L/C Issuer shall remain a party hereto and shall continue to have all the rights and obligations of an L/C Issuer under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(o) Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that the applicable Borrower receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Loans has been accelerated, Lenders with L/C Obligations representing at least a majority of the total L/C Obligations) demanding the deposit of cash collateral pursuant to this clause (o), such Borrower shall immediately deposit into an account established and maintained on the books and records of the Administrative Agent (the "Collateral Account") an amount in cash equal to the Minimum Collateral Amount as of such date plus any accrued and unpaid interest thereon, provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to such Borrower described in clause (i) or (j) of Article VII. Such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the obligations of the applicable Borrower under this Agreement. In addition, and without limiting the foregoing or clause (d) of this Section 2.03, if any L/C Obligations remain outstanding after the expiration date specified in said clause (d), the applicable Borrower shall immediately deposit into the Collateral Account an amount in cash equal to the Minimum Collateral Amount of such L/C Obligations as of such date plus any accrued and unpaid interest thereon.

The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over the Collateral Account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the applicable Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in the Collateral Account. Moneys in the Collateral Account shall be applied by the Administrative Agent to reimburse each L/C Issuer for L/C Disbursements for which it has not been reimbursed, together

with related fees, costs, and customary processing charges, and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the applicable Borrower for the L/C Obligations at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of Lenders with L/C Obligations representing 66-2/3% of the total L/C Obligations), be applied to satisfy other obligations of such Borrower under this Agreement. If the applicable Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to such Borrower within three Business Days after all Events of Default have been cured or waived.

(p) L/C Issuer Reports to the Administrative Agent. Unless otherwise agreed by the Administrative Agent, each L/C Issuer shall, in addition to its notification obligations set forth elsewhere in this Section 2.03, provide the Administrative Agent a Letter of Credit Report, as set forth below:

(i) reasonably prior to the time that such L/C Issuer issues, amends, renews, increases or extends a Letter of Credit, the date of such issuance, amendment, renewal, increase or extension and the stated amount of the applicable Letters of Credit after giving effect to such issuance, amendment, renewal or extension (and whether the amounts thereof shall have changed);

(ii) on each Business Day on which such L/C Issuer makes a payment pursuant to a Letter of Credit, the date and amount of such payment;

(iii) on any Business Day on which a Borrower fails to reimburse a payment made pursuant to a Letter of Credit required to be reimbursed to such L/C Issuer on such day, the date of such failure and the amount of such payment;

(iv) on any other Business Day, such other information as the Administrative Agent shall reasonably request as to the Letters of Credit issued by such L/C Issuer; and

(v) for so long as any Letter of Credit issued by an L/C Issuer is outstanding, such L/C Issuer shall deliver to the Administrative Agent (A) on the last Business Day of each calendar month, (B) at all other times a Letter of Credit Report is required to be delivered pursuant to this Agreement, and (C) on each date that (1) an L/C Credit Extension occurs or (2) there is any expiration, cancellation and/or disbursement, in each case, with respect to any such Letter of Credit, a Letter of Credit Report appropriately completed with the information for every outstanding Letter of Credit issued by such L/C Issuer.

(q) Additional L/C Issuers. Any Revolving Credit Lender hereunder may become an L/C Issuer upon receipt by the Administrative Agent of a fully executed Notice of Additional L/C Issuer which shall be signed by the Company, the Administrative Agent and the applicable L/C Issuer. Such new L/C Issuer shall provide its L/C Commitment in such Notice of Additional L/C Issuer and upon the receipt by the Administrative Agent of the fully executed Notice of Additional L/C Issuer, the defined term L/C Commitment shall be deemed amended to incorporate the L/C Commitment of such new L/C Issuer.

(r) Letters of Credit Issued for Restricted Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Restricted Subsidiary, the Borrowers shall be obligated to reimburse, indemnify and compensate the applicable L/C Issuer hereunder for any and all drawings under such Letter of Credit as if such Letter of Credit had been issues solely for the account of a Borrower. Each Borrower irrevocably waives any and all defenses that might otherwise be available to it as a guarantor or surety of any or all of the obligations of such Restricted Subsidiary in respect of such Letter of Credit. Each Borrower hereby acknowledges that the issuance of Letters of Credit for the account of Restricted Subsidiaries inures to the benefit of such Borrower, and that such Borrower's business derives substantial benefits from the businesses of such Restricted Subsidiaries.

(s) Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

SECTION 2.04. Prepayments. (a) Each Borrower may, upon notice to the Administrative Agent, at any time or from time to time voluntarily prepay Loans in whole or in part without premium or penalty; provided that (i) such notice must be in a form acceptable to the Administrative Agent and be received by the Administrative Agent not later than 1:00 p.m. (A) two Business Days prior to any date of prepayment of Term SOFR Loans, (B) four Business Days (or five, in the case of prepayment of Loans denominated in Special Notice Currencies) prior to any date of prepayment of any Alternative Currency Loans, and (C) on the date of prepayment of Base Rate Loans; (ii) any prepayment of Term SOFR Loans or Alternative Currency Loans shall be in a principal amount of the Dollar Equivalent of $5,000,000 or a whole multiple of the Dollar Equivalent of $1,000,000 in excess thereof; and (iii) any prepayment of Base Rate Loans shall be in a principal amount of $500,000 or a whole multiple of $100,000 in excess thereof or, in each case, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date, amount and currency of such prepayment and the Type(s) of Loans to be prepaid, and if Term SOFR Loans or Alternative Currency Term Rate Loans are to be prepaid, the Interest Period(s) of such Loans. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's Applicable Percentage of such prepayment. If such notice is given by a Borrower, such Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Term SOFR Loan or an Alternative Currency Term Rate Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 2.18. Subject to Section 2.21, each such prepayment shall be applied to the Loans of the Lenders in accordance with their respective Applicable Percentages.

(b) In the event and on each occasion that (i) other than as a result of any revaluation of the Dollar Equivalent of any Borrowing or Letter of Credit in accordance with Section 1.09, (A) the Aggregate Revolving Credit Exposure exceeds the Aggregate Revolving Credit Commitment, the Borrowers shall prepay Revolving Credit Borrowings (or, if no such Borrowings are outstanding, deposit cash collateral in an account with the Administrative Agent in accordance with Section 2.03(o)) in an aggregate amount equal to such excess or (B) the Foreign Borrower Exposure exceeds $200,000,000, the Borrowers shall prepay Revolving Credit Borrowings in an aggregate amount such that after giving effect to such prepayments, the Foreign Borrower Exposure shall not exceed $200,000,000 or (ii) as a result of any revaluation of the Dollar Equivalent of any Borrowing or Letter of Credit pursuant to Section 1.09, (x) the Aggregate

Revolving Credit Exposure exceeds the Aggregate Revolving Credit Commitment, the Borrowers shall prepay Revolving Credit Borrowings (or, if no such Borrowings are outstanding, deposit cash collateral in an account with the Administrative Agent in accordance with Section 2.03(o)) in an aggregate amount equal to such excess or (y) the Foreign Borrower Exposure exceeds $210,000,000, the Borrowers shall prepay Revolving Borrowings in an aggregate amount such that after giving effect to such prepayments, the Foreign Borrower Exposure shall not exceed $210,000,000.

(c) In the event and on each occasion that any Net Proceeds are received by or on behalf of the Company or any Restricted Subsidiary in respect of any Prepayment Event, the Company shall, on the day such Net Proceeds are received (or, in the case of a Prepayment Event described in clause (a) or (b) of the definition of the term "Prepayment Event", within five Business Days after such Net Proceeds are received), prepay Term Borrowings in an amount equal to such Net Proceeds; provided that, in the case of any event described in clause (a) or (b) of the definition of the term "Prepayment Event", if the Company shall, prior to the date of the required prepayment, deliver to the Administrative Agent a certificate of a Financial Officer of the Company to the effect that the Company intends to cause the Net Proceeds from such event (or a portion thereof specified in such certificate) to be applied within one year after receipt of such Net Proceeds to acquire, repair or restore assets to be used or useful in the business of the Company or the Domestic Subsidiaries (or in the case of Prepayment Events of Foreign Subsidiaries, of any Restricted Subsidiaries), or to consummate any Permitted Acquisition of Persons that will become, or assets that will be held by, Domestic Subsidiaries (or in the case of Prepayment Events of Foreign Subsidiaries, that will become Restricted Subsidiaries or be held by any Restricted Subsidiaries) permitted hereunder (but not of other Persons), and certifying that no Default has occurred and is continuing, then no prepayment shall be required pursuant to this paragraph in respect of the Net Proceeds from such event (or the portion of such Net Proceeds specified in such certificate, if applicable) except to the extent of any such Net Proceeds that have not been so applied by the end of such one-year period (or within a period of 180 days thereafter if by the end of such initial one-year period the Company or one or more Domestic Subsidiaries (or, to the extent permitted above, Foreign Subsidiaries) shall have entered into an agreement with a third party to acquire, repair or restore such assets, or to consummate such Permitted Acquisition, with such Net Proceeds), at which time a prepayment shall be required in an amount equal to the Net Proceeds that have not been so applied.

(d) In the event and on each occasion that, as a result of the receipt of any cash proceeds by the Company or any Restricted Subsidiary in connection with any Disposition of any asset or any other event, the Company or any other Loan Party would be required by the terms of any Indebtedness that is Subordinated Indebtedness with respect to the Loan Document Obligations (or any Refinancing Indebtedness in respect thereof) to repay, prepay, redeem, repurchase or defease, or make an offer to repay, prepay, redeem, repurchase or defease, any such Subordinated Indebtedness (or such Refinancing Indebtedness) or any other Subordinated Indebtedness, then, prior to the time at which it would be required to make such repayment, prepayment, redemption, repurchase or defeasance or to make such offer, the Company shall, if and to the extent it would reduce, eliminate or satisfy any such requirement, (i) prepay Term Borrowings or (ii) use such cash proceeds to acquire assets in one or more transactions permitted hereby.

(e) Following the end of each fiscal year of the Company, commencing with the fiscal year ending December 31, 2024, the Company shall prepay Term Borrowings in an aggregate amount equal to the Specified ECF Percentage of Excess Cash Flow for such fiscal year; provided that such amount shall be reduced by the aggregate amount of voluntary prepayments of Term Borrowings and Revolving Credit Borrowings (but only to the extent accompanied by a permanent reductions of the corresponding Commitment) made pursuant to this Section 2.04 during such fiscal year and after the end of such fiscal year but prior to the date on which the prepayment pursuant to this paragraph (e) for such fiscal year is required to have been made, excluding any such prepayments to the extent financed from Excluded Sources. Each prepayment pursuant to this paragraph shall be made no later than the date that is five Business Days following the date on which financial statements are required to be delivered pursuant to Section 5.01(a) with respect to the fiscal year for which Excess Cash Flow is being.

(f) Prior to any optional or mandatory prepayment of Borrowings under this Section, the applicable Borrower, or the Borrower Agent on its behalf, shall specify the Borrowing or Borrowings to be prepaid in the notice of such prepayment delivered pursuant to paragraph (g) of this Section 2.04. In the event of any mandatory prepayment of Term Borrowings made at a time when Term Borrowings of more than one Class are outstanding, the Company shall select Term Borrowings to be prepaid so that the aggregate amount of such prepayment is allocated among the Term Borrowings pro rata (including Term Loans, Incremental Term Loans and Refinancing Term Loans) based on the aggregate principal amounts of outstanding Borrowings of each such Class.

(g) The applicable Borrower, or the Borrower Agent on its behalf, shall notify the Administrative Agent by telephone (confirmed by hand delivery or facsimile) of any optional prepayment and, to the extent practicable, any mandatory prepayment hereunder not later than the time that a Loan Notice would be required under Section 2.02 if such Borrower were requesting a Revolving Borrowing of the Type of Borrowing being prepaid; provided that if a Borrower delivers a Loan Notice in respect of the conversion or continuation of any Borrowing, such Borrowing shall not be prepaid until the Interest Period applicable to such Borrowing at the time such Loan Notice is delivered has expired. Each such notice shall be irrevocable and shall specify the prepayment date, the principal amount of each Borrowing or portion thereof to be prepaid and, in the case of a mandatory prepayment, a reasonably detailed calculation of the amount of such prepayment; provided that (A) if a notice of optional prepayment is given in connection with a conditional notice of termination of the Revolving Credit Commitments as contemplated by Section 2.05, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.05 and (B) a notice of prepayment of Term Borrowings pursuant to paragraph (a) of this Section 2.04 may state that such notice is conditioned upon the occurrence of one or more events specified therein, in which case such notice may be revoked by the Company (by notice to the Administrative Agent on or prior to the specified date of prepayment) if such condition is not satisfied. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the applicable Class of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type and currency as provided in Section 2.02, except as necessary to apply fully the required amount of a mandatory prepayment. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.08 together with any additional amounts required pursuant to Section 2.18.

(h) Notwithstanding the foregoing, the Company shall not be required to prepay any Term Borrowings with any Foreign Source Prepayment to the extent the repatriation to the Company of such Foreign Source Prepayment (i) would result in a material tax liability to the Company or any of its Restricted Subsidiaries, (ii) is prohibited or restricted by any applicable Requirement of Law or (iii) would conflict with the fiduciary duties of any director, officer or employee of the applicable Foreign Subsidiary, then such Foreign Source Prepayment shall not be required to prepay any Term Borrowings pursuant to Section 2.04(c); provided that, if such repatriation would no longer result in a material tax liability to the Company or any of its Restricted Subsidiaries, be prohibited or restricted by any applicable Requirement of Law or conflict with the fiduciary duties of any director, officer or employee of the applicable Foreign Subsidiary, then such an amount equal to such Foreign Source Prepayment shall be promptly repatriated to the Company and such proceeds shall thereafter be applied to the repayment of Term Borrowings pursuant to Section 2.04(c); and provided, further, that in the case of any Prepayment Event in respect of which the Net Proceeds are less than $20,000,000, no prepayment shall be required to be made in respect of any Net Proceeds as to which such repatriation would continue to result in a material tax liability to the Company or any of its Restricted Subsidiaries, be prohibited or restricted by any applicable Requirement of Law or conflict with the fiduciary duties on the date 365 days following such Prepayment Event.

SECTION 2.05. Termination or Reduction of Commitments. (a) Optional. The Company may, upon notice to the Administrative Agent, terminate the Revolving Credit Facility or the Letter of Credit Sublimit, or from time to time permanently reduce the Revolving Credit Facility or the Letter of Credit Sublimit; provided that (i) any such notice shall be received by the Administrative Agent not later than 1:00 p.m. five Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of $5,000,000 or any whole multiple of $1,000,000 in excess thereof, (iii) the Company shall not terminate or reduce (A) the Revolving Credit Facility if, after giving effect thereto and to any concurrent prepayments hereunder, the Total Revolving Credit Outstandings would exceed the Revolving Credit Facility or (B) the Letter of Credit Sublimit if, after giving effect thereto, the Outstanding Amount of L/C Obligations not fully Cash Collateralized hereunder would exceed the Letter of Credit Sublimit.

(b) Mandatory.

(i) The aggregate Term Commitments shall be automatically and permanently reduced to zero on the date of the Term Borrowing.

(ii) Subject to the terms of Section 2.24, the Revolving Credit Facility shall be automatically and permanently reduced to zero on the Maturity Date for the Revolving Credit Facility.

(iii) If after giving effect to any reduction or termination of Revolving Credit Commitments under this Section 2.05, the Letter of Credit Sublimit exceeds the Revolving Credit Facility at such time, the Letter of Credit Sublimit shall be automatically reduced by the amount of such excess.

(c) Application of Commitment Reductions; Payment of Fees. The Administrative Agent will promptly notify the Lenders of any termination or reduction of the Letter of Credit Sublimit or the Revolving Credit Commitment under this Section 2.05. Upon any reduction of the Revolving Credit Commitments, the Revolving Credit Commitment of each Revolving Credit Lender shall be reduced by such Lender's Applicable Percentage of such reduction amount. All fees in respect of the Revolving Credit Facility accrued until the effective date of any termination of the Revolving Credit Facility shall be paid on the effective date of such termination.

SECTION 2.06. Repayment of Loans; Evidence of Debt. (a) Each Borrower (severally and not jointly; provided that each Foreign Borrower is jointly and severally liable for the Foreign Borrower Obligations) hereby unconditionally promises to pay (i) to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Revolving Credit Loan of such Lender to such Borrower on the Maturity Date for the Revolving Credit Facility and (ii) the Company hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Term Loan of such Lender as provided in Section 2.07.

(b) The records maintained by the Administrative Agent and the Lenders shall be prima facie evidence of the existence and amounts of the obligations of the Borrowers in respect of the Loans, L/C Disbursements, interest and fees due or accrued hereunder; provided that the failure of the Administrative Agent or any Lender to maintain such records or any error therein shall not in any manner affect the obligation of the Borrowers to pay any amounts due hereunder in accordance with the terms of this Agreement.

(c) Any Lender may request that Loans of any Class made by it be evidenced by a Promissory Note. In such event, each applicable Borrower shall prepare, execute and deliver to such Lender a Promissory Note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Administrative Agent. Thereafter, the Loans evidenced by such Promissory Note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form payable to the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns) unless such Lender or assignee notifies the applicable Borrower that it does not require a Promissory Note, in which case such Lender or assignee, as applicable, shall promptly return such Promissory Note to the Borrower for cancellation.

SECTION 2.07. Amortization and Repayment of Term Loans. (a) (i) The Company shall repay Term Loans on the last day of each of March, June, September and December, beginning with March 31, 2024, and ending with the last such day to occur prior to Maturity Date for the Term Facility, in an aggregate principal amount for each such date equal to (A) on or prior to March 31, 2027, 1.875% and (B) following March 31, 2027, 2.50%, in each case, of the aggregate principal amount of the Term Loans funded on the Closing Date. (ii) The Company shall repay Incremental Term Loans of any Series in such amounts and on such date or dates as shall be specified therefor in the Incremental Facility Agreement establishing the Incremental Term Commitments of such Series (as such amounts may be adjusted pursuant to paragraph (c) of this Section 2.07 or pursuant to such Incremental Facility Agreement).

(b) Subject to terms of Section 2.24, to the extent not previously paid, (i) all Term Loans shall be due and payable on the Maturity Date for the Term Facility and (ii) all Incremental Term Loans of any Series shall be due and payable on the Incremental Term Maturity Date applicable thereto.

(c) Any prepayment of a Term Borrowing of any Class shall be applied in direct order to reduce the subsequent scheduled repayments of the Term Borrowings of such Class to be made pursuant to this Section; provided that any prepayment of a Term Borrowing of any Class made pursuant to Section 2.04(a) shall be applied to reduce the subsequent scheduled repayments of Term Borrowings of such Class to be made pursuant to this Section as directed by the Company. In the event that Term Loans of any Class are converted into a new Class of Term Loans pursuant to an amendment effected pursuant to Section 2.24, then the subsequent scheduled repayments of the Term Borrowings of such Class to be made pursuant to this Section will not be reduced or otherwise affected by such transaction (except to the extent that the final scheduled payment shall be reduced thereby).

(d) Prior to any repayment of any Term Borrowings of any Class under this Section, the Company shall select the Borrowing or Borrowings of the applicable Class to be repaid and shall notify the Administrative Agent by telephone (confirmed by hand delivery or facsimile) of such selection not later than 1:00 p.m., New York City time, three Business Days before the scheduled date of such repayment. Each repayment of a Term Borrowing shall be applied ratably to the Loans included in the repaid Term Borrowing. Repayments of Term Borrowings shall be accompanied by accrued interest on the amounts repaid.

SECTION 2.08. Interest. (a) Subject to the provisions of subsection (b) below, (i) each Term SOFR Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to Term SOFR for such Interest Period plus the Applicable Rate; (ii) each Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate; (iii) each Alternative Currency Daily Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Alternative Currency Daily Rate plus the Applicable Rate; and (iv) each Alternative Currency Term Rate Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Alternative Currency Term Rate for such Interest Period plus the Applicable Rate.

(b) (i) If any amount of principal of any Loan is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable law.

(ii) If any amount (other than principal of any Loan) payable by any Borrower under any Loan Document is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such overdue amount shall thereafter bear interest, after as well as before judgment, at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable law.

(iii) Upon the request of the Required Lenders, while any Event of Default exists (other than as set forth in clauses (b)(i) and (b)(ii) above), the Borrowers shall pay interest on the principal amount of all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable law.

(iv) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

SECTION 2.09. Inability to Determine Rates. (a) If in connection with any request for a Term SOFR Loan or an Alternative Currency Loan or a conversion of Base Rate Loans to Term SOFR Loans or a continuation of any of such Loans, as applicable, (i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that (A) no Successor Rate for the Relevant Rate for the applicable Agreed Currency has been determined in accordance with Section 2.09(b) or Section 2.09(c) and the circumstances under clause (i) of Section 2.09(b) or of Section 2.09(c), the Scheduled Unavailability Date or the SOFR Scheduled Unavailability Date, has occurred with respect to such Relevant Rate (as applicable), or (B) adequate and reasonable means do not otherwise exist for determining the Relevant Rate for the applicable Agreed Currency for any determination date(s) or requested Interest Period, as applicable, with respect to a proposed Term SOFR Loan or an Alternative Currency Loan or in connection with an existing or proposed Base Rate Loan or (ii) the Administrative Agent or the Required Lenders determine that for any reason that the Relevant Rate with respect to a proposed Loan denominated in an Agreed Currency for any requested Interest Period or determination date(s) does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Company and each Lender.

Thereafter, (x) the obligation of the Lenders to make or maintain Loans in the affected currencies, as applicable, or to convert Base Rate Loans to Term SOFR Loans, shall be suspended in each case to the extent of the affected Term SOFR Loans, Alternative Currency Loans or Interest Period or determination date(s), as applicable, and (y) in the event of a determination described in the preceding sentence with respect to the Term SOFR component of the Base Rate, the utilization of the Term SOFR component in determining the Base Rate shall be suspended, in each case until the Administrative Agent (or, in the case of a determination by the Required Lenders described in clause (ii) of this Section 2.09(a), until the Administrative Agent upon instruction of the Required Lenders) revokes such notice.

Upon receipt of such notice, (i) the Borrowers may revoke any pending request for a Borrowing of, or conversion to Term SOFR Loans, or Borrowing of, or continuation of Alternative Currency Loans to the extent of the affected Term SOFR Loans, Alternative Currency Loans or Interest Period or determination date(s), as applicable or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans denominated in Dollars in the Dollar Equivalent of the amount specified therein and (ii) (A) any outstanding Term SOFR Loans shall be deemed to have been converted to Base Rate Loans immediately and (B) any outstanding affected Alternative Currency Loans, at the Company's election, shall either (1) be converted into a Borrowing of Base Rate Loans denominated in Dollars in the Dollar Equivalent of the amount of such outstanding Alternative Currency Loan immediately, in the case of an Alternative Currency Daily Rate Loan or at the end of the applicable Interest Period, in the case of an Alternative Currency Term Rate Loan or (2) be prepaid in full immediately, in the case of an Alternative Currency Daily Rate Loan, or at the end of the applicable Interest Period, in the case of an Alternative Currency Term Rate Loan; provided that if no election is made by the Company (x) in the case of an Alternative Currency Daily Rate Loan, by the date that is three Business Days after receipt by the Company of such notice or (y) in the case of an Alternative Currency Term Rate Loan, by the last day of the current Interest Period for the applicable Alternative Currency Term Rate Loan, the Company shall be deemed to have elected clause (1) above.

(b) Replacement of SOFR or SOFR Successor Rate. Notwithstanding anything to the contrary in this Agreement or any other Loan Documents, if the Administrative Agent determines (which determination shall be conclusive absent manifest error), or the Company or Required Lenders notify the Administrative Agent (with, in the case of the Required Lenders, a copy to the Company) that the Company or Required Lenders (as applicable) have determined, that:

(i) adequate and reasonable means do not exist for ascertaining one month, three month and six month interest periods of Term SOFR, including, without limitation, because the Term SOFR Screen Rate is not available or published on a current basis and such circumstances are unlikely to be temporary; or

(ii) CME or any successor administrator of the Term SOFR Screen Rate or a Governmental Authority having jurisdiction over the Administrative Agent or such administrator with respect to its publication of Term SOFR, in each case acting in such capacity, has made a public statement identifying a specific date after which one month, three month and six month interest periods of Term SOFR or the Term SOFR Screen Rate shall or will no longer be made available, or permitted to be used for determining the interest rate of U.S. dollar denominated syndicated loans, or shall or will otherwise cease, provided that, at the time of such statement, there is no successor administrator that is satisfactory to the Administrative Agent, that will continue to provide such interest periods of Term SOFR after such specific date (the latest date on which one month, three month and six month interest periods of Term SOFR or the Term SOFR Screen Rate are no longer available permanently or indefinitely, the "SOFR Scheduled Unavailability Date");

then, on a date and time determined by the Administrative Agent (any such date, the "Term SOFR Replacement Date"), which date shall be at the end of an Interest Period or on the relevant Interest Payment Date, as applicable, for interest calculated and, solely with respect to clause (ii) above, no later than the Scheduled Unavailability Date, Term SOFR will be replaced hereunder and under each Loan Document with Daily Simple SOFR plus the SOFR Adjustment for any payment period for interest calculated that can be determined by the Administrative Agent, in each case, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document (the "Successor Rate").

If the Successor Rate is Daily Simple SOFR plus the SOFR Adjustment, all interest payments will be payable on a monthly basis.

Notwithstanding anything to the contrary herein, (i) if the Administrative Agent determines that Daily Simple SOFR is not available on or prior to the Term SOFR Replacement Date, or (ii) if the events or circumstances of the type described in Section 2.09(b)(i) or (ii) have occurred with respect to the Successor Rate then in effect, then in each case, the Administrative Agent and the Company may amend this Agreement solely for the purpose of replacing Term SOFR or any then current Successor Rate in accordance with this Section 2.09 at the end of any Interest Period, relevant Interest Payment Date or payment period for interest calculated, as applicable, with an alternative benchmark rate for loans denominated in U.S. dollars giving due consideration to any evolving or then prevailing market convention for similar U.S. dollar denominated credit facilities syndicated and agented in the United States for such alternative benchmark. and, in each case, including any mathematical or other adjustments to such benchmark giving due consideration to any evolving or then existing convention for similar U.S. dollar denominated credit facilities syndicated and agented in the United States for such benchmark, which adjustment or method for calculating such adjustment shall be published on an information service as selected by the Administrative Agent from time to time in its reasonable discretion and may be periodically updated. For the avoidance of doubt, any such proposed rate and adjustments, shall constitute a "Successor Rate". Any such amendment shall become effective at 5:00 p.m. on the fifth Business Day after the Administrative Agent shall have posted such proposed amendment to all Lenders and the Company unless, prior to such time, Lenders comprising the Required Lenders have delivered to the Administrative Agent written notice that such Required Lenders object to such amendment.

(c) Replacement of Relevant Rate or Successor Rate. Notwithstanding anything to the contrary in this Agreement or any other Loan Documents, if the Administrative Agent determines (which determination shall be conclusive absent manifest error), or the Company or Required Lenders notify the Administrative Agent (with, in the case of the Required Lenders, a copy to the Company) that the Company or Required Lenders (as applicable) have determined, that:

(i) adequate and reasonable means do not exist for ascertaining the Relevant Rate (other than Term SOFR) for an Agreed Currency (other than Dollars) because none of the tenors of such Relevant Rate (other than Term SOFR) under this Agreement is available or published on a current basis, and such circumstances are unlikely to be temporary; or

(ii) the Applicable Authority has made a public statement identifying a specific date after which all tenors of the Relevant Rate (other than Term SOFR) for an Agreed Currency (other than Dollars) under this Agreement shall or will no longer be representative or made available, or permitted to be used for determining the interest rate of syndicated loans denominated in such Agreed Currency (other than Dollars), or shall or will otherwise cease, provided that, in each case, at the time of such statement, there is no successor administrator that is satisfactory to the Administrative Agent that will continue to provide such representative tenor(s) of the Relevant Rate (other than Term SOFR) for such Agreed Currency (other than Dollars) (the latest date on which all tenors of the Relevant Rate for such Agreed Currency (other than Dollars) under this Agreement are no longer representative or available permanently or indefinitely, the "Scheduled Unavailability Date");

or if the events or circumstances of the type described in Section 2.09(c)(i) or (ii) have occurred with respect to the Successor Rate then in effect, then, the Administrative Agent and the Company may amend this Agreement solely for the purpose of replacing the Relevant Rate for an Agreed Currency or any then current Successor Rate for an Agreed Currency in accordance with this Section 2.09 with an alternative benchmark rate giving due consideration to any evolving or then existing convention for similar credit facilities syndicated and agented in the U.S. and denominated in such Agreed Currency for such alternative benchmarks, and, in each case, including any mathematical or other adjustments to such benchmark giving due consideration to any evolving or then existing convention for similar credit facilities syndicated and agented in the U.S. and denominated in such Agreed Currency for such benchmarks (and any such proposed rate, including for the avoidance of doubt, any adjustment thereto, a "Non-SOFR Successor Rate", and collectively with the SOFR Successor Rate, each a "Successor Rate"), and any such amendment shall become effective at 5:00 p.m. on the fifth Business Day after the Administrative Agent shall have posted such proposed amendment to all Lenders and the Company unless, prior to such time, Lenders comprising the Required Lenders have delivered to the Administrative Agent written notice that such Required Lenders object to such amendment.

(d) Successor Rate. The Administrative Agent will promptly (in one or more notices) notify the Company and each Lender of the implementation of any Successor Rate.

Any Successor Rate shall be applied in a manner consistent with market practice; provided that to the extent such market practice is not administratively feasible for the Administrative Agent, such Successor Rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent.

Notwithstanding anything else herein, if at any time any Successor Rate as so determined would otherwise be less than 0.0%, the Successor Rate will be deemed to be 0.0% for the purposes of this Agreement and the other Loan Documents.

In connection with the implementation of a Successor Rate the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement; provided that, with respect to any such amendment effected, the Administrative Agent shall post each such amendment implementing such Conforming Changes to the Company and the Lenders reasonably promptly after such amendment becomes effective.

(e) For purposes of this Section 2.09, those Lenders that either have not made, or do not have an obligation under this Agreement to make, the relevant Loans in the relevant Alternative Currency shall be excluded from any determination of Required Lenders.

SECTION 2.10. Fees. (a) Commitment Fee. The Company shall pay to the Administrative Agent for the account of each Revolving Credit Lender in accordance with its Applicable Percentage, a commitment fee in Dollars equal to the Applicable Rate times the actual daily amount by which the Aggregate Revolving Credit Commitments exceed the sum of (i) the Outstanding Amount of Revolving Credit Loans and (ii) the Outstanding Amount of L/C Obligations, subject to adjustment as provided in Section 2.21. The commitment fee shall accrue at all times during the Availability Period, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable quarterly in arrears on the first Business Day after the end of each March, June, September and December, commencing with the first such date to occur after the Closing Date, and on the last day of the Availability Period. The commitment fee shall be calculated quarterly in arrears, and if there is any change in the Applicable Rate during any quarter, the actual daily amount shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect.

(b) Other Fees. The Company shall pay to the Arrangers and the Administrative Agent for their own respective accounts, in Dollars, fees in the amounts and at the times specified in the Fee Letters. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

SECTION 2.11. Computation of Interest and Fees; Retroactive Adjustments of Applicable Rate. (a) All computations of interest for Base Rate Loans (including Base Rate Loans determined by reference to Term SOFR) and for Loans denominated in Alternative Currencies (other than Alternative Currency Loans with respect to EURIBOR) shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed, or, in the case of interest in respect of Loans denominated in Alternative Currencies as to which market practice differs from the foregoing, in accordance with such market practice. All other computations of fees and interest, including those with respect to Term SOFR Loans and Alternative Currency Loans determined by reference to EURIBOR, shall be made on the basis of a 360-day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a 365-day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.13(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

(b) If, as a result of any restatement of or other adjustment to the financial statements of the Company or for any other reason (excluding any restatement of or other adjustment to the financial statements of the Company with respect to the initial adoption by the Company of Mark-to-Market Pension Accounting as described in Annex A), the Company or the Lenders determine that (i) the Leverage Ratio as calculated by the Company as of any applicable date was inaccurate and (ii) a proper calculation of the Leverage Ratio would have resulted in

higher pricing for such period, each Borrower shall immediately and retroactively be obligated to pay to the Administrative Agent for the account of the applicable Lenders or the applicable L/C Issuer, as the case may be, promptly on demand by the Administrative Agent (or, after the occurrence of an actual or deemed entry of an order for relief with respect to any Borrower under the Bankruptcy Code, automatically and without further action by the Administrative Agent, any Lender or any L/C Issuer), an amount equal to the excess of the amount of interest and fees (including participation fees with respect to Letters of Credit and Letter of Credit Fees, as applicable) that should have been paid for such period over the amount of interest and fees actually paid for such period. This clause (b) shall not limit the rights of the Administrative Agent, any Lender or any L/C Issuer, as the case may be, under Section 2.03(j) or 2.08(b) or under Article VII. Each Borrower's obligations under this clause (b) shall survive the termination of the Aggregate Commitments and the repayment of all other Obligations hereunder for a period of 90 days.

SECTION 2.12. Evidence of Debt. (a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender in the ordinary course of business. The Administrative Agent shall maintain the Register in accordance with Section 9.04(b)(iv). The accounts or records maintained by each Lender shall be conclusive absent manifest error of the amount of the Credit Extensions made by the Lenders to the Borrowers and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrowers hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the Register, the Register shall control in the absence of manifest error. Upon the request of any Lender to a Borrower made through the Administrative Agent, such Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Promissory Note, which shall evidence such Lender's Loans to such Borrower in addition to such accounts or records. Each Lender may attach schedules to its Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto.

(b) In addition to the accounts and records referred to in subsection (a) above, each Revolving Credit Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Lender of participations in Letters of Credit. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

SECTION 2.13. Payments Generally; Administrative Agent's Clawback. (a) General. All payments to be made by the Borrowers shall be made free and clear of and without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein and except with respect to principal of and interest on Loans denominated in an Alternative Currency, all payments by the Borrowers hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in Same Day Funds not later than 2:00 p.m. on the date specified herein. Except as otherwise expressly provided herein, all payments by the Borrowers hereunder with respect to principal and interest on Loans denominated in an Alternative Currency shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the applicable Administrative Agent's Office in such

Alternative Currency and in Same Day Funds not later than the Applicable Time specified by the Administrative Agent on the dates specified herein. If, for any reason, any Borrower is prohibited by any law from making any required payment hereunder in an Alternative Currency, such Borrower shall make such payment in Dollars in the Dollar Equivalent of the Alternative Currency payment amount. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after (i) 2:00 p.m., in the case of payments in Dollars, or (ii) after the Applicable Time specified by the Administrative Agent, in the case of payments in an Alternative Currency, shall, in each case, be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by any Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Term SOFR Loans or Alternative Currency Loans (or, in the case of any Borrowing of Base Rate Loans, prior to 12:00 noon on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or, in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the applicable Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the applicable Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in Same Day Funds with interest thereon, for each day from and including the date such amount is made available to such Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the applicable Overnight Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by such Borrower, the interest rate applicable to Base Rate Loans, or in the case of Alternative Currencies, in accordance with such market practice, in each case, as applicable. If such Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to such Borrower the amount of such interest paid by such Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by such Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from a Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or any L/C Issuer hereunder that such Borrower will not make such payment, the Administrative Agent may assume that such Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the applicable L/C Issuers, as the case may be, the amount due.

With respect to any payment that the Administrative Agent makes for the account of the Lenders or any L/C Issuer hereunder as to which the Administrative Agent determines (which determination shall be conclusive absent manifest error) that any of the following applies (such payment referred to as the "Rescindable Amount"): (1) the applicable Borrower has not in fact made such payment; (2) the Administrative Agent has made a payment in excess of the amount so paid by such Borrower (whether or not then owed); or (3) the Administrative Agent has for any reason otherwise erroneously made such payment; then each of the Lenders or the applicable L/C Issuer, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount so distributed to such Lender or such L/C Issuer, in Same Day Funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Lender or Borrower with respect to any amount owing under this clause (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to any Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Loans, to fund participations in Letters of Credit and to make payments pursuant to Section 9.03(c) are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any payment under Section 9.03(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payment under Section 9.03(c).

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(f) Insufficient Funds. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, L/C Borrowings, interest and fees then due hereunder, such funds shall be applied (i) first, toward payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, toward payment of principal and L/C Borrowings then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and L/C Borrowings then due to such parties.

SECTION 2.14. Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of the Loans made by it, or the participations in L/C Obligations held by it resulting in such Lender receiving payment of a proportion of the aggregate amount of such Loans or participations and accrued interest thereon greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans and subparticipations in L/C Obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them, provided that:

(a) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(b) the provisions of this Section 2.14 shall not be construed to apply to (x) any payment made by or on behalf of any Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender), (y) the application of Cash Collateral provided for in Section 2.16 or (z) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or subparticipations in L/C Obligations to any assignee or participant, other than an assignment to the Company or any Restricted Subsidiary thereof (as to which the provisions of this Section 2.14 shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation.

SECTION 2.15. Mitigation Obligations; Replacement of Lenders. (a) If any Lender requests compensation under Section 2.17 or 2.22, or if a Loan Party is required to pay any additional amount to any Lender or to any Governmental Authority for the account of any Lender pursuant to Section 2.19, then such Lender shall (at the request of any Borrower or the Borrower Agent) use commercially reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign and delegate its rights and obligations hereunder to another of its offices, branches or Affiliates if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.17, 2.19 or 2.22, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. Each Borrower hereby agrees to pay all reasonable out of pocket costs and expenses incurred by any Lender in connection with any such designation or assignment and delegation.

(b) If (i) any Lender requests compensation under Section 2.17 or 2.22, (ii) any Loan Party is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.19, (iii) any Lender has become a Defaulting Lender or (iv) any Lender has failed to consent to a proposed amendment, waiver, discharge or termination that under Section 9.02 requires the consent of all the Lenders (or all the affected Lenders or all the Lenders of the affected Class) and with respect to which the Required Lenders (or, in circumstances where Section 9.02 does not require the consent of the Required Lenders, a Majority in Interest of the Lenders of the affected Class) shall have granted their consent, then the Company may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, (1) require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under this Agreement and the other Loan Documents (or, in the case of any such assignment and delegation resulting from a failure to provide a consent, all its interests, rights and obligations under this Agreement and the other Loan Documents as a Lender of a particular Class) to an Eligible Assignee that shall assume such obligations (which may be another Lender, if a Lender accepts such assignment and delegation); provided that (A) the Company shall have received the prior written consent of the Administrative Agent (and, if a Revolving Credit Commitment is being assigned, each L/C Issuer), which consent shall not unreasonably be withheld (if such consent would be required under Section 9.04 in connection with an assignment to such Person), (B) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and, if applicable, participations in L/C Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, (if applicable, in each case only to the extent such amounts relate to its interest as a Lender of a particular Class) from the assignee (in the case of such principal and accrued interest and fees) or the Company (in the case of all other amounts), (C) in the case of any such assignment and delegation resulting from a claim for compensation under Section 2.17 or 2.22 or payments required to be made pursuant to Section 2.19, such assignment will result in a reduction in such compensation or payments and (D) in the case of any such assignment and delegation resulting from the failure to provide a consent, the assignee shall have given such consent and, as a result of such assignment and delegation and any contemporaneous assignments and delegations and consents, the applicable amendment, waiver, discharge or termination can be effected or (2) only in the circumstances described in clause (b)(iii) above, terminate the aggregate unused Commitments of such Defaulting Lender (on a non pro rata basis) upon five Business Days prior notice to the Administrative Agent.

(c) A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver or consent by such Lender or otherwise, the circumstances entitling the Company to require such assignment and delegation have ceased to apply. Each party hereto agrees that an assignment and delegation required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Company, the Administrative Agent and the assignee and that the Lender required to make such assignment and delegation need not be a party thereto.

SECTION 2.16. Cash Collateral. (a) Obligation to Cash Collateralize. At any time that there shall exist a Defaulting Lender, within one Business Day following the written request of the Administrative Agent or any L/C Issuer (with a copy to the Administrative Agent), the Company shall Cash Collateralize the L/C Issuers' Fronting Exposure with respect to such Defaulting Lender (determined after giving effect to Section 2.20(c) and any Cash Collateral provided by such Defaulting Lender) in an amount not less than the Minimum Collateral Amount. Additionally, if the Administrative Agent notifies the Company at any time that the Outstanding Amount of all L/C Obligations at such time exceeds 100% of the Letter of Credit Sublimit then in effect, then within two (2) Business Days after receipt of such notice, the Company shall provide Cash Collateral for the Outstanding Amount of the L/C Obligations in an amount not less than the amount by which the Outstanding Amount of all L/C Obligations exceeds the Letter of Credit Sublimit.

(b) Grant of Security Interest. The Company, and to the extent provided by any Defaulting Lender, such Defaulting Lender, hereby grants to (and subjects to the control of) the Administrative Agent, for the benefit of the Administrative Agent, the L/C Issuers and the Lenders, and agrees to maintain, a first priority security interest in all such cash, deposit accounts and all balances therein, and all other property so provided as collateral pursuant hereto, and in all proceeds of the foregoing, all as security for the obligations to which such Cash Collateral may be applied pursuant to Section 2.16(c). If at any time the Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent or the applicable L/C Issuer as herein provided, or that the total amount of such Cash Collateral is less than the Minimum Collateral Amount, the Company will, promptly upon demand by the Administrative Agent, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency (determined in the case of Cash Collateral provided pursuant to clause (a) above, after giving effect to Section 2.16(c) and any Cash Collateral provided by the Defaulting Lender). All Cash Collateral (other than credit support not constituting funds subject to deposit) shall be maintained in one or more Controlled Accounts at Bank of America. The Company shall pay on demand therefor from time to time all customary account opening, activity and other administrative fees and charges in connection with the maintenance and disbursement of Cash Collateral.

(c) Application. Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under any of this Section 2.16 or Sections 2.03, 2.04, 2.20 or Article VII in respect of Letters of Credit shall be held and applied to the satisfaction of the specific L/C Obligations, obligations to fund participations therein (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) and other obligations for which the Cash Collateral was so provided, prior to any other application of such property as may otherwise be provided for herein.

(d) Release. Cash Collateral (or the appropriate portion thereof) provided to reduce Fronting Exposure or to secure other obligations shall be released promptly following (i) the elimination of the applicable Fronting Exposure or other obligations giving rise thereto (including by the termination of Defaulting Lender status of the applicable Lender (or, as appropriate, its assignee following compliance with Section 2.20 and 9.04)) or (ii) the determination by the Administrative Agent and the applicable L/C Issuer that there exists excess Cash Collateral; provided, however, (x) any such release shall be without prejudice to, and any disbursement or other transfer of Cash Collateral shall be and remain subject to, any other Lien conferred under the Loan Documents and the other applicable provisions of the Loan Documents, and (y) the Person providing Cash Collateral and the applicable L/C Issuer may agree that Cash Collateral shall not be released but instead held to support future anticipated Fronting Exposure or other obligations.

SECTION 2.17. Increased Costs. (a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender or L/C Issuer (except any such reserve requirement reflected in the calculation of EURIBOR);

(ii) impose on any Lender or L/C Issuer or the applicable offshore interbank market for the applicable Agreed Currency any other condition, cost or expense affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein; or

(iii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes and (B) Excluded Taxes) on its loans, letters of credit, commitments or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender or other Recipient of making or maintaining any Loan (or of maintaining its obligation to make any such Loan), to increase the cost to such Lender, L/C Issuer or other Recipient of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or issue any Letter of Credit) or to reduce the amount of any sum received or receivable by such Lender, L/C Issuer or other Recipient hereunder (whether of principal, interest or any other amount but excluding lost profits), then, from time to time upon request of such Lender, L/C Issuer or other Recipient, the applicable Borrower will pay to such Lender, L/C Issuer or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, L/C Issuer or other Recipient, as the case may be, for such additional costs or expenses incurred or reduction suffered; provided that the Company shall not be liable for such compensation (A) unless such Lender or L/C Issuer is generally charging such amounts to similarly situated borrowers under comparable syndicated credit facilities or (B) if the relevant Change in Law occurs on a date prior to the date such Lender becomes a party hereto.

(b) If any Lender or L/C Issuer determines that any Change in Law regarding capital requirements or liquidity has had or would have the effect of reducing the rate of return on such Lender's or L/C Issuer's capital or on the capital of such Lender's or L/C Issuer's holding company, if any, as a consequence of this Agreement, the Commitments of or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such L/C Issuer, to a level below that which such Lender or L/C Issuer or such Lender's or L/C Issuer's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or L/C Issuer's policies and the policies of such Lender's or L/C Issuer's holding company with respect to capital adequacy and liquidity), then, from time to time upon request of such Lender or L/C Issuer, the applicable Borrower will pay to such Lender or L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or L/C Issuer or such Lender's or L/C Issuer's holding company for any such reduction suffered.

(c) A certificate of a Lender or L/C Issuer setting forth in reasonable detail the amount or amounts necessary to compensate such Lender or L/C Issuer or its holding company, or such other Recipient, as the case may be, as specified in paragraph (a) or (b) of this Section 2.17 delivered to the Company shall be conclusive absent manifest error. The applicable Borrower shall pay such Lender or L/C Issuer, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Failure or delay on the part of any Lender or L/C Issuer to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or L/C Issuer's right to demand such compensation; provided that the Borrowers shall not be required to compensate a Lender or L/C Issuer pursuant to this Section for any increased costs or expenses incurred or reductions suffered more than 180 days prior to the date that such Lender or L/C Issuer, as the case may be, notifies the Company of the Change in Law giving rise to such increased costs or expenses or reductions and of such Lender's or L/C Issuer's intention to claim compensation therefor; provided, further, that, if the Change in Law giving rise to such increased costs or expenses or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

SECTION 2.18. Break Funding Payments. (a) With respect to Loans that are not Alternative Currency Daily Rate Loans, in the event of (i) the payment of any principal of any Term SOFR Loan or Alternative Currency Term Rate Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (ii) the conversion of any Term SOFR Loan or Alternative Currency Term Rate Loan other than on the last day of the Interest Period applicable thereto, (iii) the failure to borrow, convert or continue any Term SOFR Loan or Alternative Currency Term Rate Loan on the date specified in any notice delivered pursuant hereto other than as a result of a failure to fund when the conditions precedent are met, (iv) the failure to prepay any Term SOFR Loan or Alternative Currency Term Rate Loan on a date specified therefor in any notice of prepayment given by any Borrower (whether or not such notice may be revoked in accordance with the terms hereof) or (v) the assignment of any Term SOFR Loan or Alternative Currency Term Rate Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the applicable Borrower, or the Borrower Agent on its behalf, pursuant to Section 2.15 or pursuant to Section 2.21(e), then, in any such event, the applicable Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. Such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (x) the amount of interest that would have accrued on the principal amount of such Loan had such event not occurred, at the Term SOFR or Alternative Currency Term Rate for Loans denominated in Euro, as applicable, that would have been applicable to such Loan (but not including the Applicable Rate applicable thereto), for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (y) the amount of interest that would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for deposits in the applicable currency of a comparable amount and period from other banks in the applicable offshore interbank market. A certificate of any Lender delivered to the applicable Borrower, or the

Borrower Agent on its behalf, and setting forth in reasonable detail any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be conclusive absent manifest error. The applicable Borrower shall pay (or cause to be paid) such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(b) With respect to Alternative Currency Daily Rate Loans, in the event of (i) the payment of any principal of any Alternative Currency Daily Rate Loan other than on the Interest Payment Date applicable thereto (including as a result of an Event of Default), (ii) the failure to borrow any Alternative Currency Daily Rate Loan on the date specified in any notice delivered pursuant hereto other than as a result of a failure to fund when the conditions precedent are met, (iii) the failure to prepay any Alternative Currency Daily Rate Loan on a date specified therefor in any notice of prepayment given by any Borrower (whether or not such notice may be revoked in accordance with the terms hereof) or (iv) the assignment of any Alternative Currency Daily Rate Loan other than on the Interest Payment Date applicable thereto as a result of a request by the applicable Borrower, or the Borrower Agent on its behalf, pursuant to Section 2.15 or pursuant to Section 2.21(e), then, in any such event, the applicable Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. A certificate of any Lender delivered to the applicable Borrower, or the Borrower Agent on its behalf, and setting forth in reasonable detail any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be conclusive absent manifest error. The applicable Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

SECTION 2.19. Taxes. (a) Withholding of Taxes; Gross-Up. Each payment by a Loan Party under this Agreement or any other Loan Document, whether to the Administrative Agent, any Lender or L/C Issuer or any other Person to which any such payment is owed (each of the foregoing being referred to as a "Recipient"), shall be made without deduction or withholding for any Taxes, unless such withholding is required by any applicable law. If any Withholding Agent determines, in its sole discretion exercised in good faith, that it is so required to withhold Taxes, then such Withholding Agent may so withhold and shall timely pay the full amount of deducted or withheld Taxes to the relevant Governmental Authority in accordance with applicable law. If such Taxes are Indemnified Taxes, then the amount payable by such Loan Party shall be increased as necessary so that, net of such withholding (including such withholding applicable to additional amounts payable under this Section), the applicable Recipient receives the amount it would have received had no such withholding been made.

(b) Payment of Other Taxes by the Loan Parties. The Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for, Other Taxes.

(c) Evidence of Payment. As soon as practicable after any payment of Taxes by a Loan Party to a Governmental Authority pursuant to this Agreement, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(d) Indemnification by the Loan Parties. The Loan Parties shall (severally and not jointly; provided that each Foreign Borrower is jointly and severally liable for the Foreign Borrower Obligations) indemnify each Recipient for any Indemnified Taxes that are paid or payable by such Recipient in connection with this Agreement (including amounts paid or payable under this paragraph but excluding any amounts which are compensated for by an increased payment under Section 2.19(a))) and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The indemnity under this paragraph shall be paid within 20 days after the Recipient delivers to any Loan Party a certificate stating the amount of any Indemnified Taxes so paid or payable by such Recipient and describing in reasonable detail the basis for the indemnification claim. Such certificate shall be conclusive of the amount so paid or payable absent manifest error. Such Recipient shall deliver a copy of such certificate to the Administrative Agent.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent for any Taxes (but, in the case of any Indemnified Taxes, the Administrative Agent shall be indemnified only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so) attributable to such Lender that are paid or payable by the Administrative Agent in connection with this Agreement and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The indemnity under this paragraph shall be paid within 10 days after the Administrative Agent delivers to the applicable Lender a certificate stating the amount of Taxes so paid or payable by the Administrative Agent. Such certificate shall be conclusive of the amount so paid or payable absent manifest error. Each Lender hereby authorizes the Administrative Agent to setoff and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) Status of Lenders. (i) Any Lender that is entitled to an exemption from, or reduction of, any applicable withholding Tax with respect to any payments under this Agreement shall deliver to each Borrower and the Administrative Agent, at the time or times reasonably requested by such Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by such Borrower or the Administrative Agent as will permit such payments to be made without, or at a reduced rate of, withholding. In addition, any Lender, if requested by a Borrower or the Administrative Agent, shall deliver such other documentation prescribed by law or reasonably requested by a Borrower or the Administrative Agent as will enable such Borrower or the Administrative Agent to determine whether or not such Lender is subject to any withholding (including backup withholding) or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in clauses (A) through (E) of paragraph (f)(ii) below) shall not be required if in the Lender's judgment such completion, execution or submission would materially prejudice the legal or commercial position of such Lender. Upon the reasonable request of a Borrower or the Administrative Agent, any Lender shall update any form or certification previously delivered pursuant to this Section 2.19(f). If any form or certification previously delivered pursuant to this Section 2.19(f) expires or becomes obsolete or inaccurate in any respect with respect to a Lender, such Lender shall promptly notify the applicable Borrower, or the Borrower Agent on its behalf, and the Administrative Agent in writing of such expiration, obsolescence or inaccuracy and update the form or certification if it is legally eligible to do so. Notwithstanding any other provision of this paragraph, a Lender shall not be required to deliver any form pursuant to this paragraph that it is not legally able to deliver.

(ii) Without limiting the generality of the foregoing, each Lender shall, if it is legally eligible to do so, deliver to each Borrower and the Administrative Agent (in such number of copies as is reasonably requested by such Borrower and the Administrative Agent) on or prior to the date on which such Lender becomes a party hereto, duly completed and executed copies of whichever of the following is applicable:

(A) in the case of a Lender that is a U.S. Person, IRS Form W-9 certifying that such Lender is exempt from U.S. Federal backup withholding Tax;

(B) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States of America is a party (1) with respect to payments of interest under this Agreement, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the "interest" article of such tax treaty and (2) with respect to any other applicable payments under this Agreement, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(C) in the case of a Foreign Lender for whom payments under this Agreement constitute income that is effectively connected with such Lender's conduct of a trade or business in the United States of America, IRS Form W-8ECI;

(D) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, both (1) IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, and (2) a certificate substantially in the form of Exhibit I-1, Exhibit I-2, Exhibit I-3 or Exhibit I-4 (each, a "U.S. Tax Certificate"), as applicable, to the effect that such Lender is not (x) a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (y) a "10 percent shareholder" of the applicable Borrower within the meaning of Section 881(c)(3)(B) of the Code or (z) a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code;

(E) in the case of a Foreign Lender that is not the beneficial owner of payments made under this Agreement (including a partnership or a participating Lender), (1) an IRS Form W-8IMY on behalf of itself and (2) the relevant forms prescribed in clauses (A), (B), (C), (D) and (F) of this paragraph (f)(ii) that would be required of each such beneficial owner or partner of such partnership if such beneficial owner or partner were a Lender; provided that if such Lender is a partnership and one or more of its partners are claiming the exemption for portfolio interest under Section 881(c) of the Code, such Lender may provide a U.S. Tax Certificate on behalf of such partners; or

(F) any other form prescribed by law as a basis for claiming exemption from, or a reduction of, U.S. Federal withholding Tax, together with such supplementary documentation as shall be necessary to enable the applicable Borrower or the Administrative Agent to determine the amount of Tax (if any) required by law to be withheld.

(iii) If a payment made to a Lender under this Agreement would be subject to U.S. Federal withholding Tax or reporting requirements imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Withholding Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Withholding Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Withholding Agent as may be necessary for the Withholding Agent to comply with its obligations under FATCA, to determine that such Lender has or has not complied with such Lender's obligations under FATCA and, as necessary, to determine the amount to deduct and withhold or to report from such payment. Solely for purposes of this Section 2.19(f)(iii), the term "FATCA" shall include any amendments made to FATCA after the Closing Date.

(g) Additional United Kingdom Tax Matters. (i) Subject to (ii) below, each Lender and each Loan Party which makes a payment to such Lender shall cooperate in completing any procedural formalities necessary for such Loan Party to obtain authorization to make such payment without a UK Tax Deduction, including making and filing an appropriate application for relief under an applicable UK Treaty.

(ii) A UK Treaty Lender that (x) holds a passport under the HMRC DT Treaty Passport scheme and (y) wishes such scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence: (A) where the UK Treaty Lender is a Lender on the date of this Agreement, in such Lender's Tax Administrative Questionnaire; or (B) where the UK Treaty Lender becomes a Lender after the date of this Agreement, the relevant Assignment and Assumption, and upon satisfying either clause (A) or (B) above, such Lender shall have satisfied its obligation under paragraph (g)(i) above but that UK Treaty Lender shall have an obligation to cooperate further with the relevant Credit Party in accordance with Section 2.19(g)(iii).

(iii) If a Lender has confirmed its scheme reference number and its jurisdiction of tax residence in accordance with paragraph (g)(ii) above and:

(A) a Loan Party making a payment to such Lender has not made a UK Borrower DTTP Filing in respect of such Lender; or

(B) a Loan Party making a payment to such Lender has made a UK Borrower DTTP Filing in respect of such Lender but:

(1) such UK Borrower DTTP Filing has been rejected by HMRC; or

(2) HMRC has not given such Loan Party authority to make payments to such Lender without a UK Tax Deduction within 30 Business Days of the date of such UK Borrower DTTP Filing;

and in each case, the relevant Loan Party has notified that Lender in writing of either (1) or (2) above, then such Lender and such Loan Party shall co-operate in completing any additional procedural formalities necessary for such Loan Party to obtain authorization to make that payment without a UK Tax Deduction.

(iv) If a Lender has not confirmed its scheme reference number and jurisdiction of tax residence in accordance with paragraph (g)(ii) above, no Loan Party shall make a UK Borrower DTTP Filing or file any other form relating to the HMRC DT Treaty Passport scheme in respect of that Lender's Commitment(s) or its participation in any Loan unless the Lender otherwise agrees.

(v) Each Loan Party shall, promptly on making a UK Borrower DTTP Filing, deliver a copy of such UK Borrower DTTP Filing to the Administrative Agent for delivery to the relevant Lender.

(vi) A Lender that is a UK Qualifying Lender solely by virtue of sub-paragraph (b) of the definition of UK Qualifying Lender (A) in the case of a Lender that is a Lender on the date of this Agreement, gives a UK Tax Confirmation to the Company by entering into the Agreement; and (B) in the case of a Lender that becomes a Lender after the date of this Agreement, shall give a UK Tax Confirmation to the Company in the Assignment and Assumption that it executes. A Lender that is a UK Qualifying Lender solely by virtue of sub-paragraph (b) of the definition of UK Qualifying Lender shall promptly notify the Company and the Administrative Agent if there is any change in the position from that set out in the UK Tax Confirmation; provided that the Lender shall, where such change occurs as a result of a change in law, promptly notify the Company and the Administrative Agent on becoming aware of that change.

(vii) Each Lender shall indicate, for the benefit of the Administrative Agent and any relevant Loan Party, but without liability to any Loan Party, whether it is:

(A) not a UK Qualifying Lender;

(B) a UK Qualifying Lender (that is not a UK Treaty Lender); or

(C) a UK Treaty Lender,

in (x) where the Lender is a Lender on the date of this Agreement, such Lender's Tax Administrative Questionnaire; or (y) where the Lender becomes a Lender after the date of this Agreement, the relevant Assignment and Assumption. If a Lender fails to indicate its status in accordance with this Section 2.19(g)(vii) then such Lender shall be treated for the purposes of this Agreement (including by each Loan Party) as if it is not a UK Qualifying Lender until such time as it notifies Company and the Administrative Agent. An Assignment and Assumption shall not be invalidated by any failure of a Lender to comply

with this Section 2.19(g)(vii). Each Lender shall promptly notify the Company and the Administrative Agent if it has ceased to be a UK Qualifying Lender; provided that the Lender shall, where that Lender ceases to be a UK Qualifying Lender as a result of a change in law, promptly notify the Company and the Administrative Agent on becoming aware of it ceasing to be a UK Qualifying Lender.

(viii) Each UK Treaty Lender shall notify the Company and the Administrative Agent if it determines in its sole discretion that it ceases to be entitled to claim the benefits of a UK Treaty with respect to payments made by any UK Borrower hereunder.

(h) Additional Dutch Withholding Tax Matters. (i) Each Lender and each Dutch Borrower which makes a payment to such Lender shall cooperate in completing any procedural formalities necessary for such Dutch Borrower to obtain authorization to make such payment without withholding or deduction for Taxes imposed under the laws of the Netherlands.

(ii) Each Lender shall notify the Dutch Borrower and Administrative Agent if such Lender determines in its sole discretion that it ceases to be entitled to claim the benefits of an income tax treaty to which the Netherlands is a party with respect to payments made by any Dutch Borrower hereunder.

(i) Treatment of Certain Refunds. If any Recipient determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section (including additional amounts paid pursuant to this Section), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of Recipient and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such Recipient, shall repay to such Recipient the amount paid to such Recipient pursuant to the prior sentence (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event such Recipient is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph, in no event will any Recipient be required to pay any amount to any indemnifying party pursuant to this paragraph if such payment would place such Recipient in a less favorable position (on a net after-Tax basis) than such Recipient would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require any Recipient to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(j) (i) All amounts expressed to be payable under a Loan Document by any party to a Loan Document (a "Party") to a Lender or Administrative Agent which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to paragraph (ii) below, if VAT is or becomes chargeable on any supply made by any Lender or Administrative Agent to any Party under a Loan Document and such Lender or Administrative Agent is required to account to the relevant tax authority for the VAT, that Party must pay to such Lender or Administrative Agent (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and such Lender or Administrative Agent must promptly provide an appropriate VAT invoice to that Party).

(ii) If VAT is or becomes chargeable on any supply made by any Lender or Administrative Agent (the "Supplier") to any Recipient under a Loan Document, and any Party other than the Recipient (the "Relevant Party") is required by the terms of any Loan Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):

(A) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Relevant Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (A) applies) promptly pay to the Relevant Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply; and

(B) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Relevant Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.

(iii) Where a Loan Document requires any Party to reimburse or indemnify a Lender or Administrative Agent for any cost or expense, that Party shall reimburse or indemnify (as the case may be) such Lender or Administrative Agent for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such Lender or Administrative Agent reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

(iv) Any reference in this Section 2.19(j) to any Party shall, at any time when such Party is treated as a member of a group or unity (or fiscal unity) for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the person who is treated as making the supply, or (as appropriate) receiving the supply, under the grouping rules (provided for in Article 11 of Council Directive 2006/112/EC (or as implemented by the relevant member state of the European Union) or any other similar provision in any jurisdiction which is not a member of the European Union).

(v) In relation to any supply made by a Lender or Administrative Agent to any Party under a Loan Document, if reasonably requested by such Lender or Administrative Agent, that Party must promptly provide such Lender or Administrative Agent with details of that Party's VAT registration and such other information as is reasonably requested in connection with such Lender or Administrative Agent's VAT reporting requirements in relation to such supply.

(k) L/C Issuer. For purposes of this Section 2.19, the term "Lender" shall include each L/C Issuer.

(l) Survival. Each party's obligations under this Section shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, and the occurrence of the Termination Date.

SECTION 2.20. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Revolving Credit Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Revolving Credit Lender is a Defaulting Lender:

(a) commitment fees shall cease to accrue on the unused amount of the Revolving Commitment of such Defaulting Lender pursuant to Section 2.10(a);

(b) the Revolving Credit Commitment and Revolving Credit Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders or any other requisite Lenders have taken or may take any action hereunder or under any other Loan Document (including any consent to any amendment, waiver or other modification pursuant to Section 9.02), in each case, except to the extent expressly provided in the second to last sentence of Section 9.02(b);

(c) if any L/C Obligations exists at the time such Revolving Credit Lender becomes a Defaulting Lender then:

(i) all or any part of the L/C Obligations of such Defaulting Lender shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Applicable Percentages (with the term "Applicable Percentage" meaning, with respect to any Lender for purposes of reallocations to be made pursuant to this paragraph (c), the percentage of the Aggregate Revolving Credit Commitment represented by such Lender's Revolving Credit Commitment at the time of such reallocation calculated disregarding the Revolving Credit Commitments of the Defaulting Lenders at such time) but only to the extent that the sum of all Non-Defaulting Lenders' Revolving Credit Exposures plus such Defaulting Lender's L/C Obligations does not exceed the sum of all Non-Defaulting Lenders' Revolving Credit Commitments;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrowers shall within one Business Day following notice by the Administrative Agent cash collateralize for the benefit of the L/C Issuers the portion of such Defaulting Lender's L/C Obligations that has not been reallocated in accordance with the procedures set forth in Section 2.16 for so long as such L/C Obligations is outstanding;

(iii) if the Borrowers cash collateralize any portion of such Defaulting Lender's L/C Obligations pursuant to clause (ii) above, the Borrowers shall not be required to pay participation fees to such Defaulting Lender pursuant to Section 2.03(j) with respect to such portion of such Defaulting Lender's L/C Obligations for so long as such Defaulting Lender's L/C Obligations is cash collateralized;

(iv) if any portion of the L/C Obligations of such Defaulting Lender is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Sections 2.10(a) and 2.03(j) shall be adjusted to give effect to such reallocation; and

(v) if all or any portion of such Defaulting Lender's L/C Obligations is neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of any L/C Issuer or any other Lender hereunder, all participation fees payable under Section 2.03(j) with respect to such Defaulting Lender's L/C Obligations shall be payable to the L/C Issuers (and allocated among them ratably based on the amount of such Defaulting Lender's L/C Obligations attributable to Letters of Credit issued by each L/C Issuer) until and to the extent that such L/C Obligations is reallocated and/or cash collateralized; and

(d) so long as such Revolving Credit Lender is a Defaulting Lender, no L/C Issuer shall be required to issue, amend, renew or extend any Letter of Credit, unless in each case it is satisfied that the related exposure and the Defaulting Lender's then outstanding L/C Obligations will be fully covered by the Revolving Credit Commitments of the Non-Defaulting Lenders and/or cash collateral provided by the Borrowers in accordance with Section 2.21(c), and participating interests in any such issued, amended, reviewed or extended Letter of Credit will be allocated among the Non-Defaulting Lenders in a manner consistent with Section 2.20(c)(i) (and such Defaulting Lender shall not participate therein).

In the event that (x) a Bankruptcy Event with respect to a Revolving Credit Lender Parent shall have occurred following the date hereof and for so long as such Bankruptcy Event shall continue or (y) any L/C Issuer has a good faith belief that any Revolving Credit Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, no L/C Issuer shall be required to issue, amend, renew or extend any Letter of Credit, unless such L/C Issuer shall have entered into arrangements with the applicable Borrower, or the Borrower Agent on its behalf, or such Revolving Credit Lender satisfactory to such L/C Issuer to defease any risk to it in respect of such Lender hereunder.

In the event that the Administrative Agent, the Company and each L/C Issuer each agree that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender (a "Restored Lender"), then the L/C Obligations of the Revolving Credit Lenders shall be reallocated in accordance with their Applicable Percentages and on such date such Restored Lender shall purchase at par such of the Revolving Credit Loans of the other Revolving Credit Lenders as the Administrative Agent shall determine may be necessary in order for such Restored Lender to hold such Loans in accordance with its Applicable Percentage (with the term "Applicable Percentage" meaning, with respect to any Lender for purposes of reallocations to be made pursuant to this paragraph, the percentage of the Aggregate Revolving Credit Commitment represented by such Lender's Revolving Credit Commitment at the time of such reallocation calculated including the Revolving Credit Commitment of such Restored Lender but disregarding the Revolving Credit Commitments of the Defaulting Lenders at such time).

Subject to Section 9.18, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

SECTION 2.21. Incremental Facilities. (a) The Company may on one or more occasions, by written notice to the Administrative Agent, request (i) during the Availability Period, the establishment of Incremental Revolving Commitments and/or (ii) following the Closing Date, the establishment of Incremental Term Commitments, in an aggregate amount for all such Incremental Commitments not to exceed the sum of (A) $300,000,000 less the aggregate amount of Incremental Equivalent Debt incurred by the Company in reliance on this clause (A) plus (B) such amount as would not cause the Secured Leverage Ratio, computed on a Pro Forma Basis (but without netting the cash proceeds thereof) as of the last day of the fiscal quarter most recently ended prior to the effective date of the relevant Incremental Facility Agreement in respect of which financial statements have been delivered pursuant to Section 5.01(a) or (b), to exceed, 3.00 to 1.00; provided that for purposes of the pro forma calculations required by clauses (A) and (B) above, (x) the Incremental Revolving Commitments that would become effective in connection with the requested Incremental Facility shall be assumed to be fully drawn and (y) the calculation of clause (B) above shall be determined without giving effect to any incurrence under clause (A) above that is incurred substantially simultaneously with amounts under clause (B) above; provided, further, that, in the case of Incremental Term Commitments established to finance a Limited Condition Acquisition, the condition set forth in this clause (B) may, at the Company's option, as set forth in the applicable Incremental Facility Agreement, be tested at the signing of the definitive agreement to consummate such Limited Condition Acquisition or at the closing thereof. Each such notice shall specify (A) the date on which the Company proposes that the Incremental Revolving Commitments or the Incremental Term Commitments, as applicable, shall be effective, which shall be a date not less than 10 Business Days (or such shorter period as may be agreed to by the Administrative Agent) after the date on which such notice is delivered to the Administrative Agent and (B) the amount of the Incremental Revolving Commitments or Incremental Term Commitments, as applicable, being requested (it being agreed that (x) any Lender approached to provide any Incremental Revolving Commitment or Incremental Term Commitment may elect or decline, in its sole discretion, to provide such Incremental Revolving Commitment or Incremental Term Commitment and (y) any Person that the Company proposes to become an Incremental Lender, if such Person is not then a Lender, must be an Eligible Assignee and must be reasonably acceptable to the Administrative Agent and, in the case of any proposed Incremental Revolving Credit Lender, each L/C Issuer.

(b) The terms and conditions of any Incremental Revolving Commitment and Loans and other extensions of credit to be made thereunder shall be, except as otherwise set forth herein, identical to those of the Revolving Credit Commitments and Revolving Credit Loans and other extensions of credit made thereunder, and shall be treated as a single Class with such Revolving Commitments and Loans; provided that (i) the maturity date of any Incremental Revolving Commitments shall be no sooner than, but may be later than, the Maturity Date of the Revolving Credit Facility, (ii) there shall be no mandatory reduction of any Incremental Revolving Commitments prior to the Maturity Date for the Revolving Credit Facility and (iii) the up-front fees applicable to any Incremental Revolving Facility shall be as determined by the Company and the Incremental Revolving Credit Lenders providing such Incremental Facility. The terms and conditions of any Incremental Term Facility and the Incremental Term Loans to be made thereunder shall be, except as otherwise set forth herein or in the applicable Incremental Facility

Agreement, identical to those of the Term Commitments and the Term Loans; provided that (i) the up-front fees, interest rates and amortization schedule applicable to any Incremental Term Facility and Incremental Term Loans shall be determined by the Company and the Incremental Term Lenders providing the relevant Incremental Term Commitments, (ii) the weighted average life to maturity of any Incremental Term Loans shall be no shorter than, but may be longer than, the remaining weighted average life to maturity of the then outstanding Term Loans (determined without giving effect to any prepayments that reduce amortization) (iii) no Incremental Term Maturity Date shall be earlier than, but may be later than, the Maturity Date for the Revolving Credit Facility and (iv) no Incremental Term Maturity Date shall be earlier than, but may be later than, the Maturity Date for the Term Loans. Notwithstanding the foregoing, the terms and conditions applicable to an Incremental Facility may include additional or different financial or other covenants or other provisions that are agreed between the Company and the Lenders providing such Incremental Facility which are applicable only during periods after the Latest Maturity Date that is in effect on the date of effectiveness of such Incremental Facility. Any Incremental Term Facilities established pursuant to an Incremental Facility Agreement that have identical terms, and any Incremental Term Loans made thereunder, shall be designated as a separate series (each a "Series") of Incremental Term Commitments and Incremental Term Loans for all purposes of this Agreement. Notwithstanding anything to the contrary herein, each Incremental Facility and all extensions of credit thereunder shall be secured by the Collateral on a pari passu basis with the other Loan Document Obligations.

(c) The Incremental Commitments and Incremental Facilities relating thereto shall be effected pursuant to one or more Incremental Facility Agreements executed and delivered by the Company, each Incremental Lender providing such Incremental Commitments and Incremental Facilities and the Administrative Agent; provided that no Incremental Commitments shall become effective unless (i) no Default or Event of Default shall have occurred and be continuing on the date of effectiveness thereof, both immediately prior to and immediately after giving effect to such Incremental Term Commitments and the making of Loans and issuance of Letters of Credit thereunder to be made on such date; provided that, in the case of Incremental Term Commitments established to finance a Limited Condition Acquisition, except with respect to the requirement that there not have occurred and be continuing any Default under paragraph (a) or (b) of Article VII or any Default with respect to any Borrower under paragraph (i) or (j) of Article VII (which must be true both immediately prior to and immediately after giving effect to such Incremental Commitments and the making of Loans thereunder to be made on the date of effectiveness thereof), any condition set forth in this clause (i) may, at the Company's option, as set forth in the applicable Incremental Facility Agreement, be tested at the signing of the agreement to make such Limited Condition Acquisition or on the date of effectiveness of such Incremental Term Commitments, (ii) on the date of effectiveness thereof, the representations and warranties of each Loan Party set forth in the Loan Documents shall be made and shall be true and correct (A) in the case of the representations and warranties qualified as to materiality, in all respects and (B) otherwise, in all material respects, in each case on and as of such date, except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty shall be so true and correct on and as of such prior date; provided that, in the case of Incremental Term Commitments established to finance a Limited Condition Acquisition, the condition set forth in this clause (ii) may, at the Company's option, be modified in a manner determined by the Company and the Incremental Lenders providing such Incremental Term Loan Commitments, as set forth in the applicable Incremental Facility Agreement, such that

the only representations and warranties the accuracy of which is a condition to the effectiveness of such Incremental Term Commitments are the Specified Representations, (iii) after giving effect to such Incremental Commitments and the making of Loans pursuant thereto and the use of proceeds thereof (and based on the assumption that borrowings are effected in the full amount of any Incremental Revolving Commitments), the Company shall be in compliance on a Pro Forma Basis with the covenant contained in Section 6.13 recomputed as of the last day of the most-recently ended fiscal quarter of the Company for which financial statements shall have been delivered pursuant to Section 5.01(a) or 5.01(b); provided that, in the case of Incremental Term Commitments established to finance a Limited Condition Acquisition, the condition set forth in this clause (iii) may, at the Company's option, as set forth in the applicable Incremental Facility Agreement, be tested at the signing of the agreement to make such Limited Condition Acquisition or on the date of effectiveness of such Incremental Term Commitments, (iv) the Company shall make any payments required to be made pursuant to Section 2.18 in connection with such Incremental Commitments and the related transactions under this Section and (v) the Company shall have delivered to the Administrative Agent such legal opinions, board resolutions, secretary's certificates, officer's certificates and other documents as shall reasonably be requested by the Administrative Agent in connection with any such transaction, including a certificate of a Financial Officer to the effect set forth in clauses (i), (ii) and (iii) above, together with reasonably detailed calculations demonstrating compliance with clause (iii) above. Each Incremental Facility Agreement may, without the consent of any Lender, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the opinion of the Administrative Agent, to give effect to the provisions of this Section; provided that to the extent that any term of any such amendment could not be approved as an amendment of this Agreement by the Lenders providing such Incremental Commitments voting a single Class without the approval of any other Lender, such amendment will be subject to the approval of the requisite Lenders required under this Agreement.

(d) Upon the effectiveness of an Incremental Commitment of any Incremental Lender, (i) such Incremental Lender shall be deemed to be a "Lender" (and a Lender in respect of Commitments and Loans of the applicable Class) hereunder, and henceforth shall be entitled to all the rights of, and benefits accruing to, Lenders (or Lenders in respect of Commitments and Loans of the applicable Class) hereunder and shall be bound by all agreements, acknowledgements and other obligations of Lenders (or Lenders in respect of Commitments and Loans of the applicable Class) hereunder and under the other Loan Documents and (ii) in the case of any Incremental Revolving Commitment, (A) such Incremental Revolving Commitment shall constitute (or, in the event such Incremental Lender already has a Revolving Commitment, shall increase) the Revolving Commitment of such Incremental Lender and (B) the Aggregate Revolving Credit Commitment shall be increased by the amount of such Incremental Revolving Commitment, in each case, subject to further increase or reduction from time to time as set forth in the definition of the term "Revolving Credit Commitment". Upon the effectiveness of any Incremental Revolving Commitment, the Revolving Credit Exposure of the Incremental Revolving Credit Lender holding such Commitment, and the Applicable Percentage of all the Revolving Credit Lenders, shall automatically be adjusted to give effect thereto.

(e) On the date of effectiveness of any Incremental Revolving Commitments, each Revolving Credit Lender shall assign to each Incremental Revolving Credit Lender holding such Incremental Revolving Commitment, and each such Incremental Revolving Credit Lender shall purchase from each Revolving Credit Lender, at the principal amount thereof (together with accrued interest), such interests in the Revolving Credit Loans and participations in Letters of Credit outstanding on such date as shall be necessary in order that, after giving effect to all such assignments and purchases, such Revolving Credit Loans and participations in Letters of Credit will be held by all the Revolving Credit Lenders (including such Incremental Revolving Credit Lenders) ratably in accordance with their Applicable Percentages after giving effect to the effectiveness of such Incremental Revolving Commitment.

(f) Subject to the terms and conditions set forth herein and in the applicable Incremental Facility Agreement, each Lender holding an Incremental Term Commitment of any Series shall make a loan to the Company in an amount equal to such Incremental Term Commitment on the date specified in such Incremental Facility Agreement.

(g) The Administrative Agent shall notify the Lenders promptly upon receipt by the Administrative Agent of any notice from the Company referred to in Section 2.21(a) and of the effectiveness of any Incremental Commitments, in each case advising the Lenders of the details thereof and, in the case of effectiveness of any Incremental Revolving Commitments, of the Applicable Percentages of the Revolving Credit Lenders after giving effect thereto and of the assignments required to be made pursuant to Section 2.21(e).

SECTION 2.22. Additional Reserve Costs. (a) If and for so long as any Lender is required to make special deposits with the Bank of England, to maintain reserve asset ratios or to pay fees, in each case in respect of such Lender's Loans, such Lender may require the applicable Borrower to pay, contemporaneously with each payment of interest on each of such Loans, additional interest on such Loans at a rate per annum specified by such Lender to be the cost to such Lender of complying with such requirements in relation to such Loans; provided that no Lender may request the payment of any amount under this paragraph to the extent resulting from a requirement imposed (other than as provided in Section 2.17) on such Lender by any Governmental Authority (and not on Lenders or any class of Lenders generally) in respect of a concern expressed by such Governmental Authority with such Lender specifically, including with respect to its financial health.

(b) If and for so long as any Lender is required to comply with reserve assets, liquidity, cash margin or other requirements of any monetary or other authority (including any such requirement imposed by the European Central Bank or the European System of Central Banks, but excluding requirements addressed by Section 2.24(a)) in respect of any of such Lender's Loans, such Lender may require the applicable Borrower to pay, contemporaneously with each payment of interest on each of such Lender's Loans subject to such requirements, additional interest on such Loans at a rate per annum specified by such Lender to be the cost to such Lender of complying with such requirements in relation to such Loans; provided that no Lender may request the payment of any amount under this paragraph to the extent resulting from a requirement imposed (other than as provided in Section 2.14) on such Lender by any Governmental Authority (and not on Lenders or any class of Lenders generally) in respect of a concern expressed by such Governmental Authority with such Lender specifically, including with respect to its financial health.

(c) Any additional interest owed pursuant to paragraph (a) or (b) above shall be determined by the relevant Lender, acting in good faith, which determination shall be conclusive absent manifest error, and notified to the applicable Borrower, or the Borrower Agent on its behalf, (with a copy to the Administrative Agent) at least five Business Days before each date on which interest is payable for the relevant Loans, and such additional interest so notified to the applicable Borrower, or the Borrower Agent on its behalf, by such Lender shall be payable to such Lender on each date on which interest is payable for such Loans.

SECTION 2.23. Foreign Borrowers. (a) The Company may, upon not less than ten (10) Business Days' written notice (or such shorter period as may be agreed by the Administrative Agent) to the Administrative Agent and the Revolving Credit Lenders, request that the Revolving Credit Lenders approve the designation of any Restricted Subsidiary (an "Applicant Borrower") that is a wholly-owned Foreign Subsidiary of the Company as a Foreign Borrower hereunder by delivery to the Administrative Agent of a Foreign Borrower Joinder Agreement executed by such Restricted Subsidiary, the Company and the other Loan Parties under which such Restricted Subsidiary agrees to become a Foreign Borrower and each Loan Party reaffirms its guarantees, pledges, grants and other commitments and obligations under the Loan Documents to which such Loan Party is party. The approval of the designation of an Applicant Borrower as a Foreign Borrower may be granted or withheld in the sole discretion of any Revolving Credit Lender. An Applicant Borrower shall become a Foreign Borrower upon receipt by the Administrative Agent of (i) the written approval of each Revolving Credit Lender, and (ii) the Company's written approval of such amendments or other modifications to this Agreement and the other Loan Documents as may reasonably be specified by the Administrative Agent to effect the addition of such Applicant Borrower as a Foreign Borrower (collectively, the "Applicant Borrower Amendments"), it being understood that, notwithstanding anything to the contrary in this Agreement, including in Section 9.02, any Applicant Borrower Amendments shall be effective when executed and delivered by the Company and the Administrative Agent. The Administrative Agent shall send a notice to the Company and the Lenders specifying the effective date upon which the requested Applicant Borrower shall constitute a Foreign Borrower for purposes hereof, whereupon each of the Lenders agrees to permit such Foreign Borrower to receive Loans hereunder, on the terms and conditions set forth herein (as amended by the Applicant Borrower Amendments), and each of the parties hereto agrees that such Applicant Borrower shall for all purposes of this Agreement be a party to and a Foreign Borrower under this Agreement

(b) Notwithstanding the preceding paragraph (a), no Subsidiary shall become a Foreign Borrower if it shall be unlawful or a violation of a Lender's internal policies for such Subsidiary to become a Borrower hereunder or for any Lender to make Loans or otherwise extend credit to such Subsidiary as provided herein.

(c) The Company may from time to time, upon not less than five (5) Business Days' written notice to the Administrative Agent (or such shorter period as may be agreed by the Administrative Agent in its reasonable discretion), terminate a Foreign Borrower's status as such upon the execution by the Company and delivery to the Administrative Agent of a Foreign Borrower Termination with respect to such Foreign Borrower; provided that no Foreign Borrower Termination shall become effective as to any Foreign Borrower (other than to terminate its right to make further Borrowings or obtain Letters of Credit under this Agreement) until all Loans made to the terminated Foreign Borrower have been repaid, no Letter of Credit issued for the account of

such terminated Foreign Borrower shall remain outstanding, and all amounts payable by such terminated Foreign Borrower in respect of L/C Disbursements, interest and/or fees (and, to the extent notified by the Administrative Agent or any Lender, any other amounts payable by the terminated Foreign Borrower under any Loan Document) have been paid in full. The Administrative Agent will promptly notify the Lenders of any such termination of a Foreign Borrower's status.

SECTION 2.24. Extension of Maturity Date. (a) The Company may, by delivery of a Maturity Date Extension Request to the Administrative Agent (which shall promptly deliver a copy thereof to each of the applicable Lenders) not less than 30 days prior to the then-existing Maturity Date for the applicable Class of Commitments and/or Loans hereunder to be extended (the "Existing Maturity Date"), request that the Lenders of such Class extend the Existing Maturity Date in accordance with this Section; provided that, for the avoidance of doubt, each Lender may elect to agree or not agree, in its sole discretion, to an extension of a Maturity Date. Each Maturity Date Extension Request shall (i) specify the applicable Class of Commitments and/or Loans hereunder to be extended, (ii) specify the date to which the applicable Maturity Date is sought to be extended, (iii) specify the changes, if any, to the Applicable Rate to be applied in determining the interest payable on the Loans of, and fees payable hereunder to, Consenting Lenders (as defined below) in respect of that portion of their Commitments and/or Loans extended to such new Maturity Date and the time as of which such changes will become effective (which may be prior to the Existing Maturity Date) and (iv) specify any other amendments or modifications to this Agreement to be effected in connection with such Maturity Date Extension Request; provided that no such changes or modifications requiring approvals pursuant to the provisos to Section 9.02(b) shall become effective prior to the Existing Maturity Date unless such other approvals have been obtained. In the event a Maturity Date Extension Request shall have been delivered by the Company, each Lender shall have the right to agree to the extension of the Existing Maturity Date and other matters contemplated thereby on the terms and subject to the conditions set forth therein (each Lender agreeing to the Maturity Date Extension Request being referred to herein as a "Consenting Lender" and each Lender not agreeing thereto being referred to herein as a "Declining Lender"), which right may be exercised by written notice thereof, specifying the maximum amount of the Commitment and/or Loans of such Lender with respect to which such Lender agrees to the extension of the Maturity Date, delivered to the Company (with a copy to the Administrative Agent) not later than a day to be agreed upon by the Company and the Administrative Agent following the date on which the Maturity Date Extension Request shall have been delivered by the Company (it being understood and agreed that any Lender that shall have failed to exercise such right as set forth above shall be deemed to be a Declining Lender). If a Lender elects to extend only a portion of its then existing Commitment and/or Loans, it will be deemed for purposes hereof to be a Consenting Lender in respect of such extended portion and a Declining Lender in respect of the remaining portion of its Commitment and/or Loans, and the aggregate principal amount of each Type and currency of Loans of the applicable Class of such Lender shall be allocated ratably among the extended and non-extended portions of the Loans of such Lender based on the aggregate principal amount of such Loans so extended and not extended. If Consenting Lenders shall have agreed to such Maturity Date Extension Request in respect of Commitments and/or Loans held by them, then, subject to paragraph (d) of this Section 2.24, on the date specified in the Maturity Date Extension Request as the Closing Date thereof (the "Extension Closing Date"), (i) the Existing Maturity Date of the applicable Commitments and/or Loans shall, as to the Consenting Lenders, be extended to such date as shall be specified therein,

(ii) the terms and conditions of the applicable Commitments and/or Loans of the Consenting Lenders (including interest and fees (including Letter of Credit Fees) payable in respect thereof) shall be modified as set forth in the Maturity Date Extension Request and (iii) such other modifications and amendments hereto specified in the Maturity Date Extension Request shall (subject to any required approvals (including those of the Required Lenders) having been obtained) become effective.

(b) Notwithstanding the foregoing, the Borrower shall have the right, in accordance with the provisions of Sections 2.15(b) and 9.04, at any time prior to the Existing Maturity Date, to replace a Declining Lender (for the avoidance of doubt, only in respect of that portion of such Lender's Commitment and/or Loans subject to a Maturity Date Extension Request that it has not agreed to extend) with an Eligible Assignee that will agree to such Maturity Date Extension Request, and any such replacement Lender shall for all purposes constitute a Consenting Lender in respect of the Commitment and/or Loans assigned to and assumed by it on and after the effective time of such replacement.

(c) If a Maturity Date Extension Request has become effective hereunder:

(i) solely in respect of a Maturity Date Extension Request that has become effective in respect of the Revolving Credit Commitments, not later than the fifth Business Day prior to the Existing Maturity Date, the Borrower shall make prepayments of Revolving Credit Loans and shall provide cash collateral in respect of Letters of Credit, in each case, in the manner set forth in Section 2.03(o), such that, after giving effect to such prepayments and such provision of cash collateral, the Aggregate Revolving Credit Exposure as of such date will not exceed the Aggregate Revolving Credit Commitments of the Consenting Lenders extended pursuant to this Section (and no Borrower shall be permitted thereafter to request any Revolving Credit Loan or any issuance, amendment, renewal or extension of a Letter of Credit if, after giving effect thereto, the Aggregate Revolving Credit Exposure would exceed the aggregate amount of the Revolving Credit Commitments so extended);

(ii) solely in respect of a Maturity Date Extension Request that has become effective in respect of the Revolving Credit Commitments, on the Existing Maturity Date, the Revolving Credit Commitment of each Declining Lender shall, to the extent not assumed, assigned or transferred as provided in paragraph (b) of this Section 2.24, terminate, and the Borrowers shall repay all the Revolving Credit Loans made by each Declining Lender to the Borrowers to the extent such Loans shall not have been so purchased, assigned and transferred, in each case together with accrued and unpaid interest and all fees and other amounts owing to such Declining Lender hereunder, it being understood and agreed that, subject to satisfaction (or waiver in accordance with Section 9.02) of the conditions set forth in Section 4.02, such repayments may be funded with the proceeds of new Revolving Credit Borrowings made simultaneously with such repayments by the Consenting Lenders, which such Revolving Credit Borrowings shall be made ratably by the Consenting Lenders in accordance with their extended Revolving Credit Commitments; and

(iii) solely in respect of a Maturity Date Extension Request that has become effective in respect of a Class of Term Loans, on the Existing Maturity Date, the Company shall repay all the Loans of such Class made by each Declining Lender to the Company, to the extent such Loans shall not have been so purchased, assigned and transferred, in each case together with accrued and unpaid interest and all fees and other amounts owing to such Declining Lender hereunder, it being understood and agreed that, subject to satisfaction (or waiver in accordance with Section 9.02) of the conditions set forth in Section 4.02, such repayments may be funded with the proceeds of new Revolving Borrowings made simultaneously with such repayments by the Revolving Credit Lenders.

(d) Notwithstanding the foregoing, no Maturity Date Extension Request shall become effective hereunder unless, on the Extension Closing Date, the conditions set forth in clauses (a) and (b) of Section 4.02 shall be satisfied (or waived in accordance with Section 9.02) (with all references in such Section to a Borrowing being deemed to be references to such Maturity Date Extension Request) and the Administrative Agent shall have received a certificate to that effect dated such date and executed by a Financial Officer of the Company.

(e) Notwithstanding any provision of this Agreement to the contrary, it is hereby agreed that no extension of an Existing Maturity Date in accordance with the express terms of this Section, or any amendment or modification of the terms and conditions of the Commitments and the Loans of the Consenting Lenders effected pursuant thereto, shall be deemed to (i) violate the last sentence of Section 2.04(b) or Section 2.13(f) or 2.14 or any other provision of this Agreement requiring the ratable reduction of Commitments or the ratable sharing of payments or (ii) require the consent of all Lenders or all affected Lenders under Section 9.02(b).

(f) The Borrowers, the Administrative Agent and the Consenting Lenders may enter into an amendment to this Agreement to effect such modifications as may be necessary to reflect the terms of any Maturity Date Extension Request that has become effective in accordance with the provisions of this Section.

(g) Notwithstanding anything to the contrary contained in this Section, unless the Administrative Agent shall agree otherwise, after giving effect to any transaction contemplated in this Section, there shall not be more than six Classes of Loans or Commitments (including any revolving and term loan facilities) hereunder at any one time outstanding.

SECTION 2.25. Refinancing Facilities. (a) The Company may, on one or more occasions, by written notice to the Administrative Agent, obtain Refinancing Term Loan Indebtedness. Each such notice shall specify the date on which the Company proposes that such Refinancing Term Loan Indebtedness shall be made, which shall be a date not less than five Business Days after the date on which such notice is delivered to the Administrative Agent; provided that:

(i) no Event of Default shall have occurred and be continuing;

(ii) substantially concurrently with the incurrence of such Refinancing Term Loan Indebtedness, the Company shall repay or prepay then outstanding Term Borrowings of the applicable Class made to the Company (together with any accrued but unpaid interest thereon and any prepayment premium with respect thereto) in an aggregate principal amount equal to the Net Proceeds of such Refinancing Term Loan Indebtedness, and any such prepayment of Term Borrowings of such Class shall be applied to reduce the subsequent scheduled repayments of Term Borrowings of such Class to be made pursuant to Section 2.07(a) ratably,

(iii) such notice shall set forth, with respect to the Refinancing Term Loan Indebtedness established thereby in the form of Refinancing Term Loans, to the extent applicable, the following terms thereof: (a) the designation of such Refinancing Term Loans as a new "Class" for all purposes hereof, (b) the stated termination and maturity dates applicable to the Refinancing Term Loans of such Class, (c) amortization applicable thereto and the effect thereon of any prepayment of such Refinancing Term Loans, (d) the interest rate or rates applicable to the Refinancing Term Loans of such Class, (e) the fees applicable to the Refinancing Term Loans of such Class, (f) any original issue discount applicable thereto, (g) the initial Interest Period or Interest Periods applicable to Refinancing Term Loans of such Class and (h) any voluntary or mandatory commitment reduction or prepayment requirements applicable to Refinancing Term Loans of such Class (which prepayment requirements may provide that such Refinancing Term Loans may participate in any mandatory prepayment on a pro rata basis with any Class of existing Term Loans, but may not provide for prepayment requirements that are materially more favorable to the Lenders holding such Refinancing Term Loans than to the Lenders holding such Class of Term Loans) and any restrictions on the voluntary or mandatory reductions or prepayments of Refinancing Term Loans of such Class, and

(iv) such Refinancing Term Loan Indebtedness will, to the extent secured, rank pari passu or junior in right of payment and of security with the other Loans and Commitments hereunder on the terms set out in an Acceptable Intercreditor Agreement.

(b) Any Lender or any other Eligible Assignee approached by the Company to provide all or a portion of the Refinancing Term Loan Indebtedness may elect or decline, in its sole discretion, to provide any Refinancing Term Loan Indebtedness.

(c) Any Refinancing Term Loans shall be established pursuant to a Refinancing Facility Agreement executed and delivered by the Company, each Refinancing Term Lender providing such Refinancing Term Loan and the Administrative Agent, which shall be consistent with the provisions set forth in clause (a) above (but which shall not require the consent of any other Lender). Each Refinancing Facility Agreement shall be binding on the Lenders, the Loan Parties and the other parties hereto and may effect amendments to the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Company, to effect provisions of this Section, including any amendments necessary to treat such Refinancing Term Loans as a new "Class" of loans hereunder. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Refinancing Facility Agreement.

(d) Notwithstanding anything to the contrary contained in this Section, unless the Administrative Agent shall agree otherwise, after giving effect to any transaction contemplated in this Section, there shall not be more than six Classes of Loans or Commitments (including any revolving and term loan facilities) hereunder at any one time outstanding.

ARTICLE III

Representations and Warranties

Each Borrower represents and warrants to the Lenders on the date hereof, on the Closing Date and on each other date on which representations and warranties are made or deemed made hereunder that:

SECTION 3.01. Organization; Powers. The Company and each Restricted Subsidiary (a) is duly organized or incorporated, validly existing and (to the extent the concept is applicable in such jurisdiction) in good standing under the laws of the jurisdiction of its organization, (b) has all power and authority and all material Governmental Approvals required for the ownership and operation of its properties and the conduct of its business as now conducted and as proposed to be conducted (except in the case of Non-Significant Subsidiaries, for failures to comply with the foregoing that, individually and in the aggregate, would not reasonably be expected to result in a Material Adverse Effect) and (c) except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, is qualified to do business, and is in good standing (to the extent the concept is applicable in such jurisdiction), in every jurisdiction where such qualification is required.

SECTION 3.02. Authorization; Enforceability. The Transactions to be entered into by each Loan Party are within such Loan Party's corporate or other organizational powers and have been duly authorized by all necessary corporate or other organizational and, if required, stockholder or other equityholder action of each Loan Party. This Agreement has been duly executed and delivered by each Borrower and constitutes, and each other Loan Document to which any Loan Party is to be a party, when executed and delivered by such Loan Party, will constitute, a legal, valid and binding obligation of each Borrower or such Loan Party, as the case may be, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.03. Governmental Approvals; Absence of Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with or any other action by any Governmental Authority, except (i) such as have been or substantially contemporaneously with the initial funding of Loans on the Closing Date will be obtained or made and are (or will so be) in full force and effect, (ii) filings necessary to perfect Liens created under the Loan Documents and (iii) those consents, approvals, registrations, authorizations, filings or other actions, the failure of which to obtain or make, individually and in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, (b) will not violate any applicable law, including any order of any Governmental Authority, (c) will not violate the charter, by-laws or other organizational documents of the Company or any Restricted Subsidiary that is not a Non-Significant Subsidiary, (d) will not violate or result (alone or with notice or lapse of time, or both) in a default under any indenture or other material agreement or material instrument binding upon any Borrower or any Restricted Subsidiary or any of their assets, or give rise to a right thereunder

to require any payment, repurchase or redemption to be made by any Borrower or any Restricted Subsidiary (other than payments, repurchases or redemptions constituting part of the Separation Transactions), or give rise to a right of, or result in, any termination, cancellation, acceleration or right of renegotiation of any obligation thereunder (other than terminations, cancellations, accelerations or rights of renegotiation constituting part of the Separation Transactions), in each case other than under agreements governing Indebtedness, including the Prior Credit Agreement, that will be repaid on the Closing Date and (e) except for Liens created under the Loan Documents, will not result in the creation or imposition of any Lien on any asset of any Borrower or any Restricted Subsidiary.

SECTION 3.04. Financial Condition; No Material Adverse Change. (a) The Company has heretofore delivered (or caused to have been delivered) to the Administrative Agent (for distribution to the Lenders) (i) the consolidated balance sheet of the Company as of December 31, 2021 and December 31, 2022, and related combined statements of operations, comprehensive income, changes in equity and cash flows of the Company for each of the three years year ended December 31, 2022, in each case, audited by and accompanied by the opinion of PricewaterhouseCoopers, LLP, independent registered public accounting firm, (ii) an unaudited condensed combined balance sheet of the Company as of June 30, 2023, and condensed combined statements of operations, comprehensive income, changes in equity and cash flows of the Company for the three and six months ended June 30, 2023 and June 30, 2022, certified by its president, treasure, and (iii) unaudited pro forma combined statements of operations for the six months ended June 30, 2023 and the year ended December 31, 2022 and an unaudited pro forma combined balance sheet as of June 30, 2023. Such financial statements referred to in clauses (i) and (ii) of this Section 3.04 present fairly, in all material respects, the financial position, results of operations and cash flows of the Company and its consolidated Subsidiaries as of such date and for such period in accordance with GAAP, subject to normal year-end audit adjustments and the absence of certain footnotes in the case of the statements referred to in clause (ii) above. Such pro forma financial statements referred to in clause (iii) have been prepared by the Company in good faith, based on the assumptions believed by the Company to be reasonable at the time made, and (ii) present fairly, in all material respects, the pro forma consolidated financial position and the pro forma consolidated results of operations of Persons described therein as of the dates thereof and for the periods covered thereby after giving effect to the Separation and related adjustments in accordance with Article 11 of Regulation S-X; provided that the financial statements set forth in this Section 3.04(a) were delivered when the Company filed the same on a publicly available website of the Company or the SEC (e.g., "EDGAR").

(b) Since December 31, 2022, there has been no event or condition that has resulted or would reasonably be expected to result in a Material Adverse Effect (it being understood and agreed that in no event shall the Separation Transactions be deemed to result in a Material Adverse Effect).

SECTION 3.05. Properties. (a) The Company and each Restricted Subsidiary has good title to, or valid leasehold interests in, all its property material to its business, except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes.

(b) No patents, trademarks, copyrights, licenses, technology, software, domain names, or other Intellectual Property used by the Company or any Restricted Subsidiary in the operation of its business infringes upon the rights of any other Person, except for any such infringements that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect. Except for Disclosed Matters, no claim or litigation regarding any patents, trademarks, copyrights, licenses, technology or other Intellectual Property owned or used by the Company or any Restricted Subsidiary is pending against, or, to the knowledge of the Company or any Restricted Subsidiary, threatened in writing against, the Company or any Restricted Subsidiary that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect. As of the Closing Date, each patent, trademark, copyright, license, technology, software, domain name, or other Intellectual Property that, individually or in the aggregate, is material to the business as currently conducted of the Company and the Restricted Subsidiaries is owned or licensed, as the case may be, by the Company, a Designated Subsidiary or a Foreign Subsidiary.

SECTION 3.06. Litigation and Environmental Matters. (a) Except for the Disclosed Matters, there are no actions, suits, proceedings, claims or counterclaims by or before any arbitrator or Governmental Authority pending against the Company or any Restricted Subsidiary or, to the knowledge of the Company or any Restricted Subsidiary based on written notice received by it, threatened against or affecting the Company or any Restricted Subsidiary that (i) would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) involve any of the Loan Documents or the Transactions.

(b) Except for the Disclosed Matters and except with respect to any matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, none of the Company or any Restricted Subsidiary (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability (provided that with respect to this clause (iv), such knowledge shall be deemed to extend solely to the extent of the knowledge of the Company's law department and environmental engineers).

SECTION 3.07. Compliance with Laws and Agreements. The Company and each Restricted Subsidiary is in compliance with all laws, including all orders of Governmental Authorities, applicable to it or its property and all indentures, agreements and other instruments binding upon it or its property, except where the failure to comply with any such laws, orders, indentures, agreements or other instruments, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect. No Default has occurred and is continuing.

SECTION 3.08. Investment Company Status. None of the Company or any Restricted Subsidiary is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

SECTION 3.09. Taxes. The Company and each Restricted Subsidiary has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except where (a)(i) the validity or amount thereof is being contested in good faith by appropriate proceedings and (ii) the Company or such Restricted Subsidiary, as applicable, has set aside on its books adequate reserves in accordance with GAAP with respect thereto or (b) the failure to do so could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

SECTION 3.10. Employee Benefit Plans; Labor Matters. (a) The Company, each of its ERISA Affiliates, and each Restricted Subsidiary is in compliance with the applicable provisions of ERISA and the Code and the regulations and published interpretations thereunder, except as would not reasonably be expected to result in a Material Adverse Effect. No ERISA Events have occurred or are reasonably expected to occur that could, in the aggregate, reasonably be expected to result in a Material Adverse Effect. The present value of all benefit liabilities under each Plan (based on the assumptions used for purposes of Statement of Financial Accounting Standards Nos. 87 and 158, as applicable) did not, as of the last annual valuation date applicable thereto, exceed the fair market value of the assets of such Plan, and the present value of all benefit liabilities of all underfunded Plans (based on the assumptions used for purposes of Statement of Financial Accounting Standards Nos. 87 and 158, as applicable) did not, as of the last annual valuation dates applicable thereto, exceed the fair market value of the assets of all such underfunded Plans except in each such case where such underfunding would not reasonably be expected to have a Material Adverse Effect.

(b) Each Foreign Pension Plan (if any) is in compliance with all requirements of law applicable thereto and the respective requirements of the governing documents for such plan, except as would not reasonably be expected to result in a Material Adverse Effect. With respect to each Foreign Pension Plan (if any), neither the Company nor any Restricted Subsidiary or any of their respective directors, officers, employees or agents has engaged in a transaction which would subject the Company or any Restricted Subsidiary, directly or indirectly, to a tax or civil penalty which would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect. With respect to each Foreign Pension Plan (if any), reserves have been established in the financial statements in respect of any unfunded liabilities where required in accordance with applicable law and ordinary accounting practices in the jurisdiction in which such Foreign Pension Plan is maintained. The aggregate unfunded liabilities with respect to such Foreign Pension Plans would not reasonably be expected to result in a Material Adverse Effect; the present value of the aggregate accumulated benefit liabilities of all such Foreign Pension Plans (based on those assumptions used to fund each such Foreign Pension Plan) did not, as of the last annual valuation date applicable thereto, exceed the fair market value of the assets of all such Foreign Pension Plans except in such case where the underfunding would not reasonably be expected to have a Material Adverse Effect.

(c) As of the Closing Date, there are no material strikes or lockouts against or affecting the Company or any Subsidiary pending or, to their knowledge, threatened. The hours worked by and payments made to employees of the Company and the Subsidiaries are not in violation in any material respect or in respect of any material amount under the Fair Labor Standards Act or any other applicable Federal, state, local or foreign law relating to such matters. All material payments due from the Company or any Subsidiary, or for which any claim may be made against the Company or any Subsidiary, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as liabilities on the books of the Company or such Subsidiary.

SECTION 3.11. Subsidiaries and Joint Ventures; Disqualified Equity Interests. (a) Schedule 3.11A sets forth, as of the Closing Date, the name and jurisdiction of organization of, and the percentage of each class of Equity Interests owned by the Company or any Subsidiary in, (a) each Subsidiary and (b) each joint venture in which the Company or any Subsidiary owns any Equity Interests, and identifies each Designated Subsidiary, each Material Subsidiary and each Excluded Subsidiary. The Equity Interests in each Subsidiary have been duly authorized and validly issued and are fully paid and non-assessable. Except as set forth on Schedule 3.11A, as of the Closing Date, there is no existing option, warrant, call, right, commitment or other agreement to which any Loan Party or any Subsidiary any Equity Interests of which are required to be pledged as Collateral under the Security Documents is a party requiring, and there are no Equity Interests in any such Loan Party or Subsidiary that upon exercise, conversion or exchange would require, the issuance by such Loan Party or Subsidiary of any additional Equity Interests or other securities exercisable for, convertible into, exchangeable for or evidencing the right to subscribe for or purchase any Equity Interests in such Loan Party or Subsidiary.

(b) Schedule 3.11B sets forth, as of the Closing Date, all outstanding Disqualified Equity Interests, if any, in the Company or any Subsidiary, including the number, date of issuance and the record holder of such Disqualified Equity Interests.

SECTION 3.12. Solvency. Immediately after the consummation of the Transactions to occur on or prior to the Closing Date, and giving effect to the rights of subrogation and contribution under the Collateral Agreement, (a) the fair value of the present assets of the Company and the Subsidiaries, taken as a whole, will exceed the present debts and liabilities, subordinated, contingent or otherwise, of the Company and the Subsidiaries, taken as a whole, (b) the present fair saleable value of the assets of the Company and the Subsidiaries, taken as a whole, will be greater than the total amount that will be required to pay the debts and other liabilities, subordinated, contingent or otherwise, of the Company and the Subsidiaries, taken as a whole, as applicable, as such debts and other liabilities become absolute and matured, (c) the Company and the Subsidiaries, taken as a whole, will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured and (d) the Company and the Subsidiaries, taken as a whole, will not have unreasonably small capital with which to conduct the business (taken as a whole) in which they are engaged, as such business is conducted at the time of and is proposed to be conducted following the Closing Date.

SECTION 3.13. Disclosure. None of the reports, financial statements, certificates or other information furnished by or on behalf of the Company or any Subsidiary to the Administrative Agent, any Arranger or any Lender in connection with the negotiation of this Agreement or any other Loan Document, included herein or therein or furnished hereunder or thereunder (as modified or supplemented by other information so furnished) when taken as a whole contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that (a) with respect to forecasts or projected financial information, the Company represents only that such information was prepared in good faith based upon assumptions believed by it to be reasonable at the time made and at the time so furnished and, if furnished prior to the Closing Date, as of the Closing Date (it being understood that such forecasts and projections may vary from actual results and that such variances may be material) and (b) no representation is made with respect to general economic or industry data.

SECTION 3.14. Collateral Matters. (a) The Collateral Agreement, upon execution and delivery thereof by the parties thereto, will create in favor of the Administrative Agent, for the benefit of the Secured Parties, a valid and enforceable security interest in the Collateral (as defined therein) and (i) when the Collateral (as defined therein) constituting certificated securities (as defined in the Uniform Commercial Code) is delivered to the Administrative Agent, together with instruments of transfer duly endorsed in blank, the security interest created under the Collateral Agreement will constitute a fully perfected security interest in all right, title and interest of the pledgors thereunder in such Collateral, prior and superior in right to any other Person (in each case, subject to any Liens permitted under Section 6.02), and (ii) when financing statements in appropriate form are filed in the applicable filing offices, the security interest created under the Collateral Agreement will constitute a fully perfected security interest in all right, title and interest of the Guarantor Loan Parties in the remaining Collateral (as defined therein) to the extent perfection can be obtained by filing Uniform Commercial Code financing statements, prior and superior to the rights of any other Person (in each case, subject to any Liens permitted under Section 6.02).

(b) Upon the recordation of the IP Security Agreements with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, and the filing of the financing statements referred to in paragraph (a) of this Section 3.14, the security interest created under the Collateral Agreement will constitute a fully perfected security interest in all right, title and interest of the Guarantor Loan Parties in the Intellectual Property included in the Collateral in which a security interest may be perfected by filing in the United States of America, in each case prior and superior in right to any other Person (in each case, subject to any Liens permitted under Section 6.02) (it being understood that subsequent recordings in the United States Patent and Trademark Office or the United States Copyright Office may be necessary to perfect a security interest in Intellectual Property acquired by the Guarantor Loan Parties after the Closing Date).

(c) Each Security Document, other than any Security Document referred to in the preceding paragraphs of this Section 3.14, upon execution and delivery thereof by the parties thereto and the making of the filings and taking of the other actions provided for therein, will be effective under applicable law to create in favor of the Administrative Agent, for the benefit of the Secured Parties, a valid and enforceable security interest in the Collateral subject thereto, and will constitute a fully perfected security interest in all right, title and interest of the Guarantor Loan Parties in the Collateral subject thereto, prior and superior to the rights of any other Person (in each case, subject to any Liens permitted under Section 6.02).

SECTION 3.15. Federal Reserve Regulations. None of the Company or any Restricted Subsidiary is engaged principally, or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors), or extending credit for the purpose of purchasing or carrying margin stock. No part of the proceeds of the Loans will be used, directly or indirectly, for any purpose that entails a violation (including on the part of any Lender) of any of the regulations of the Board of Governors, including Regulations U and X. Not more than 25% of the value of the assets of the Company and the Restricted Subsidiaries subject to any restrictions on the sale, pledge or other disposition of assets under this Agreement or any other Loan Document are or will at any time be represented by margin stock.

SECTION 3.16. Anti-Corruption Laws and Sanctions. (a) Subject to paragraph (b) below, the Company and each Foreign Borrower has implemented and maintain in effect (or has implemented and maintained in effect on its behalf) policies and procedures reasonably designed to promote compliance in all material respects by the Company, each Foreign Borrower, their Subsidiaries and their respective officers and employees with Anti-Corruption Laws and applicable Sanctions, and the Company, each Foreign Borrower, their Subsidiaries and their respective officers and, to the knowledge of the Borrowers, their employees and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects and are not knowingly engaged in any activity that would reasonably be expected to result in any Borrower being designated as a Sanctioned Person. None of (a) the Company, the Foreign Borrowers, any Subsidiary or, to the knowledge of the Company, any Foreign Borrower or such Subsidiary, any of their respective directors, officers or employees, or (b) to the knowledge of the Company or any Foreign Borrower, any agent of the Company or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. The Transactions will not violate any Anti-Corruption Law or applicable Sanctions.

(b) The representation in paragraph (a) shall be given by and apply to each Borrower for the benefit of any Credit Party only to the extent that giving, complying with or receiving the benefit of (as applicable) such representation does not result in any violation of (i) the Blocking Regulation or (ii) any similar anti-boycott statute.

SECTION 3.17. Insurance. Schedule 3.17 sets forth a description of all insurance maintained by or on behalf of the Company and the other Guarantor Loan Parties as of the Closing Date.

SECTION 3.18. Affected Financial Institutions. Neither the Company nor any Borrower is an Affected Financial Institution.

ARTICLE IV

Conditions

SECTION 4.01. Closing Date. The obligations of the Lenders hereunder to make Loans and other extensions of credit pursuant hereto and of the L/C Issuers to issue Letters of Credit hereunder shall not become effective until the date on which each of the following conditions shall have been satisfied (or waived in accordance with Section 9.02):

(a) The Administrative Agent (or its counsel) shall have received (i) from each Loan Party party thereto, a counterpart signed by such Loan Party (or evidence satisfactory to the Administrative Agent (which may include a facsimile transmission or other electronic transmission of a signed counterpart) that such party has signed a counterpart) of (A) this Agreement, (B) the Security Documents and (C) any Promissory Note requested by a Lender at least three Business Days prior to the Closing Date, (ii) from each party thereto, a counterpart signed by such party (or written evidence reasonably satisfactory to the Administrative Agent (which may include a copy

transmitted by facsimile or other electronic method) that such party has signed a counterpart) of (A) an Affiliate Subordination Agreement and (B) a global intercompany note in respect of the intercompany indebtedness disclosed in Schedule 6.01 and as required by clause (c) of the Collateral and Guaranty Requirement and (iii) to the extent any Borrowings and/or L/C Credit Extension (excluding the Existing Letters of Credit) are to be made on the Closing Date, and notwithstanding the delivery dates set forth in Sections 2.02 and 2.03(b) of the Credit Agreement, at least two Business Days prior to the Closing Date (or such later date as the Administrative Agent may agree in its reasonable discretion), a Loan Notice and/or notice requesting the issuance of Letters of Credit, as applicable, executed by the Company;

(b) [Reserved];

(c) The conditions set forth in paragraphs (a) and (b) of Section 4.02 and paragraphs (i), (j), (k) and (o) of this Section 4.01 shall have been satisfied or shall be satisfied substantially concurrently with the making of the Loans on and as of the Closing Date, and the Administrative Agent shall have received a certificate of a Financial Officer dated the Closing Date to such effect;

(d) The Administrative Agent (or its counsel) shall have received a customary written opinion (addressed to the Administrative Agent, the Lenders and the L/C Issuers and dated the Closing Date) of each of (i) Skadden, Arps, Slate, Meagher & Flom LLP, (ii) Womble Bond Dickinson (US) LLP and (iii) counsel for each Foreign Borrower in the jurisdiction in which such Foreign Borrower is organized, in each case covering customary matters as the Administrative Agent may reasonably request;

(e) The Administrative Agent (or its counsel) shall have received such documents and certificates as the Administrative Agent may reasonably request relating to the organization, existence and good standing (to the extent applicable) of each Loan Party in its jurisdiction of incorporation, formation or organization, as applicable, the authorization of the transactions contemplated herein and any other legal matters relating to the Loan Parties, the Loan Documents or the transactions contemplated herein, all in form and substance reasonably satisfactory to the Administrative Agent;

(f) All fees, cost reimbursements and out-of-pocket expenses required to be paid or reimbursed on the Closing Date pursuant hereto or pursuant to the Engagement Letter and the Fee Letters, to the extent invoiced at least three Business Days prior to the Closing Date (or such shorter period of time as the Company shall agree), shall have been paid or will be paid substantially simultaneously with the initial borrowing of the Loans on the Closing Date (which amounts (other than legal fees and expenses) may be offset against the proceeds of the Loans made on the Closing Date);

(g) The Administrative Agent shall have received confirmation from the Company that it has received the Tax Opinions (as defined in the Form 10);

(h) The Administrative Agent shall have received correct and complete copies of the Separation Agreements;

(i) (A) The Separation Transactions have been consummated, other than those transactions which are expected to be completed following the Special Dividend pursuant to the Separation Agreements and (B) the Separation and Distribution Agreement has been executed and delivered by each of the parties thereto in accordance with its terms;

(j) All conditions precedent to the Separation Transactions have been satisfied or waived in accordance with the terms of the Separation and Distribution Agreement and as described in the Separation Agreements (other than those conditions precedent that by their respective terms are to be satisfied substantially concurrently with consummation of the Separation Transactions);

(k) The Separation (other than the transfer of certain businesses that shall occur after the Closing Date in accordance with the terms of the Separation and Distribution Agreement) shall have been consummated or shall be consummated substantially concurrently with the making of the Loans on the Closing Date, in accordance with applicable law and with the terms and conditions of the Separation and Distribution Agreement;

(l) The Collateral and Guarantee Requirement shall have been satisfied and the Administrative Agent (or its counsel) shall have received a completed Perfection Certificate dated the Closing Date and signed by a Financial Officer of the Company, together with all attachments contemplated thereby, including the results of a search of the Uniform Commercial Code filings made with respect to the Company and the Designated Subsidiaries in the jurisdictions contemplated by the Perfection Certificate, delivered prior to the Closing Date, and copies of the financing statements disclosed by such search, each of which shall either (i) evidence any Liens permitted by Section 6.02 or (ii) relate to termination statements that have been or will substantially contemporaneously with the initial funding of Loans on the Closing Date delivered to the Administrative Agent;

(m) The Administrative Agent (or its counsel) shall have received a certificate, substantially in the form of Exhibit H, from a Financial Officer of the Company certifying as to the matters set forth therein;

(n) (i) The Administrative Agent shall have received, at least three Business Days prior to the Closing Date, all documentation and other information about the Company and the Subsidiary Loan Parties that is required by U.S. regulatory authorities in order to comply with applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act, to the extent reasonably requested in writing to the Company by the Administrative Agent or any Lender (through the Administrative Agent) at least ten Business Days prior to the Closing Date, and (ii) solely to the extent the Company on and as of the Closing Date qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, at least three Business Days prior to the Closing Date, any Lender (through the Administrative Agent) that has requested, in a written notice to the Company at least ten Business Days prior to the Closing Date, a Beneficial Ownership Certification in relation to the Company shall have received such Beneficial Ownership Certification (it being understood and agreed that (x) execution and delivery of a Beneficial Ownership Certification in the form published by The Loan Syndication and Trading Association is acceptable to all Lenders for purposes of satisfying the condition set forth in this clause (n) and (y) upon the execution and delivery by such Lender of its signature page to this Agreement, the condition set forth in this clause (n) shall be deemed to be satisfied); and

(o) The Administrative Agent shall have received customary evidence reasonably satisfactory to it that prior to or substantially concurrently with the making of Loans on the Closing Date: (i) all amounts owing under or in connection with the Existing NCR Credit Agreement (other than any (A) contingent indemnification and expense reimbursement obligations for which no claim or demand has been made or (B) obligations expressly stated in the Existing NCR Credit Agreement to survive such payment and termination) shall have been repaid in full (or, in the case of Letters of Credit outstanding under the Existing NCR Credit Agreement, shall have been backstopped or cash collateralized), all commitments to extend credit thereunder shall have been terminated and any security interests and guarantees in connection therewith shall have been terminated and/or released, and (ii) the Existing 5.75% Senior Notes and the Existing 6.125% Senior Notes shall have been redeemed, satisfied and discharged by the Company and all amounts outstanding under or in connection therewith shall have been repaid in full.

SECTION 4.02. Each Credit Extension. The obligation of each Lender to make a Loan on the occasion of any Borrowing (but not a conversion or continuation of an outstanding Borrowing), and of each L/C Issuer to issue, amend, renew or extend any Letter of Credit, is subject to receipt of the request therefor in accordance herewith and to the satisfaction of the following conditions:

(a) subject to Sections 1.04(b), (c) and (d) and Section 2.21, the representations and warranties of each Loan Party set forth in the Loan Documents shall be true and correct (i) in the case of the representations and warranties qualified as to materiality, in all respects and (ii) otherwise, in all material respects, in each case on and as of the date of such Borrowing or the date of issuance, amendment, renewal or extension of such Letter of Credit, as applicable, except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty shall be so true and correct, or true and correct in all material respects, on and as of such prior date; and

(b) subject to Sections 1.04(b), (c) and (d) and Section 2.21, at the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable (other than any such Borrowing or Letter of Credit issuance on the Closing Date), no Default shall have occurred and be continuing.

Subject to Sections 1.04(b), (c) and (d) and Section 2.21, on the date of any Borrowing (but not a conversion or continuation of an outstanding Borrowing) or the issuance, amendment, renewal or extension of any Letter of Credit, the applicable Borrower shall be deemed to have represented and warranted that the conditions specified in paragraphs (a) and (b) of this Section 4.02 have been satisfied and that, after giving effect to such Borrowing, or such issuance, amendment, renewal or extension of a Letter of Credit, (i) the L/C Obligations will not exceed $75,000,000, (ii) the portion of the L/C Obligations attributable to Letters of Credit issued by any L/C Issuer will not exceed the L/C Commitment of such L/C Issuer (unless otherwise agreed to by such L/C Issuer), (iii) the Revolving Credit Exposure of any Lender will not exceed such Lender’s Revolving Commitment, (iv) the Aggregate Revolving Credit Exposure will not exceed the Aggregate Revolving Credit Commitment and (v) the Foreign Borrower Exposure will not exceed $200,000,000.

SECTION 4.03. Initial Credit Event in Respect of Each Foreign Borrower. The obligations of the Lenders to make Loans to and of the L/C Issuers to issue Letters of Credit for the account of each Foreign Borrower shall be subject to the satisfaction of the following additional conditions precedent on the date of the initial Borrowing by or L/C Credit Extension for such Foreign Borrower:

(a) The Administrative Agent (or its counsel) shall have received a Foreign Borrower Joinder Agreement and such documents, legal opinions and certificates as the Administrative Agent or its counsel may reasonably request relating to the formation, existence and good standing (to the extent the concept is applicable in such jurisdiction) of such Foreign Borrower, and the authorization of the transactions contemplated hereby, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

(b) (i) The Administrative Agent shall have received, at least three Business Days prior to the date of the initial Borrowing by or L/C Credit Extension for such Foreign Borrower, all documentation and other information about such Foreign Borrower that is required by U.S. regulatory authorities in order to comply with applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act, to the extent reasonably requested in writing of the Company by the Administrative Agent or any Lender (through the Administrative Agent) at least ten Business Days prior to the date of the initial Borrowing by or L/C Credit Extension for such Foreign Borrower, and (ii) solely to the extent the such Foreign Borrower on and as of the Closing Date qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, at least three Business Days prior to the date of the initial Borrowing by or L/C Credit Extension for such Foreign Borrower, any Lender (through the Administrative Agent) that has requested, in a written notice to such Foreign Borrower at least ten Business Days prior to the date of the initial Borrowing by or L/C Credit Extension for such Foreign Borrower, a Beneficial Ownership Certification in relation to such Foreign Borrower shall have received such Beneficial Ownership Certification (it being understood and agreed that (x) execution and delivery of a Beneficial Ownership Certification in the form published by The Loan Syndication and Trading Association is acceptable to all Lenders for purposes of satisfying the condition set forth in this clause (b) and (y) upon the execution and delivery by such Lender of its signature page to this Agreement, the condition set forth in this clause (b) shall be deemed to be satisfied).

ARTICLE V

Affirmative Covenants

From the Closing Date and until the Termination Date has occurred, each Borrower covenants and agrees with the Lenders that:

SECTION 5.01. Financial Statements and Other Information. The Company will furnish to the Administrative Agent, on behalf of each Lender:

(a) within 90 days after the end of each fiscal year of the Company (or, so long as the Company shall be subject to periodic reporting obligations under the Exchange Act, by the date that the Annual Report on Form 10-K of the Company for such fiscal year would be required to be filed under the rules and regulations of the SEC, giving effect to any automatic extension available thereunder for the filing of such form), its audited consolidated balance sheet and related statements of income, stockholders' equity and cash flows as of the end of and for such fiscal year, setting forth in each case in comparative form the figures for the prior fiscal year, all audited by and accompanied by the opinion of Pricewaterhouse Coopers L.L.P. or another independent registered public accounting firm of recognized national standing (without a "going concern" or like qualification or exception (except as a result of a maturity date in respect of any Term Loans or Revolving Credit Commitments or Revolving Credit Loans) and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly, in all material respects, the financial position, results of operations and cash flows of the Company and its consolidated Subsidiaries on a consolidated basis as of the end of and for such year in accordance with GAAP;

(b) within 45 days after the end of each of the first three fiscal quarters of each fiscal year of the Company (or, so long as the Company shall be subject to periodic reporting obligations under the Exchange Act, by the date that the Quarterly Report on Form 10-Q of the Company for such fiscal quarter would be required to be filed under the rules and regulations of the SEC, giving effect to any automatic extension available thereunder for the filing of such form), its consolidated balance sheet and related consolidated statements of income and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the prior fiscal year, all certified by a Financial Officer of the Company as presenting fairly, in all material respects, the financial position, results of operations and cash flows of the Company and its consolidated Subsidiaries on a consolidated basis as of the end of and for such fiscal quarter and such portion of the fiscal year in accordance with GAAP, subject to normal year-end audit adjustments and the absence of certain footnotes;

(c) not later than the fifth Business Day following the date of delivery of financial statements under clause (a) or (b) above, a completed Compliance Certificate signed by a Financial Officer of the Company, (i) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations demonstrating compliance with Section 6.13 and computing the Leverage Ratio and the Secured Leverage Ratio as of the last day of the fiscal period covered by such financial statements, (iii) (x) stating whether any change in GAAP or in the application thereof has occurred since the date of the consolidated balance sheet of the Company most recently theretofore delivered under clause (a) or (b) above (or, prior to the first such delivery, referred to in Section 3.04) and, if any such change has occurred, specifying the effect of such change on the financial statements (including those for the prior periods) accompanying such certificate and (y) if any change in GAAP or in the application thereof has occurred with respect to the treatment of Capital Lease Obligations or other lease obligations, attaching a reconciliation in form and substance reasonably satisfactory to the Administrative Agent, setting forth the differences in such treatment from the treatment effected by the Company pursuant to Section 1.04(a), (iv) certifying that all notices required to be provided under Sections 5.03 and 5.04 have been provided or identifying and providing any such notices not

previously provided, (v) in the case of any delivery of financial statements under clause (a) above, setting forth a reasonably detailed calculation of Adjusted Consolidated Net Income for the applicable fiscal year, (vi) in the case of any delivery of financial statements under clause (a) above, setting forth reasonably detailed calculations as of the last day of the most recent fiscal quarter covered by such financial statements with respect to which Subsidiaries are Material Subsidiaries based on the information contained in such financial statements and identifying each Restricted Subsidiary, if any, that has automatically been designated a Material Subsidiary in order to satisfy the condition set forth in the definition of the term "Material Subsidiary" and of the calculation of Excess Cash Flow for such fiscal year (beginning with the fiscal year ending December 31, 2024), and (vii) identifying, as of the last day of the most recent fiscal quarter covered by such financial statements, each Restricted Subsidiary that (A) is an Excluded Subsidiary as of such date but has not been identified as an Excluded Subsidiary in Schedule 3.11A or in any prior Compliance Certificate or (B) has previously been identified as an Excluded Subsidiary but has ceased to be an Excluded Subsidiary;

(d) not later than five days after any delivery of financial statements under paragraph (a) above, a certificate of the accounting firm that reported on such financial statements stating whether it obtained knowledge during the course of its examination of such financial statements of any Default relating to compliance with Section 6.13 as of, or for the Test Period ending, on the last day of any fiscal quarter during the fiscal year covered by such financial statements and, if such knowledge has been obtained, describing such Default (which certificate may be limited to the extent required or recommended by accounting rules or guidelines and may assume the accuracy of any Pro Forma Adjustments made by the Company to Consolidated EBITDA for the Test Periods involved);

(e) promptly after the same has been submitted to and reviewed by the board of directors of the Company in each fiscal year, a consolidated budget for such fiscal year in substantially the same form and detail as the 2023 budget furnished to the Administrative Agent prior to the Closing Date (or in such other form as the Administrative Agent may agree), setting forth the assumptions used for purposes of preparing such budget, and, promptly after the same have been submitted to and reviewed by the board of directors of the Company, any material revisions to such budget;

(f) promptly after any request therefor by the Administrative Agent or any Lender, copies of (i) any documents described in Section 101(k)(1) of ERISA that the Company or any of its ERISA Affiliates may request with respect to any Multiemployer Plan and (ii) any notices described in Section 101(l)(1) of ERISA that the Company or any of its ERISA Affiliates may request with respect to any Multiemployer Plan; provided that if the Company or any of its ERISA Affiliates has not requested such documents or notices from the administrator or sponsor of the applicable Multiemployer Plan, the Company or the applicable ERISA Affiliate shall upon the reasonable request of the Administrative Agent promptly make a request for such documents and notices from such administrator or sponsor and shall provide copies of such documents and notices promptly after receipt thereof;

(g) promptly after any request therefor, such other non-privileged information regarding compliance with the USA PATRIOT Act and the Beneficial Ownership Regulation, as the Administrative Agent or any Lender may reasonably request; and

(h) promptly after any request therefor, such other non-privileged information regarding the operations, business affairs, assets, liabilities (including contingent liabilities) and financial condition of the Company or any Subsidiary, or compliance with the terms of any Loan Document, as the Administrative Agent or any Lender may reasonably request; provided that the Company will not be required to provide any information (i) that constitutes non-financial trade secrets or non-financial proprietary information of the Company or any of its Subsidiaries or any of their respective customers or suppliers, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or any of their respective representatives) is prohibited by applicable Requirements of Law or (iii) the revelation of which would violate any confidentiality obligations owed to any third party by the Company or any Subsidiary; provided, further, that if any information is withheld pursuant to clause (i), (ii) or (iii) above, the Company shall promptly notify the Administrative Agent of such withholding of information and the basis therefor.

Information required to be delivered pursuant to clause (a) or (b) of this Section 5.01 shall be deemed to have been delivered if such information, or one or more annual or quarterly reports containing such information, shall have been posted by the Administrative Agent on a Platform to which the Lenders have been granted access or shall be available on the website of the SEC at http://www.sec.gov. Information required to be delivered pursuant to this Section may also be delivered by electronic communications pursuant to procedures approved by the Administrative Agent.

SECTION 5.02. Notices of Material Events. The Company will furnish to the Administrative Agent prompt written notice of the following:

(a) the occurrence of any Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting the Company or any Subsidiary, or any adverse development in any such pending action, suit or proceeding not previously disclosed in writing by the Company to the Administrative Agent and the Lenders, that in each case would reasonably be expected to result in a Material Adverse Effect or that in any manner questions the validity of any Loan Document;

(c) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, would reasonably be expected to result in a Material Adverse Effect; and

(d) any other development that has resulted, or would reasonably be expected to result, in a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a statement of a Financial Officer or other executive officer of the Company setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto; provided that the Company will not be required to provide any information pursuant to this Section 5.02 (i) that constitutes non-financial trade secrets or non-financial proprietary information of the Company or any of its Subsidiaries or any of their respective customers or suppliers, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or any of

their respective representatives) is prohibited by applicable Requirements of Law or (iii) the revelation of which would violate any confidentiality obligations owed to any third party by the Company or any Subsidiary; provided, further, that if any information is withheld pursuant to clause (i), (ii) or (iii) above, the Company shall promptly notify the Administrative Agent of such withholding of information and the basis therefor.

SECTION 5.03. Additional Subsidiaries. (a) If any Material Subsidiary is formed or acquired after the Closing Date, the Company will, as promptly as practicable, and in any event within 30 days (or such longer period as the Administrative Agent may agree to in writing), notify the Administrative Agent thereof and cause the Collateral and Guarantee Requirement to be satisfied with respect to such Material Subsidiary (if it is a Designated Subsidiary) and with respect to any Equity Interests of such Subsidiary owned by any Guarantor Loan Party.

(b) The Company may designate any Domestic Subsidiary that is not otherwise a Designated Subsidiary as a Designated Subsidiary; provided that (i) such Subsidiary shall have delivered to the Administrative Agent a supplement to the Collateral Agreement, in the form specified therein, duly executed by such Subsidiary, (ii) the Company shall have delivered a certificate of a Financial Officer or other executive officer of the Company to the effect that, after giving effect to any such designation and such Subsidiary becoming a Subsidiary Loan Party hereunder, the representations and warranties set forth in this Agreement and the other Loan Documents as to such Subsidiary shall be true and correct in all material respects and no Default shall have occurred and be continuing and (iii) such Subsidiary shall have delivered to the Administrative Agent documents and opinions of the type referred to in paragraphs (d) and (e) of Section 4.01, in each case, if reasonably requested by the Administrative Agent.

SECTION 5.04. Information Regarding Collateral; Material Real Estate Assets. (a) The Company will, furnish to the Administrative Agent prompt written notice of any change in (i) the legal name of any Guarantor Loan Party, as set forth in its organizational documents, (ii) the jurisdiction of organization or the form of organization of any Guarantor Loan Party (including as a result of any merger or consolidation) or (iii) the location of the chief executive office of any Guarantor Loan Party. The Company agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made (or the Administrative Agent shall have been advised of the Company's intent to make such change and shall have received all the information necessary to, and shall have been authorized to, make all filings) under the Uniform Commercial Code or otherwise that are required in order for the Administrative Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral owned by such Guarantor Loan Party.

(b) Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.01(a), the Company shall deliver to the Administrative Agent a certificate executed by an officer of the Company setting forth the information required pursuant to the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 5.04(b).

(c) The Company will, as promptly as practicable, and in any event within 90 days (or such longer period as the Administrative Agent may agree to in writing) after any such acquisition, furnish to the Administrative Agent written notice of the acquisition by any Loan Party of a Material Real Estate Asset after the Closing Date.

SECTION 5.05. Existence; Conduct of Business. (a) The Company and each Restricted Subsidiary will do or cause to be done all things reasonably necessary to preserve, renew and keep in full force and effect its legal existence and exercise commercially reasonable efforts to preserve, renew and keep in full force and effect those licenses, permits, privileges, and franchises (other than Intellectual Property) that are material to the conduct of its business; provided that the foregoing shall not prohibit any merger, consolidation, liquidation, amalgamation, dissolution or similar transaction permitted under Section 6.03 or any Disposition permitted by Section 6.06. The Company and the Restricted Subsidiaries will exercise commercially reasonable efforts in accordance with industry standard practices to preserve, renew and keep in full force and effect their Intellectual Property licenses and rights, and their patents, copyrights, trademarks and trade names, in each case material to the conduct of their business, except where the failure to take such actions, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect; provided that the foregoing shall not prohibit any Disposition permitted by Section 6.06.

(b) The Company and each Restricted Subsidiary will take all actions reasonably necessary in accordance with industry standard practices to protect all patents, trademarks, copyrights, technology, software, domain names and other Intellectual Property material to the conduct of its business, including (i) protecting the secrecy and confidentiality of the confidential information and trade secrets of the Company or such Subsidiary by having and following a policy requiring employees, consultants, licensees, vendors and contractors to execute confidentiality agreements when it is likely that confidential information will be shared with them, (ii) taking all actions reasonably necessary in accordance with industry standard practices to ensure that trade secrets of the Company or such Subsidiary do not fall into the public domain and (iii) protecting the secrecy and confidentiality of the source code of computer software programs and applications owned or licensed out by the Company or such Subsidiary by having and following a policy requiring licensees of such source code (including licensees under any source code escrow agreement) to enter into agreements with use and nondisclosure restrictions, except with respect to any of the foregoing where the failure to take any such action, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.06. Payment of Obligations. The Company and each Restricted Subsidiary will pay its obligations (other than obligations with respect to Indebtedness), including Tax liabilities, before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) the Company or such Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

SECTION 5.07. Maintenance of Properties. The Company and each Restricted Subsidiary will keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, except where the failure to do so could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

SECTION 5.08. Insurance. The Company and each Restricted Subsidiary will maintain, with financially sound and reputable insurance companies, insurance in such amounts and against such risks as are customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations. Each such policy of insurance shall, to the extent available from the relevant insurance carrier on commercially reasonable terms, (a) in the case of each liability insurance policy (other than workers' compensation, director and officer liability or other policies in which such endorsements are not customary), name the Administrative Agent, on behalf of the Secured Parties, as an additional insured thereunder as its interests may appear, (b) in the case of each casualty insurance policy covering property of the Company and/or its Subsidiaries (excluding any business interruption insurance policy, any workers' compensation policy, any employee liability policy and/or any representation and warranty insurance policy), contain a loss payable clause or endorsement that names the Administrative Agent, on behalf of the Secured Parties, as the loss payee thereunder, and (c) to the extent available from the relevant insurance carrier, provide for at least 30 days' (or 10 days' if such cancellation results from non-payment) (or such shorter number of days as may be agreed to by the Administrative Agent, in its discretion) prior written notice to the Administrative Agent of any cancellation of such policy; provided that the Company shall have ninety days after the Closing Date (or such later date as agreed by the Administrative Agent) to comply with the requirements of the foregoing clauses (a), (b) and (c) with respect to policies in effect on the Closing Date.

SECTION 5.09. Books and Records; Inspection and Audit Rights. The Company and each Restricted Subsidiary will keep proper books of record and account in which full, true and correct entries in accordance with GAAP and applicable law are made of all dealings and transactions in relation to its business and activities. The Company and each Restricted Subsidiary will permit the Administrative Agent or any Lender, and any agent designated by any of the foregoing, upon reasonable prior notice and, subject to applicable legal privileges, (a) to visit and inspect its properties, (b) to examine and make extracts from its books and records and (c) to discuss its operations, business affairs, assets, liabilities (including contingent liabilities) and financial condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested provided that (i) unless an Event of Default shall have occurred and be continuing, no such discussion with any such independent accountants shall be permitted unless the Company shall have received reasonable notice thereof and a reasonable opportunity to participate therein and no Lender shall exercise such rights more often than one time during any calendar year and (ii) the reasonable costs and expenses of Lenders in connection with such visits and examinations shall be borne by the Company only after the occurrence and during the continuance of an Event of Default. Notwithstanding the foregoing, neither the Company nor its Subsidiaries will be required to reveal to the Administrative Agent or any Lender any information (a) that constitutes non-financial trade secrets or non-financial proprietary information of the Company or any of its Subsidiaries or any of their respective customers or suppliers, (b) in respect of which disclosure to the Administrative Agent or any Lender (or any of their respective representatives) is prohibited by applicable Requirements of Law or (c) the revelation of which would violate any confidentiality obligations owed to any third party by the Company or any Subsidiary; provided that if any information is withheld pursuant to this sentence, the Company shall promptly notify the Administrative Agent of such withholding of information and the basis therefor.

SECTION 5.10. Compliance with Laws. (a) The Company and each Restricted Subsidiary will comply with all Requirements of Law, including Environmental Laws, ERISA and the laws applicable to each Foreign Pension Plan, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

(b) The Company and each Foreign Borrower will maintain in effect and enforce policies and procedures reasonably designed to promote compliance in all material respects by the Company, each Foreign Borrower, their Subsidiaries and the respective directors, officers and employees of the foregoing with Anti-Corruption Laws and applicable Sanctions.

(c) The covenant in paragraph (b) shall be given by and apply to each Borrower for the benefit of any Credit Party only to the extent that giving, complying with or receiving the benefit of (as applicable) such covenant does not result in any violation of (i) the Blocking Regulation or (ii) any similar anti-boycott statute.

SECTION 5.11. Use of Proceeds and Letters of Credit. (a) The proceeds of (i) the Term Loans and Revolving Credit Loans advanced on the Closing Date shall be applied by the Borrower, together with any other sources of funds, to (A) redeem, satisfy and discharge or otherwise repay the Existing 5.75% Senior Notes and the Existing 6.125% Senior Notes, (B) repay all outstanding loans under the Prior Credit Agreement, including all fees, breakage costs and cost reimbursements, (C) pay Transaction Costs and (D), to the extent of any remaining proceeds, pay for working capital and general corporate purposes of the Company and its Restricted Subsidiaries (including cash on the balance sheet and to fund any other transaction not prohibited hereby), and (ii) any Revolving Credit Loans advanced after the Closing Date shall be applied by the Company and the Foreign Borrowers for working capital and general corporate purposes of the Company and its Subsidiaries (including cash on the balance sheet and to fund any other transaction not prohibited hereby). Letters of Credit (including the Existing Letters of Credit) may be issued (i) on the Closing Date to replace or provide credit support for any letter of credit, bank guarantee and/or surety, customs, performance or similar bond of the Company and its Subsidiaries and/or to replace cash collateral posted by any of the foregoing Persons and (ii) on and after the Closing Date, for general corporate purposes of the Company, the Foreign Borrowers and the other Subsidiaries and any other purpose not prohibited by the terms of the Loan Documents.

(b) No Borrower will request any Borrowing or L/C Credit Extension, and no Borrower shall use, and each Borrower shall procure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Borrowing or any L/C Credit Extension (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, each in violation of applicable Sanctions, or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

SECTION 5.12. Further Assurances. Each Borrower and each other Loan Party will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements and other documents), that may be required under any applicable law, or that the Administrative Agent may reasonably request, to cause the Collateral and Guarantee Requirement to be and remain satisfied at all times or otherwise to effectuate the provisions of the Loan Documents, all at the expense of the Loan Parties. The Company will provide to the Administrative Agent, from time to time upon request, evidence reasonably satisfactory to the Administrative Agent as to the perfection and priority of the Liens created or intended to be created by the Security Documents.

SECTION 5.13. Maintenance of Ratings. The Company will use commercially reasonable efforts to maintain continuously in effect a rating of the credit facilities hereunder by S&P and Moody's.

SECTION 5.14. Post-Closing Covenant. As promptly as practicable, and in any event within the time period after the Closing Date set forth therefor in Schedule 5.14 (or such later date as the Administrative Agent may agree), the Company and each other Guarantor Loan Party will satisfy the requirements set forth on Schedule 5.14.

SECTION 5.15. Designation of Unrestricted Subsidiaries. The Company may, at any time designate any Restricted Subsidiary as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary; provided that (a) immediately before and after such designation on a Pro Forma Basis, no Event of Default shall have occurred and be continuing, (b) no Subsidiary may be designated as an Unrestricted Subsidiary or continue as an Unrestricted Subsidiary if it is a "Restricted Subsidiary" for the purpose of any other Material Indebtedness of the Company and (c) notwithstanding anything set forth in this Agreement to the contrary, (i) the designation of any Restricted Subsidiary as an Unrestricted Subsidiary will require that no such Restricted Subsidiary may own or be an exclusive licensee of any Material Intellectual Property at the time of such designation and (ii) no Loan Party will be permitted to transfer Material Intellectual Property to an Unrestricted Subsidiary. The designation of any Subsidiary as an Unrestricted Subsidiary after the Closing Date shall constitute an Investment by the Company therein at the date of designation in an amount equal to the fair market value of the Company's Investment therein. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute (i) the incurrence at the time of designation of any Investment, Indebtedness or Liens of such Subsidiary existing at such time and (ii) a return on any Investment by the Company in Unrestricted Subsidiaries pursuant to the preceding sentence in an amount equal to the fair market value at the date of such designation of the Company's Investment in such Subsidiary.

ARTICLE VI

Negative Covenants

From the Closing Date and until the Termination Date has occurred, each Borrower covenants and agrees with the Lenders that:

SECTION 6.01. Indebtedness; Certain Equity Securities. (a) None of the Company or any Restricted Subsidiary will create, incur, assume or permit to exist any Indebtedness, except:

(i) Indebtedness created under the Loan Documents;

(ii) (x) Indebtedness existing on the Closing Date and (except in the case of Guarantees in an amount less than $10,000,000) set forth on Schedule 6.01, (y) Refinancing Indebtedness in respect of debt owed to non-Affiliates reflected on such schedule and (z) extensions and renewals of debt owed by the Company or any Restricted Subsidiary to the Company or any Restricted Subsidiary reflected on such schedule;

(iii) Indebtedness of the Company or any Restricted Subsidiary to the Company or any other Restricted Subsidiary; provided that (A) such Indebtedness shall not have been transferred to any Person other than the Company or any Restricted Subsidiary and (B) any such Indebtedness owing by any Loan Party to any Restricted Subsidiary that is not a Loan Party shall be unsecured and subordinated in right of payment to the Loan Document Obligations substantially in accordance with the provisions of Exhibit D hereto;

(iv) (x) Guarantees incurred in compliance with clause (a)(xiv) or (xv) below, (y) Guarantees by Guarantor Loan Parties of Indebtedness of other Guarantor Loan Parties, Guarantees by Foreign Borrowers of Indebtedness of other Foreign Borrowers and Guarantees by Restricted Subsidiaries that are not Loan Parties of Indebtedness of other Restricted Subsidiaries that are not Loan Parties, in each case, in respect of Indebtedness otherwise permitted to be incurred pursuant to this Section 6.01 (other than clauses (ii), (vi) and (xi)); provided, that if the Indebtedness that is being Guaranteed is unsecured and/or subordinated to the Loan Document Obligations, the Guarantee shall also be unsecured and/or subordinated to the Loan Document Obligations on terms not less favorable in any material respect to the Lenders and (z) Guarantees by Guarantor Loan Parties of Indebtedness of Restricted Subsidiaries that are not Guarantor Loan Parties, other than in respect of Permitted Cash Pooling Arrangements, in an aggregate principal amount not at any time in excess of the greater of (x) $175,000,000 and (y) 3.50% of Consolidated Total Assets as of the end of the most recent Test Period for which financial statements have been delivered pursuant to Section 5.01(a) or 5.01(b) hereof;

(v) Indebtedness of the Company or any Restricted Subsidiary (x)(A) incurred to finance the acquisition, construction or improvement of any fixed or capital assets, including Capital Lease Obligations and Synthetic Lease Obligations; provided that such Indebtedness is incurred prior to or within 180 days after such acquisition or the completion of such construction or improvement and the principal amount of such Indebtedness does not exceed the cost of acquiring, constructing or improving such fixed or capital assets or (B) assumed in connection with the acquisition of any fixed or capital assets, and Refinancing Indebtedness in respect of any of the foregoing; provided that the aggregate principal amount of Indebtedness permitted by this clause (a)(v)(x), together with the aggregate principal amount of Indebtedness or other obligations incurred under Section 6.01(a)(xvii), shall not at any time outstanding exceed the greater of (x) $175,000,000 and (y) 3.50% of Consolidated Total Assets as of the end of the most recent

Test Period for which financial statements have been delivered pursuant to Section 5.01(a) or 5.01(b) hereof, and (y) Indebtedness of the Company or any Subsidiary consisting of Capital Lease Obligations or Synthetic Lease Obligations incurred in connection with Scheduled Dispositions that are effected as Sale/Leaseback Transactions;

(vi) Indebtedness of any Person that becomes a Restricted Subsidiary (or of any Person not previously a Restricted Subsidiary that is merged or consolidated with or into a Restricted Subsidiary in a transaction permitted hereunder) after the date hereof, or Indebtedness of any Person that is assumed by any Restricted Subsidiary in connection with an acquisition of assets by such Restricted Subsidiary in a Permitted Acquisition; provided that (A) such Indebtedness exists at the time such Person becomes a Restricted Subsidiary (or is so merged or consolidated) or such assets are acquired and is not created in contemplation of or in connection with such Person becoming a Restricted Subsidiary (or such merger or consolidation) or such assets being acquired and (B) neither the Company nor any Restricted Subsidiary (other than such Person or the Restricted Subsidiary with which such Person is merged or consolidated or the Person that so assumes such Person's Indebtedness) shall Guarantee or otherwise become liable for the payment of such Indebtedness, and Refinancing Indebtedness in respect of any of the foregoing; provided that after giving effect to such Indebtedness permitted by this clause (vi), the Company shall be in Pro Forma Compliance with the covenant set forth in Section 6.13;

(vii) Indebtedness of Foreign Subsidiaries in an aggregate principal amount not in excess of the greater of (x) $300,000,000 and (y) 6.00% of Consolidated Total Assets as of the end of the most recent Test Period for which financial statements have been delivered pursuant to Section 5.01(a) or 5.01(b) hereof;

(viii) (A)(x) Indebtedness of the Company or other Domestic Subsidiaries in respect of any overdrafts and related liabilities arising from treasury, depository and cash management services; provided that such Indebtedness shall be repaid in full within 45 days of the incurrence thereof and (y) Indebtedness of Foreign Subsidiaries in respect of Permitted Cash Pooling Arrangements; provided that such Indebtedness (1) shall not exceed the greater of (x) $150,000,000 and (y) 3.00% of Consolidated Total Assets as of the end of the most recent Test Period for which financial statements have been delivered pursuant to Section 5.01(a) or 5.01(b) hereof in the aggregate at any time outstanding and (2) shall be reduced to zero not less frequently than every 90 days, (B) Indebtedness owed by the Company or any Restricted Subsidiary to the Company or any Restricted Subsidiary pursuant to intercompany cash pooling arrangements in the ordinary course of business and consistent with past practices and (C) Indebtedness in connection with automated clearing-house transfers of funds;

(ix) (x) Indebtedness in respect of letters of credit, surety and performance bonds, bank guarantees, appeal bonds and similar instruments issued for the account of the Company or any Restricted Subsidiary supporting obligations of the Company or any Restricted Subsidiary under (A) workers' compensation and other social security and/or insurance laws in the ordinary course of business, (B) bids, trade contracts, leases, statutory obligations, customs/duties, taxes and obligations of a like nature in the ordinary course of business and (C) judgments pending appeal that do not constitute an Event of Default and (y) Indebtedness of the type referred to in clause (f) of the definition thereof securing judgments, decrees, attachments or awards that do not constitute an Event of Default under clause (1) of Article VII;

(x) Indebtedness of the Company or any Restricted Subsidiary in the form of purchase price adjustments, earn-outs or other arrangements representing acquisition consideration or deferred payments of a similar nature incurred in connection with any Permitted Acquisition or any other Investment;

(xi) Indebtedness in respect of any Permitted Receivables Facility (including in respect of any Standard Receivables Undertakings incurred in connection therewith);

(xii) Permitted Additional Indebtedness; provided that, after giving effect to the incurrence thereof, the Leverage Ratio calculated on a Pro Forma Basis giving effect to such incurrence (but without netting the cash proceeds thereof) shall be not more than the then applicable ratio under Section 6.13 for the most recent Test Period prior to such time for which financial statements shall have been delivered pursuant to Section 5.01(a) or Section 5.01(b); provided, further, however, that notwithstanding anything to the contrary set forth in the definition of "Permitted Additional Indebtedness", any Indebtedness incurred pursuant to this clause (xii) may be secured by the Collateral to the extent permitted by Section 6.02(a)(xvii);

(xiii) other Indebtedness in an aggregate principal amount not exceeding at any time outstanding the greater of (x) $250,000,000 and (y) 5.00% of Consolidated Total Assets as of the end of the most recent Test Period for which financial statements have been delivered pursuant to Section 5.01(a) or 5.01(b) hereof; provided that the aggregate principal amount of Indebtedness of the Restricted Subsidiaries that are not Guarantor Loan Parties permitted by this clause (xiii) shall not exceed at any time outstanding the greater of (x) $150,000,000 and (y) 3.00% of Consolidated Total Assets as of the end of the most recent Test Period for which financial statements have been delivered pursuant to Section 5.01(a) or 5.01(b) hereof;

(xiv) Guarantees or joint and several liability arising under a Dutch fiscal unity (*fiscale eenheid*) for Dutch corporate tax or VAT purposes solely existing of Loan Parties;

(xv) Indebtedness arising under a declaration of joint and several liability used for the purpose of Article 2:403 of the Dutch Civil Code (and any residual liability under such declaration arising pursuant to section 2:404(2) of the Dutch Civil Code);

(xvi) any Defeased Debt;

(xvii) [Reserved.];

(xviii) any Incremental Equivalent Debt; provided that the aggregate principal amount of such Incremental Equivalent Debt issued in accordance with this clause (xviii) shall not exceed the amount permitted to be incurred as Incremental Facilities under Section 2.21; provided that any unsecured Incremental Equivalent Debt will be deemed secured when calculating the Secured Leverage Ratio for the purposes of the calculating the maximum amount of Incremental Equivalent Debt that is permitted to be issued in accordance with this clause (xviii) and the maximum amount of Incremental Facilities pursuant to Section 2.21(a); provided, further, that (A) the weighted average life to maturity of such Incremental Equivalent Debt shall be no shorter than the Latest Maturity Date that is in effect on the date such Incremental Equivalent Debt is incurred, (B) the terms of any junior-lien or unsecured Incremental Equivalent Debt shall not provide for any scheduled repayment, mandatory redemption, sinking fund obligations or other payment (other than periodic interest payments) prior to the earliest maturity date permitted by clause (b) of the definition of "Incremental Equivalent Debt" and (C) Incremental Equivalent Debt secured by the Collateral on a pari passu basis with the Loans may participate (on not more than a pro rata basis) in any mandatory prepayments of the Term Facilities;

(xix) [Reserved.]; and

(xx) Refinancing Term Loan Indebtedness incurred pursuant to Section 2.25; provided that the Net Proceeds thereof are used to make the prepayments required under Section 2.25(a)(iii).

For purposes of determining compliance with this Section 6.01(a), (i) Indebtedness need not be permitted solely by reference to one category of permitted Indebtedness described in this Section 6.01(a) but may be permitted in part under any combination thereof and (ii) in the event that Indebtedness (or any portion thereof) meets the criteria of one or more of the categories of permitted Indebtedness described in this Section 6.01(a), the Company may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such Indebtedness (or any portion thereof) in any manner that complies with this covenant and will only be required to include the amount and type of such Indebtedness (or portion thereof) in one of the clauses of this Section 6.01(a), and such Indebtedness will be treated as being incurred or existing pursuant to only one of such clauses.

(b) The Company will not permit any Restricted Subsidiary to issue any preferred Equity Interests except for preferred Equity Interests issued to and held by the Company or any other Restricted Subsidiary (and, in the case of any preferred Equity Interests issued by any Foreign Borrower or Subsidiary Loan Party, such preferred Equity Interests shall be held by the Company, a Borrower or a Subsidiary Loan Party).

SECTION 6.02. Liens. (a) None of the Company or any Restricted Subsidiary will create, incur, assume or permit to exist any Lien on any asset now owned or hereafter acquired by it, or assign or sell any income or revenues (including accounts receivable and royalties) or rights in respect of any thereof, except:

(i) Liens created under the Loan Documents;

(ii) Permitted Encumbrances;

(iii) any Lien on any asset of the Company or any Restricted Subsidiary existing on the Closing Date and set forth on Schedule 6.02; provided that (A) such Lien shall not apply to any other asset of the Company or any Restricted Subsidiary and (B) such Lien shall secure only those obligations that it secures on the date hereof and any extensions, renewals and refinancings thereof that do not increase the outstanding principal amount thereof and, in the case of any such obligations constituting Indebtedness, that are permitted under Section 6.01 as Refinancing Indebtedness in respect thereof;

(iv) any Lien existing on any asset prior to the acquisition thereof by the Company or any Restricted Subsidiary or existing on any asset of any Person that becomes a Restricted Subsidiary (or of any Person not previously a Restricted Subsidiary that is merged or consolidated with or into a Restricted Subsidiary in a transaction permitted hereunder) after the date hereof prior to the time such Person becomes a Restricted Subsidiary (or is so merged or consolidated); provided that (A) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Restricted Subsidiary (or such merger or consolidation), (B) such Lien shall not apply to any other asset of the Company or any Restricted Subsidiary (other than, in the case of any such merger or consolidation, the assets of any Restricted Subsidiary that is a party thereto) and (C) such Lien shall secure only those obligations that it secures on the date of such acquisition or the date such Person becomes a Restricted Subsidiary (or is so merged or consolidated), and any extensions, renewals and refinancings thereof that do not increase the outstanding principal amount thereof and, in the case of any such obligations constituting Indebtedness, that are permitted under Section 6.01 as Refinancing Indebtedness in respect thereof;

(v) (A) Liens on fixed or capital assets acquired, constructed or improved by the Company or any Restricted Subsidiary; provided that (x) such Liens secure only Indebtedness permitted by Section 6.01(a)(v) and (y) such Liens shall not apply to any other asset of the Company or any Restricted Subsidiary (other than the proceeds and products thereof); provided, further, that in the event purchase money obligations are owed to any Person with respect to financing of more than one purchase of any fixed or capital assets, such Liens may secure all such purchase money obligations and may apply to all such fixed or capital assets financed by such Person and (B) Liens on assets arising in connection with Scheduled Dispositions that are effected as Sale/Leaseback Transactions to the extent permitted under Section 6.01(a)(v)(y);

(vi) in connection with the sale or transfer of any Equity Interests or other assets in a transaction permitted under Section 6.06, customary rights and restrictions contained in agreements relating to such sale or transfer pending the completion thereof;

(vii) in the case of (A) any Restricted Subsidiary that is not a wholly-owned Restricted Subsidiary or (B) the Equity Interests in any Person that is not a Restricted Subsidiary, any encumbrance or restriction, including any put and call arrangements, related to Equity Interests in such Restricted Subsidiary or such other Person set forth in the organizational documents of such Restricted Subsidiary or such other Person or any related joint venture, shareholders' or similar agreement;

(viii) Liens solely on any cash earnest money deposits, escrow arrangements or similar arrangements made by the Company or any Restricted Subsidiary in connection with any letter of intent or purchase agreement for a Permitted Acquisition or other transaction permitted hereunder;

(ix) any interest or title of a lessor under leases (other than leases constituting Capital Lease Obligations) entered into by the Company or any of the Restricted Subsidiaries in the ordinary course of business;

(x) Liens deemed to exist in connection with Investments in repurchase agreements that are Permitted Investments;

(xi) Liens on property of any Restricted Subsidiary that is not a Loan Party, which Liens secure Indebtedness of such Restricted Subsidiary permitted under Section 6.01;

(xii) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods by any of the Restricted Subsidiaries in the ordinary course of business;

(xiii) Liens in favor of any Receivables Subsidiary, or any collateral agent (or other party acting in a similar capacity) for holders of Third Party Interests or any third-party buyer or purchaser of Receivables, in each case, in connection with a Permitted Receivables Facility;

(xiv) (x) leases, licenses, subleases or sublicenses, including non-exclusive software licenses, granted to others that do not (A) interfere in any material respect with the business of the Company and the Restricted Subsidiaries, taken as a whole, or (B) secure any Indebtedness and (y) licensing, sublicensing or cross-licensing of any intellectual property rights of the Company or any Restricted Subsidiary in connection with the Separation Transactions to the extent consistent in all material respects with the Form 10;

(xv) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(xvi) other Liens securing Indebtedness or other obligations in an aggregate principal amount not to exceed at any time outstanding the greater of (x) $250,000,000 and (y) 5.00% of Consolidated Total Assets as of the end of the most recent Test Period for which financial statements have been delivered pursuant to Section 5.01(a) or 5.01(b) hereof;

(xvii) Liens on the Collateral securing Permitted Additional Indebtedness in the form of term loans or notes; provided that, (x) after giving effect to the incurrence of such Indebtedness (but without netting the cash proceeds thereof), the Secured Leverage Ratio calculated on a Pro Forma Basis giving effect to such incurrence shall be not more 3.00 to 1.00, (y) any such Liens shall rank pari passu or junior to the Liens securing the Obligations and shall be subject to an Acceptable Intercreditor Agreement and (z) to the extent the Liens securing any term loans rank pari passu to the Liens securing the Obligations, the applicable Indebtedness shall be subject to clause (v) of the second proviso in Section 2.21(b) as if such Indebtedness was incurred in the form of Incremental Term Loans;

(xviii) to the extent constituting Liens on the assets of the Company or any of its Restricted Subsidiaries, Liens incurred in connection with any Defeased Debt;

(xix) to the extent required by the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations thereunder, cash margin deposits securing obligations under Hedging Agreements permitted under Section 6.07, in an aggregate amount not to exceed the greater of (x) $75,000,000 and (y) 1.50% of Consolidated Total Assets as of the end of the most recent Test Period for which financial statements have been delivered pursuant to Section 5.01(a) or 5.01(b) hereof;

(xx) Liens on (i) deposit accounts of the Company and Domestic Subsidiaries, and related set-off rights of cash management banks securing Indebtedness permitted by Section 6.01(a)(viii)(A)(x) and (ii) deposit accounts of Foreign Subsidiaries and related set-off rights of cash management banks servicing Permitted Cash Pooling Arrangements, including in each case, fees and other obligations to cash management banks with respect to the provision of cash management services (but not other obligations);

(xxi) Liens incurred to secure any Notes issued in connection with a Permitted Material Acquisition pursuant to the Permitted Escrow Transactions with respect to such Notes; provided that such Liens are discharged and released on the earliest to occur of (i) the release of the Permitted Escrow Funds with respect to such Notes to pay a portion of the consideration for such Permitted Material Acquisition in connection with the consummation thereof, (ii) the release of the Permitted Escrow Funds with respect to such Notes to repay in full the principal of and accrued interest on such Notes in the event that the acquisition agreement relating to such Permitted Material Acquisition is terminated in accordance with its terms prior to the consummation of such Permitted Material Acquisition or such Permitted Material Acquisition is abandoned and (iii) the date of the termination of the escrow period provided in the escrow agreement applicable to such Notes;

(xxii) Liens securing the Excluded Merchant Reserve and Settlement Accounts or any Settlement Liens;

(xxiii) Liens incurred to secure Incremental Equivalent Debt incurred under Section 6.01(a)(xviii); provided that any such Liens shall rank pari passu or junior to the Liens securing the Obligations and shall be subject to an Acceptable Intercreditor Agreement;

(xxiv) [Reserved.];

(xxv) Liens on Collateral securing any Permitted Junior Lien Refinancing Debt; provided that such Liens are subject to the terms of an Acceptable Intercreditor Agreement; and

(xxvi) Settlement Liens.

For purposes of determining compliance with this Section 6.02(a), (i) a Lien securing an item of Indebtedness need not be permitted solely by reference to one category of permitted Liens described in this Section 6.02(a) but may be permitted in part under any combination thereof and (ii) in the event that a Lien securing an item of Indebtedness (or any portion thereof) meets the criteria of one or more of the categories of permitted Liens described in this Section 6.02(a), the Company may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such Lien securing such item of Indebtedness (or any portion thereof) in any manner that complies with this covenant and will only be required to include the amount and type of such Lien (and portion of Indebtedness secured thereby) in one of the above clauses, and such Lien securing such item of Indebtedness will be treated as being incurred or existing pursuant to only one of such clauses.

(b) Notwithstanding the foregoing, no Restricted Subsidiary that is a Designated Subsidiary as of the Closing Date shall create, incur, assume or permit to exist any Lien (other than any non-consensual Lien or any Lien of the type referred to in Section 6.02(a)(iv)) on any Equity Interests that are required by the Collateral and Guarantee Requirement to be pledged as Collateral (or, in the case of Equity Interests of any Foreign Subsidiary or CFC Holdco, Equity Interests that would be required to be pledged if such Restricted Subsidiary became a Material Subsidiary), except pursuant to the Security Documents.

(c) Notwithstanding the foregoing, neither the Company nor any Restricted Subsidiary shall grant to any third party any license or sublicense of Intellectual Property; provided that the foregoing will not restrict or prohibit (i) non-exclusive licenses and sublicenses of Intellectual Property entered into in the ordinary course of business in compliance with clause (a)(xiv) above; (ii) exclusive licenses and sublicenses of Intellectual Property in compliance with clause (a)(xiv) above that are on arms-length terms and are exclusive only in respect of fields of use that are not included in the business of the Company and its Restricted Subsidiaries in any material respect and (iii) Economic IP Transfers.

(d) Notwithstanding the foregoing, no Loan Party shall create or permit to exist any Lien securing Indebtedness for borrowed money over any Material Real Estate Asset.

SECTION 6.03. Fundamental Changes; Business Activities. (a) None of the Company or any Restricted Subsidiary will merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect thereto no Default shall have occurred and be continuing, (i) any Person may merge into the Company in a transaction in which the Company is the surviving corporation, (ii) any Person (other than the Company) may merge or consolidate with any Foreign Borrower in a transaction in which the surviving entity is a Foreign Borrower, (iii) any Person (other than a Borrower) may merge or consolidate with any Restricted Subsidiary in a transaction in which the surviving entity is a Restricted Subsidiary (and, if any

party to such merger or consolidation is a Subsidiary Loan Party, is a Subsidiary Loan Party), (iv) any Restricted Subsidiary may merge into or consolidate with any Person (other than a Borrower) in a transaction permitted under Section 6.06 in which, after giving effect to such transaction, the surviving entity is not a Restricted Subsidiary, and (v) any Restricted Subsidiary (other than a Foreign Borrower, unless such Foreign Borrower shall substantially contemporaneously cease to be a Foreign Borrower in accordance with Section 2.25) may liquidate or dissolve if the Company determines in good faith that such liquidation or dissolution is in the best interests of the Company and is not materially disadvantageous to the Lenders; provided that the assets and operations of any Material Subsidiary that is liquidated or dissolved shall be transferred to the Company, a Subsidiary Loan Party, or the direct holder of the Equity Interests of such Material Subsidiary in connection therewith.

(b) None of the Company or any Restricted Subsidiary will engage to any material extent in any business other than businesses of the type conducted or engaged in by the Company or any of its Restricted Subsidiaries on the date hereof, reasonably related, similar, incidental, complementary, ancillary, corollary, synergistic or related businesses, and/or a reasonable extension, development or expansion of such businesses (including the Separation Transactions).

(c) The Company will not permit any Person other than the Company, one or more of its Restricted Subsidiaries that is not a CFC and minority investors in Excluded Subsidiaries, to own any Equity Interests in any Domestic Subsidiary (other than as a result of an acquisition of a CFC that owns Equity Interests in a Domestic Subsidiary and such ownership structure is not established in contemplation of such acquisition). Notwithstanding the foregoing, a CFC may own the Equity Interests of a CFC Holdco.

SECTION 6.04. Investments. None of the Company or any Restricted Subsidiary will make any Investment, except:

(a) Investments by the Company or a Restricted Subsidiary in assets that were cash or Permitted Investments when such Investment was made;

(b) asset purchases (including purchases of inventory, supplies and materials) in the ordinary course of business;

(c) Investments (i) by any Loan Party in any other Loan Party, (ii) by any Non-Loan Party in any Loan Party, (iii) by any Non-Loan Party in any other Non-Loan Party and (iv) by any Loan Party in any Non-Loan Party; provided that the aggregate amount of such Investments in Non-Loan Parties pursuant to the foregoing clause (iv) shall not exceed in an aggregate amount, as valued at cost at the time each such Investment is made, (A) the greater of (x) $200,000,000 and (y) 4.00% of Consolidated Total Assets;

(d) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors and other credits to suppliers in the ordinary course of business;

(e) Investments consisting of Indebtedness, Liens, fundamental changes, acquisitions, Dispositions, Hedging Agreements and/or Restricted Payments permitted under Section 6.01, Section 6.02, Section 6.03, Section 6.05, Section 6.06, Section 6.08 and Section 6.09, respectively (other than, in each case, by reference to this Section 6.04(e));

(f) Investments existing on the Closing Date and any modification, replacement, renewal, reinvestment or extension of any such Investments; provided that the amount of any Investment permitted pursuant to this Section 6.04(f) is not increased from the amount of such Investment on the Closing Date except pursuant to the terms of such Investment as of the Closing Date or as otherwise permitted by this Section 6.04;

(g) promissory notes and other noncash consideration received in connection with Dispositions permitted by Section 6.06;

(h) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers consistent with past practices;

(i) Investments (including debt obligations and Equity Interests) received in connection with the bankruptcy, insolvency or reorganization of suppliers and customers or in settlement of delinquent obligations of, or other disputes with, customers and suppliers arising in the ordinary course of business or upon the foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment;

(j) advances of payroll payments to employees in the ordinary course of business;

(k) Investments held by a Restricted Subsidiary acquired after the Closing Date or of a Person merged into a Borrower or merged, amalgamated or consolidated with a Restricted Subsidiary in accordance with Section 6.03 after the Closing Date to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(l) Guarantees in respect of Capital Lease Obligations or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business;

(m) Investments to the extent that payment for such Investments is made solely with Qualified Equity Interests (and cash in lieu of fractional shares);

(n) Investments in an aggregate amount, as valued at cost at the time each such Investment is made and including all related commitments for future Investments, not exceeding (x) $300,000,000 and (y) 6.00% of Consolidated Total Assets;

(o) Investments in joint ventures in an aggregate amount, as valued at cost at the time each such Investment is made and including all related commitments for future Investments, not exceeding the greater of (x) $200,000,000 and (y) 4.00% of Consolidated Total Assets;

(p) Investments in connection with a Permitted Receivables Facility;

(q) contributions to a "rabbi" trust for the benefit of employees or other grantor trust subject to claims of creditors in the case of a bankruptcy or insolvency of either a Borrower or any Restricted Subsidiary;

(r) Investments by an Unrestricted Subsidiary entered into prior to the day such Unrestricted Subsidiary is redesignated as a Restricted Subsidiary pursuant to the definition of "Unrestricted Subsidiary"; provided that such Investments were not incurred in contemplation of such redesignation;

(s) other Investments; provided that, at the time of such Investment, (x) no Event of Default shall have occurred and be continuing and (y) the Leverage Ratio as of the last day of the most recently ended Test Period, after giving Pro Forma Effect to such Investment, is not greater than the Leverage Ratio that is 0.50 to 1.00 less than the maximum Leverage Ratio applicable under Section 6.13 at such time; provided that no adjustments on account of a Material Acquisition shall be made when calculating the then applicable maximum Leverage Ratio for these purposes;

(t) [Reserved.];

(u) so long as no Default shall have occurred and be continuing, any Investment in an aggregate amount not in excess of the Available Amount and the then available amount of Qualifying Equity Proceeds, in each case, immediately prior to the making of such payment in reliance on this clause 6.04(u); and

(v) Permitted Acquisitions permitted under Section 6.05.

For purposes of determining compliance with this Section 6.04, (i) Investments need not be permitted solely by reference to one category of permitted Investments described in this Section 6.04 but may be permitted in part under any combination thereof and (ii) in the event that an Investment (or any portion thereof) meets the criteria of one or more of the categories of permitted Investments described in this Section 6.04, the Company may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such Investment (or any portion thereof) in any manner that complies with this covenant and will only be required to include the amount and type of such Investment (or portion thereof) in one of the clauses of this Section 6.04, and such Investment will be treated as being incurred or existing pursuant to only one of such clauses.

Notwithstanding anything to the contrary set forth herein, (1) no Loan Party that is a direct or indirect wholly-owned Subsidiary of the Company may, by virtue of an Investment, Disposition or any similar transaction, become a non-wholly owned Subsidiary if such Loan Party is the legal owner or exclusive licensee of any Material Intellectual Property and (2) no Loan Party may sell, transfer, lease or otherwise dispose of any Material Intellectual Property to (x) any Unrestricted Subsidiary or (y) any Foreign Subsidiary, except, in the case of this clause (y), to the extent that such sale, transfer, lease or other disposition constitutes a Permitted IP Transfer.

SECTION 6.05. Acquisitions. The Company will not consummate, and will not permit any Restricted Subsidiary to consummate any Material Acquisition for consideration in excess of $150,000,000 other than a Permitted Acquisition.

SECTION 6.06. Asset Sales. None of the Company or any Restricted Subsidiary will sell, transfer, lease or otherwise dispose of (including pursuant to any transfer or contribution to a Restricted Subsidiary), or exclusively license, any asset, including any Equity Interest owned by it, nor will any Restricted Subsidiary issue any additional Equity Interest in such Restricted Subsidiary (other than to the Company or a Restricted Subsidiary, and other than directors' qualifying shares and other nominal amounts of Equity Interests that are required to be held by other Persons under Requirements of Law) (each, a "Disposition"; provided that an Economic IP Transfer shall not constitute a Disposition), except:

(a) Dispositions of inventory or used or surplus equipment in the ordinary course of business or of cash and Permitted Investments and the granting of non-exclusive licenses and sublicenses of Intellectual Property in the ordinary course of business;

(b) Dispositions to the Company or any Restricted Subsidiary; provided that any such Dispositions involving a Restricted Subsidiary that is not a Guarantor Loan Party shall be made in compliance with Section 6.09; provided that no Disposition of Intellectual Property material to the business or operations of the Company and its Restricted Subsidiaries, taken as a whole, owned by a Guarantor Loan Party may be made to a Restricted Subsidiary that is not a Guarantor Loan Party pursuant to this clause (b);

(c) (i) Dispositions of Receivables in connection with the compromise or collection thereof in the ordinary course of business and not as part of any Permitted Receivables Facility and (ii) Dispositions of Receivables pursuant to a Permitted Receivables Facility;

(d) Dispositions of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such disposition are promptly applied to the purchase price of such replacement property;

(e) any Permitted IP Transfer;

(f) sales by the Company or Restricted Subsidiaries of Receivables to one or more Receivables Subsidiaries in connection with any Permitted Receivables Facility; provided that (i) each such Permitted Receivables Facility is effected on terms which are considered customary for such a facility, as determined in good faith by the Company or such Restricted Subsidiary, (ii) the aggregate amount of the Seller's Retained Interests in such Permitted Receivables Facilities does not exceed an amount at any time outstanding that is customary for similar transactions, as determined in good faith by the Company or such Restricted Subsidiary and (iii) the proceeds to each such Receivables Subsidiary from the issuance of Third Party Interests are applied substantially simultaneously with the receipt thereof to the purchase from the Company or Restricted Subsidiaries of Receivables;

(g) Scheduled Dispositions and Sale/Leaseback Transactions permitted by Section 6.07;

(h) Dispositions of assets subject to any casualty or condemnation proceeding (including in lieu thereof);

(i) Dispositions of Investments in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements;

(j) Dispositions of assets that are not permitted by any other clause of this Section; provided that all Dispositions made in reliance on this clause shall be made for fair value and at least 75% Cash Consideration; provided, further, that any Designated Non-Cash Consideration received by the Company or any of its Restricted Subsidiaries in respect of such sale, transfer, lease or other disposition having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this clause that is at that time outstanding, not in excess of $100,000,000 at the time of the receipt of such Designated Non-Cash Consideration, with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value, shall be deemed to be Cash Consideration;

(k) [Reserved];

(l) Dispositions of assets related to the business of the Company and its Restricted Subsidiaries to one or more joint ventures in exchange for Equity Interests in such joint ventures; provided that the aggregate book value of all assets disposed of in reliance on this clause after the Closing Date shall not exceed the greater of (x) $200,000,000 and (y) 4.00% of Consolidated Total Assets as of the end of the most recent Test Period for which financial statements have been delivered pursuant to Section 5.01(a) or 5.01(b) hereof;

(m) Restricted Payments permitted by Section 6.09(a); and

(n) sales, transfers, leases, subleases, licenses, sublicenses, cross-licenses or other dispositions to or by the Company or any Restricted Subsidiary in connection with the Separation Transactions to the extent the making thereof is consistent in all material respects with the Form 10.

"Cash Consideration" means, in respect of any Disposition by the Company or any Restricted Subsidiary, (a) cash or Permitted Investments received by it in consideration of such Disposition, (b) any liabilities (as shown on the most recent balance sheet of the Company provided hereunder or in the footnotes thereto) of the Company or such Restricted Subsidiary, other than liabilities that are by their terms subordinated in right of payment to the Loan Document Obligations, that are assumed by the transferee with respect to the applicable Disposition and for which the Company and all of the Restricted Subsidiaries shall have been validly released by all applicable creditors in writing and (c) any securities received by the Company or such Restricted Subsidiary from such transferee that are converted by the Company or such Restricted Subsidiary into cash or Permitted Investments (to the extent of the cash or Permitted Investments received) within 90 days following the closing of the applicable Disposition.

Notwithstanding the foregoing, and other than Dispositions to the Company or a Restricted Subsidiary, and other than directors' qualifying shares and other nominal amounts of Equity Interests that are required to be held by other Persons under Requirements of Law, (i) no Disposition of any Equity Interests in any Restricted Subsidiary or, in any Foreign Borrower or Subsidiary Loan Party shall be permitted unless, except with respect to any Foreign Borrower or Subsidiary Loan Party in the case of clause (g), (h), (j) or (l) above, such Equity Interests constitute all the Equity Interests in such Restricted Subsidiary held by the Company and the Restricted Subsidiaries, and in the case of any Disposition of a Foreign Borrower, such Foreign Borrower shall substantially contemporaneously cease to be a Foreign Borrower in accordance with Section 2.25 and (ii) any Disposition of any assets pursuant to this Section 6.06 to a Person that is not a Loan Party, shall be for no less than the fair market value of such assets at the time of such Disposition (as determined by the Company in good faith).

Notwithstanding anything to the contrary set forth herein, (1) no Loan Party that is a direct or indirect wholly-owned Subsidiary of the Company may, by virtue of an Investment, Disposition or any similar transaction, become a non-wholly owned Subsidiary if such Loan Party is the legal owner or exclusive licensee of any Material Intellectual Property and (2) no Loan Party may sell, transfer, lease or otherwise dispose of any Material Intellectual Property to (x) any Unrestricted Subsidiary or (y) any Foreign Subsidiary, except, in the case of this clause (y), to the extent that such sale, transfer, lease or other disposition constitutes a Permitted IP Transfer.

SECTION 6.07. Sale/Leaseback Transactions. None of the Company or any Restricted Subsidiary will enter into any Sale/Leaseback Transaction, except for any such sale of any fixed or capital assets by the Company or any Restricted Subsidiary that is made for cash consideration in an amount not less than the fair value of such fixed or capital asset and is consummated within 180 days after such Restricted Subsidiary acquires or completes the construction of such fixed or capital asset (unless such Sale/Leaseback Transaction is entered into in order to effect a Scheduled Disposition of assets reflected as such in the letters provided to the Administrative Agent prior to the Closing Date); provided that (a) the sale or transfer of the property thereunder is permitted under Section 6.06, (b) any Capital Lease Obligations and Synthetic Lease Obligations arising in connection therewith are permitted under Section 6.01 and (c) any Liens arising in connection therewith (including Liens deemed to arise in connection with any such Capital Lease Obligations and Synthetic Lease Obligations) are permitted under Section 6.02.

SECTION 6.08. Hedging Agreements. None of the Company or any Restricted Subsidiary will enter into any Hedging Agreement, except (a) Hedging Agreements entered into to hedge or mitigate risks to which the Company or any Restricted Subsidiary has actual exposure (other than in respect of Equity Interests or Indebtedness of the Company or any Restricted Subsidiary) and (b) Hedging Agreements entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of the Company or any Restricted Subsidiary.

SECTION 6.09. Restricted Payments; Certain Payments of Indebtedness. (a) None of the Company or any Restricted Subsidiary will declare, make or pay, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that (i) the Company may declare and pay dividends with respect to its Equity Interests payable solely in additional Equity Interests permitted hereunder, (ii) any Restricted Subsidiary may declare and

pay dividends or make other distributions with respect to its capital stock, partnership or membership interests or other similar Equity Interests, or make other Restricted Payments in respect of its Equity Interests, in each case ratably to the holders of such Equity Interests or its Equity Interests of the relevant class, as the case may be, (iii) the Company may acquire Equity Interests upon the exercise of stock options if such Equity Interests are transferred in satisfaction of a portion of the exercise price of such options, (iv) the Company may make cash payments in lieu of the issuance of fractional shares representing insignificant interests in the Company in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Equity Interests in the Company, (v) the Company may make Restricted Payments, not exceeding $10,000,000 in the aggregate for any fiscal year, pursuant to and in accordance with stock option plans or other benefit plans or agreements for directors, officers or employees of the Company and the Restricted Subsidiaries; provided, however, that any such permitted amount not utilized in a particular fiscal year may be carried forward and utilized in subsequent fiscal years, (vi) so long as no Default shall have occurred and be continuing and the Company shall be in Pro Forma Compliance with the covenant set forth in Section 6.13 after giving effect thereto, the Company may make Restricted Payments in an amount not exceeding the Available Amount and the then available amount of Qualifying Equity Proceeds, in each case, immediately prior to the making of such Restricted Payment in reliance on this clause (vi), (vii) so long as no Default or Event of Default shall have occurred and be continuing, the Company may make Restricted Payments in respect of Equity Interests of the Company in an aggregate amount not to exceed $100,000,000, (viii) so long as no Default shall have occurred and be continuing and after giving effect thereto, the Leverage Ratio calculated on a Pro Forma Basis shall be not more than 3.75 to 1.00, the Company may make other Restricted Payments, (ix) any Foreign Subsidiary may make Restricted Payments to redeem its outstanding Equity Interests held by minority investors in such Foreign Subsidiary, (x) in the case of a Receivables Subsidiary, to make Restricted Payments in respect of the Seller's Retained Interests or other applicable Equity Interests to the extent of net income or other assets available therefor, (xi) so long as no Default shall have occurred and be continuing and the Company shall be in Pro Forma Compliance with the covenant set forth in Section 6.13 after giving effect thereto, the Company may make Restricted Payments with respect to, and in connection with, redemptions of the Existing Preferred and (xii) to the extent constituting Restricted Payments, the Separation Transactions.

(b) None of the Company or any Restricted Subsidiary will pay or make, directly or indirectly, any payment or other distribution (whether in cash, securities or other property) of or in respect of principal of or interest on any Junior Indebtedness, or any payment or other distribution (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, defeasance, cancellation or termination of any Junior Indebtedness, except:

(i) regularly scheduled interest and principal payments as and when due in respect of any Junior Indebtedness, and any payments or prepayments in respect of Junior Indebtedness owed by any Loan Party to the Company or any Restricted Subsidiary, in each case other than payments in respect of Junior Indebtedness prohibited by the subordination provisions thereof;

(ii) refinancings of Junior Indebtedness to the extent permitted under Section 6.01;

(iii) the conversion of any Junior Indebtedness to Equity Interests (other than Disqualified Equity Interests) of the Company;

(iv) payments of secured Junior Indebtedness that becomes due as a result of the voluntary sale or transfer of the assets securing such Junior Indebtedness in transactions permitted hereunder;

(v) payments of or in respect of Junior Indebtedness made solely with Equity Interests in the Company (other than Disqualified Equity Interests);

(vi) so long as no Default shall have occurred and be continuing, any payment of or in respect of Junior Indebtedness in an amount not in excess of the Available Amount and the then available amount of Qualifying Equity Proceeds, in each case, immediately prior to the making of such payment in reliance on this clause (vi); and

(vii) so long as no Default shall have occurred and be continuing and after giving effect thereto, the Leverage Ratio calculated on a Pro Forma Basis shall be not be more than 3.75 to 1.00, the Company may make other payments of or in respect of Junior Indebtedness.

SECTION 6.10. Transactions with Affiliates. None of the Company or any Restricted Subsidiary will sell, lease, license or otherwise transfer any assets to, or purchase, lease, license or otherwise acquire any assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) transactions that are at prices and on terms and conditions not less favorable to the Company or such Restricted Subsidiary than those that would prevail in arm's-length transactions with unrelated third parties, (b) transactions between or among the Guarantor Loan Parties not involving any other Affiliate, (c) any Restricted Payment permitted under Section 6.09, (d) issuances by the Company of Equity Interests, (e) compensation, expense reimbursement and indemnification of, and other employment arrangements with, directors, officers and employees of the Company or any Restricted Subsidiary entered in the ordinary course of business, (f) Dispositions between Restricted Subsidiaries of the Company or between the Company and any Restricted Subsidiary of the Company permitted under Section 6.06, (g) payroll, travel and similar advances to directors and employees of the Company or any Restricted Subsidiary on customary terms and made in the ordinary course of business, (h) loans or advances to directors and employees of the Company or any Restricted Subsidiary on customary terms and made in the ordinary course of business, (i) transactions between or among Non-Loan Parties not involving any other Affiliate, (j) in connection with any Permitted Receivables Facility, (k) Indebtedness of the Company or any Restricted Subsidiary to the Company or any other Restricted Subsidiary permitted under Section 6.01, (l) transactions the value of which, in aggregate, does not exceed $5,000,000, (m) Guarantees and other Investments by the Company or any Restricted Subsidiary in the Company or any Restricted Subsidiary of obligations not constituting Indebtedness and (n) the Separation Transactions.

SECTION 6.11. Restrictive Agreements. None of the Company or any Restricted Subsidiary will, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that restricts or imposes any condition upon (a) the ability of the Company or any Restricted Subsidiary to create, incur or permit to exist any Lien upon any of its assets to

secure any Obligations or (b) the ability of any Restricted Subsidiary to pay dividends or other distributions with respect to its Equity Interests or to make or repay loans or advances to the Company or any Restricted Subsidiary or to Guarantee Indebtedness of the Company or any Restricted Subsidiary; provided that (i) the foregoing shall not apply to (A) restrictions and conditions imposed by Requirements of Law or by any Loan Document, (B) restrictions and conditions existing on the Closing Date identified on Schedule 6.11 (but shall apply to any amendment or modification expanding the scope of, any such restriction or condition), (C) in the case of any Restricted Subsidiary that is not a wholly-owned Subsidiary, restrictions and conditions imposed by its organizational documents or any related joint venture or similar agreement; provided that such restrictions and conditions apply only to such Restricted Subsidiary and to any Equity Interests in such Restricted Subsidiary, and (D) restrictions and conditions imposed by transactional agreements and documents (including organizational documents of Receivables Subsidiaries) governing Permitted Receivables Facilities and related Indebtedness permitted by clause (xi) of Section 6.01(a) and by Section 6.06(f); provided that any such restrictions and conditions (I) are customary and usual for such Permitted Receivables Facilities, as determined in good faith by the Company or such Restricted Subsidiary, (II) in the case of restrictions and conditions of the type referred to in clause (a) of the foregoing, apply only to assets of and Interests in such Receivables Subsidiary, and, in the case of any Intercompany Permitted Receivables Facility Note issued by such Receivables Subsidiary that is held in whole or in part by the Company or any Restricted Subsidiary, permits the pledge of such Intercompany Permitted Receivables Facility Note to secure the Obligations, subject, if applicable, to the terms of any intercreditor agreement, subordination agreement or similar agreement with respect thereto that is reasonably acceptable to the parties thereto, (ii) clause (a) of the foregoing shall not apply to (A) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by clause (v) of Section 6.01(a) if such restrictions or conditions apply only to the assets securing such Indebtedness or (B) customary provisions in leases and other agreements restricting the assignment thereof, (iii) the foregoing shall not apply to (A) customary restrictions and conditions contained in agreements relating to the sale of a Restricted Subsidiary, or a business unit, division, product line or line of business or other assets in a transaction permitted by Section 6.06, that are applicable solely pending such sale; provided that such restrictions and conditions apply only to the Restricted Subsidiary, or the business unit, division, product line or line of business or other asset, that is to be sold and such sale is permitted hereunder, (B) restrictions and conditions imposed by agreements relating to Indebtedness of any Restricted Subsidiary in existence at the time such Restricted Subsidiary became a Restricted Subsidiary and otherwise permitted by clause (vi) of Section 6.01(a) (but shall apply to any amendment or modification expanding the scope of, any such restriction or condition); provided that such restrictions and conditions apply only to such Restricted Subsidiary and were not incurred in contemplation of such acquisition, and (C) restrictions and conditions imposed by agreements relating to Indebtedness of Foreign Subsidiaries permitted under Section 6.01(a); provided that such restrictions and conditions apply only to Foreign Subsidiaries, (iv) clause (b) of the foregoing shall not apply to restrictions and conditions imposed pursuant to Permitted Additional Indebtedness incurred pursuant to Section 6.01 that are not more restrictive than the terms hereof, as reasonably determined by the Company and (v) the foregoing shall not apply to the Separation Agreements or other agreements entered into in connection with the Separation Transactions to the extent consistent in all material respects with the Form 10. Nothing in this paragraph shall be deemed to modify the requirements set forth in the definition of the term “Collateral and Guarantee Requirement” or the obligations of the Loan Parties under Sections 5.03, 5.04 or 5.12 or under the Security Documents.

SECTION 6.12. Amendment of Material Documents. None of the Company or any Restricted Subsidiary will amend, modify or waive any of its rights under (i) any agreement or instrument governing or evidencing any Junior Indebtedness or (ii) its certificate of incorporation, bylaws or other organizational documents, in each case to the extent such amendment, modification or waiver would reasonably be expected to be adverse in any material respect to the Lenders, in each case to the extent such amendment, modification or waiver would reasonably be expected to be adverse in any material respect to the Lenders.

SECTION 6.13. Leverage Ratio. The Company will not permit the Leverage Ratio on the last day of any fiscal quarter of the Company (commencing with the first fiscal quarter of the Company ended after the Closing Date) to exceed the Permitted Leverage Ratio then in effect.

SECTION 6.14. Fiscal Year. Without the consent of the Administrative Agent (not to be unreasonably withheld, conditioned or delayed), the Company will not, and the Company will not permit any other Loan Party to, change its fiscal year to end on a date other than December 31.

ARTICLE VII

Events of Default

If any of the following events ("Events of Default") shall occur:

(a) any Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any L/C Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) any Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article VII) payable under this Agreement or any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five days;

(c) any representation or warranty made or deemed made by or on behalf of any Borrower or any Restricted Subsidiary in or in connection with any Loan Document or any amendment or modification thereof or waiver thereunder, or in any report, certificate, financial statement or other information furnished pursuant to any Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material respect when made or deemed made;

(d) any Borrower shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02(a), 5.03, 5.05 (with respect to the existence of the Borrowers), 5.11 or 5.14 or in Article VI;

(e) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in any Loan Document (other than those specified in clause (a), (b) or (d) of this Article VII), and such failure shall continue unremedied for a period of 30 days after notice thereof from the Administrative Agent or the Required Lenders to the Company (with a copy to the Administrative Agent in the case of any such notice from the Required Lenders);

(f) any Borrower or any Restricted Subsidiary shall fail to make any payment (whether of principal, interest, termination payment or other payment obligation and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable, after giving effect to any period of grace specified for such payment in the agreement or instrument governing such Material Indebtedness;

(g) (i) any event or condition occurs that results in any Material Indebtedness (other than with respect to any Hedging Agreements) becoming due and payable (or subject to compulsory repurchase or redemption) prior to its scheduled maturity or that enables or permits, in each case after the expiration of the grace period, if any, provided for therein, the holder or holders of such Material Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause such Material Indebtedness to become due and payable (or require a compulsory repurchase or redemption thereof) prior to its stated maturity or (ii) an "early termination date" (or equivalent event) under any Hedging Agreement constituting Material Indebtedness shall occur as a result of any event of default, "termination event" (or equivalent event) under such Hedging Agreement as to which the Company or any Restricted Subsidiary is the "defaulting party" or "affected party" (or equivalent term) as a result of which the Company or any Restricted Subsidiary is required to pay, or that enables the applicable counterparty, after the expiration of the grace period, if any, provided for therein, to require the Company or any Restricted Subsidiary to pay, the termination value in respect of such Hedging Agreement; provided that this clause (g) shall not apply to (A) any secured Indebtedness that becomes due as a result of a casualty event in respect of or the voluntary sale or transfer of the assets securing such Indebtedness or (B) any Indebtedness that becomes due as a result of a refinancing thereof permitted under Section 6.01;

(h) one or more ERISA Events shall have occurred that, in the opinion of the Required Lenders, could, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect;

(i) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of any Borrower or any Material Subsidiary or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership, examinership or similar law now or hereafter in effect or (ii) the appointment of a receiver, examiner, trustee, custodian, sequestrator, conservator or similar official for a Borrower or a Material Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(j) any Borrower or any Material Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation (other than any liquidation permitted by clause (v) of Section 6.03(a)), reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership, examinership or similar law now or hereafter in effect,

(ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (i) of this Article VII, (iii) apply for or consent to the appointment of a receiver, examiner, trustee, custodian, sequestrator, conservator or similar official for a Borrower or any Material Subsidiary or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding or (v) make a general assignment for the benefit of creditors, or the board of directors (or similar governing body) of a Borrower or any Material Subsidiary (or any committee thereof) shall adopt any resolution or otherwise authorize any action to approve any of the actions referred to above in this clause (j) or clause (i) of this Article VII;

(k) any Borrower or any Material Subsidiary shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(l) one or more judgments for the payment of money in an aggregate amount in excess of (x) $150,000,000 in the case of a Borrower or any Domestic Subsidiary or (y) $150,000,000 in the case of other Foreign Subsidiaries (other than any such judgment covered by insurance (other than under a self-insurance program) to the extent a claim therefor has been made in writing and liability therefor has not been denied by the insurer) and in excess of amounts covered by indemnification obligations of third parties that shall have the financial capacity to pay such obligations (in the case of each such third party, to the extent a claim therefor has been made in writing and liability therefor has not been denied by such third party), shall be rendered against any Borrower, any Restricted Subsidiary or any combination thereof and the same shall remain unpaid or undischarged for a period of 60 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of any Borrower or any Restricted Subsidiary to enforce any such judgment;

(m) any Lien purported to be created under any Security Document shall cease to be, or shall be asserted by any Loan Party not to be, a valid and perfected Lien on any material Collateral, with the priority required by the applicable Security Document, except as a result of (i) a sale or transfer of the applicable Collateral in a transaction permitted under the Loan Documents, or (ii) as a result of the Administrative Agent no longer having possession of any stock certificates, promissory notes or other instruments delivered to it under the Security Documents or (iii) as a result of a Uniform Commercial Code filing having lapsed because a Uniform Commercial Code continuation statement was not filed in a timely manner;

(n) any Guarantee of a Loan Party purported to be created under any Loan Document shall cease to be, or shall be asserted by any Loan Party not to be, in full force and effect, except upon the consummation of any transaction permitted under this Agreement as a result of which the Subsidiary Loan Party providing such Guarantee ceases to be a Restricted Subsidiary;

(o) (A) the provisions of any Acceptable Intercreditor Agreement entered into after the Closing Date (any such provisions being referred to as the "Intercreditor Provisions") shall, in whole or in part, terminate, cease to be effective or ceases to be legally valid, binding and enforceable against any holder of the applicable Indebtedness (in each case, other than in accordance with the terms of the applicable Acceptable Intercreditor Agreement); or (B) the Company or any other Loan Party shall, directly or indirectly, disavow or contest in any matter (1) the effectiveness, validity or enforceability of any of the Intercreditor Provisions or (2) that the Intercreditor Provisions exist for the benefit of the Secured Parties;

(p) a Change in Control; or

(q) the Separation shall not have been consummated within one Business Day of the Closing Date;

then, and in every such event (other than an event with respect to any Borrower described in clause (i) or (j) of this Article VII), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Company, take any or all of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, (ii) declare the Loans then outstanding to be due and payable in whole (or in part (but ratably as among the Classes of Loans and the Loans of each Class at the time outstanding), in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrowers hereunder, shall become due and payable immediately and (iii) require the deposit of cash collateral in respect of L/C Obligations as provided in Section 2.03(o), in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by each Borrower; and in the case of any event with respect to any Borrower described in clause (i) or (j) of this Article VII, the Commitments shall automatically terminate, the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrowers hereunder, shall immediately and automatically become due and payable and the deposit of such cash collateral in respect of L/C Obligations shall immediately and automatically become due, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by each Borrower.

In addition to any other rights and remedies granted to the Administrative Agent and the Lenders in the Loan Documents, the Administrative Agent on behalf of the Lenders may exercise all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law. Without limiting the generality of the foregoing, in connection with the exercise of rights under this Article VII, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Loan Party or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, or consent to the use by the Loan Parties of any cash collateral arising in respect of the Collateral on such terms as the Administrative Agent deems reasonable, and/or may forthwith sell, lease, assign give an option or options to purchase or otherwise dispose of and deliver, or acquire by credit bid on behalf of the Lenders, the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker’s board or office of the Administrative Agent or any Lender or elsewhere, upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery, all without assumption of any credit risk. The Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free

of any right or equity of redemption in any Loan Party, which right or equity is hereby waived and released. Each Loan Party further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Loan Party's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Article VII, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any other way relating to the Collateral or the rights of the Administrative Agent and the Lenders hereunder, including attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Administrative Agent may elect subject to Section 5.02 of the Collateral Agreement, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including Section 9-615(a)(3) of the Uniform Commercial Code, need the Administrative Agent account for the surplus, if any, to any Loan Party. To the extent permitted by applicable law, each Loan Party waives all claims, damages and demands it may acquire against the Administrative Agent or any Lender arising out of the exercise by them of any rights under this paragraph after the occurrence of an Event of Default. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

ARTICLE VIII

The Administrative Agent

SECTION 8.01. Appointment and Authority. (a) Each of the Lenders, the L/C Issuers and the other Secured Parties hereby irrevocably appoints Bank of America to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article VIII are solely for the benefit of the Administrative Agent, the Lenders and the L/C Issuers, and neither the Company nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions other than as set forth in Sections 8.06 and 8.10. It is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

(b) The Administrative Agent shall also act as the "collateral agent" under the Loan Documents, and each of the Lenders and the L/C Issuer hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of such Lender and the L/C Issuer for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Administrative Agent, as "collateral agent" and any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent pursuant to Section 8.05 for purposes of holding or enforcing any Lien on the Collateral (or any

portion thereof granted under the Security Documents, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent), shall be entitled to the benefits of all provisions of this Article VIII and Article IX (including Section 9.03(c), as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Loan Documents) as if set forth in full herein with respect thereto.

SECTION 8.02. Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind banking, trust, financial, advisory, underwriting or other of business with any Loan Party or any Restricted Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders or to provide notice or consent of the Lenders with respect thereto.

SECTION 8.03. Exculpatory Provisions. The Administrative Agent or the Arrangers, as applicable, shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent or the Arrangers, as applicable, and their respective Related Parties:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law;

(c) shall not have any duty or responsibility to disclose, and shall not be liable for the failure to disclose, to any Lender or any L/C Issuer, any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Loan Parties or any of their Affiliates, that is communicated to, obtained or in the possession of, the Administrative Agent, Arrangers or any of their Related Parties in any capacity, except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent herein;

(d) shall not be liable for any action taken or not taken by the Administrative Agent under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby or thereby (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 9.02 and Article VII) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given in writing to the Administrative Agent by the Company, a Lender or an L/C Issuer;

(e) shall not be responsible for or have any duty or obligation to any Lender or participant or any other Person to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent; and

(f) shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Lenders and shall not be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Lender or have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to any Disqualified Lender.

SECTION 8.04. Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance, extension, renewal or increase of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or an L/C Issuer, the Administrative Agent may presume that such condition is satisfactory to such Lender or such L/C Issuer unless the Administrative Agent shall have received notice to the contrary from such Lender or such L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Company), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

SECTION 8.05. Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub agents appointed by the Administrative Agent. The Administrative Agent and any such sub agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article VIII shall apply to any such sub agent and to the Related Parties of the Administrative Agent and any such sub agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

SECTION 8.06. Resignation of Administrative Agent. (a) The Administrative Agent may at any time give notice of its resignation to the Lenders, the L/C Issuers and the Company. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the consent of the Company (which shall not be unreasonably withheld), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Administrative Agent may (but shall not be obligated to) on behalf of the Lenders and the L/C Issuers, appoint a successor Administrative Agent meeting the qualifications set forth above, provided that in no event shall any such successor Administrative Agent be a Defaulting Lender, a Disqualified Lender or an Affiliate of a Defaulting Lender or a Disqualified Lender. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) If the Person serving as Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Required Lenders may, to the extent permitted by applicable law, by notice in writing to the Company and such Person remove such Person as Administrative Agent and, with the consent of the Company (with shall not be unreasonably withheld), appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days (or such earlier day as shall be agreed by the Required Lenders) (the "Removal Effective Date"), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (1) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (2) except for any indemnity payments or other amounts then owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and each L/C Issuer directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers,

privileges and duties of the retiring (or removed) Administrative Agent (other than as provided in Section 2.19(f) and other than any rights to indemnity payments or other amounts owed to the retiring or removed Administrative Agent as of the Resignation Effective Date or the Removal Effective Date, as applicable), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section 8.06). The fees payable by the Company to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Company and such successor. After the retiring or removed Administrative Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this Article VIII and Section 9.03 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them (i) while the retiring or removed Administrative Agent was acting as Administrative Agent and (ii) after such resignation or removal for as long as any of them continues to act in any capacity hereunder or under the other Loan Documents, including in respect of any actions taken in connection with transferring the agency to any successor Administrative Agent.

(d) Any resignation by Bank of America as Administrative Agent pursuant to this Section 8.06 shall also constitute its resignation as an L/C Issuer. If Bank of America resigns as an L/C Issuer, it shall retain all the rights, powers, privileges and duties of an L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the Closing Date of its resignation as an L/C Issuer and all L/C Obligations with respect thereto, including the right to require the Lenders to make Base Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03(c). Upon the appointment by the Company of a successor L/C Issuer hereunder (which successor shall in all cases be a Lender other than a Defaulting Lender, a Disqualified Lender or an Affiliate of a Defaulting Lender or a Disqualified Lender), (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer, (b) the retiring L/C Issuer shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents, and (c) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Bank of America to effectively assume the obligations of Bank of America with respect to such Letters of Credit.

SECTION 8.07. Non-Reliance on the Administrative Agent, the Arrangers and the other Lenders. Each Lender and each L/C Issuer expressly acknowledges that none of the Administrative Agent nor any Arranger has made any representation or warranty to it, and that no act by the Administrative Agent or any Arranger hereafter taken, including any consent to, and acceptance of any assignment or review of the affairs of any Loan Party of any Affiliate thereof, shall be deemed to constitute any representation or warranty by the Administrative Agent or such Arranger to any Lender or each L/C Issuer as to any matter, including whether the Administrative Agent or the Arrangers have disclosed material information in their (or their Related Parties') possession. Each Lender and each L/C Issuer represents to the Administrative Agent and the Arrangers that it has, independently and without reliance upon the Administrative Agent, the Arrangers, any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis of, appraisal of, and investigation into, the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties and their Restricted Subsidiaries, and all applicable bank or

other regulatory laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Borrowers hereunder. Each Lender and each L/C Issuer also acknowledges that it will, independently and without reliance upon the Administrative Agent, the Arrangers, any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties. Each Lender and each L/C Issuer represents and warrants that (i) the Loan Documents set forth the terms of a commercial lending facility and (ii) it is engaged in making, acquiring or holding commercial loans in the ordinary course and is entering into this Agreement as a Lender or L/C Issuer for the purpose of making, acquiring or holding commercial loans and providing other facilities set forth herein as may be applicable to such Lender or L/C Issuer, and not for the purpose of purchasing, acquiring or holding any other type of financial instrument, and each Lender and each L/C Issuer agrees not to assert a claim in contravention of the foregoing. Each Lender and each L/C Issuer represents and warrants that it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Lender or such L/C Issuer, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities.

SECTION 8.08. No Other Duties, Etc. Anything herein to the contrary notwithstanding, none of the Joint Bookrunners, Arrangers, Co-Syndication Agents or Co-Documentation Agents listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender or an L/C Issuer hereunder.

SECTION 8.09. Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on any Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuers and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuers and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the L/C Issuers and the Administrative Agent under Sections 2.03(i) and (j), 2.10 and 9.03) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and each L/C Issuer to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuers, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.10 and 9.03.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or any L/C Issuer any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender any L/C Issuer to authorize the Administrative Agent to vote in respect of the claim of any Lender or any L/C Issuer in any such proceeding.

SECTION 8.10. Collateral and Guaranty Matters. Without limiting the provisions of Section 8.09, each of the Lenders and the L/C Issuers irrevocably authorizes and instructs (and by entering into a hedge agreement with respect to any Secured Hedge Obligations, by entering into documentation in connection with any Secured Cash Management Obligations, and/or by entering into documentation in connection with any Secured Performance Support Obligations, each of the other Secured Parties hereby authorizes and shall be deemed to authorize) the Administrative Agent, at the request of the Company:

(a) to release any Lien on any property granted to or held by the Administrative Agent under any Loan Document (i) upon the occurrence of the Termination Date, (ii) that is sold or otherwise disposed of or to be sold or otherwise disposed of as part of or in connection with any sale or other disposition permitted hereunder or under any other Loan Document to a Person that is not a Loan Party, (iii) that constitutes "Excluded Assets" (as such term is defined in the Collateral Agreement) or (iv) if approved, authorized or ratified in writing in accordance with Section 9.02;

(b) to release any Guarantor Loan Party from its obligations under the Security Documents to which such Guarantor Loan Party is a party (i) if such Person ceases to be a Restricted Subsidiary as a result of a transaction permitted under the Loan Documents (or becomes an Excluded Subsidiary as a result of a single transaction or series of related transactions or any event or other circumstance permitted hereunder); provided that a Guarantor Loan Party that would become an Excluded Subsidiary solely on the basis of clause (a) of the definition thereof shall not be an Excluded Subsidiary and shall not be released from its obligations under the Security Documents unless the transaction effecting such release is otherwise permitted under this Agreement and has a bona fide business purpose (and the primary purpose thereof is not the release of such Guarantor Loan Party from its obligations under the Security Documents), and (ii) upon the occurrence of the Termination Date; and

(c) to subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 6.01(a)(v).

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor Loan Party from its obligations under the Guarantee pursuant to this Section 8.10. In each case as specified in this Section 8.10, the Administrative Agent will, at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Security Documents or to subordinate its interest in such item, or to release such Subsidiary Loan Party from its obligations under the Collateral Agreement, in each case in accordance with the terms of the Loan Documents and this Section 8.10.

The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral.

Each Secured Party hereby (a) agrees that it will be bound by, and will not take any action contrary to, the provisions of any Acceptable Intercreditor Agreement or any Additional Agreement and (c) authorizes and instructs the Administrative Agent to enter into any Additional Agreement (including any Acceptable Intercreditor Agreement) and to subject the Liens on the Collateral securing the Obligations to the provisions thereof.

No holder of any Secured Hedge Obligation, any Secured Cash Management Obligations, and/or any Secured Performance Support Obligations, in each case, in its respective capacity as such, shall have any rights in connection with the management or release of any Collateral or of the obligations of any Loan Party under this Agreement.

SECTION 8.11. Certain ERISA Matters. (a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and the institutions named as Joint Lead Arrangers, Joint Bookrunners, Co-Syndication Agents and Co-Documentation Agents on the cover page hereof and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Company or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to such Lender or (2) such Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and the institutions named as Joint Lead Arrangers, Joint Bookrunners, Syndication Agent and Documentation Agents on the cover page hereof and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Company or any other Loan Party, that none of the Administrative Agent or any of the institutions named as Joint Lead Arrangers, Joint Bookrunners, Co-Syndication Agents and Co-Documentation Agents on the cover page hereof or their respective Affiliates is a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by any Person under this Agreement, any Loan Document or any documents related hereto or thereto).

SECTION 8.12. Recovery of Erroneous Payments. Without limitation of any other provision in this Agreement, if at any time the Administrative Agent makes a payment hereunder in error to any Lender Recipient Party, whether or not in respect of an Obligation due and owing by any Borrower at such time, where such payment is a Rescindable Amount, then in any such event, each Lender Recipient Party receiving a Rescindable Amount severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount received by such Lender Recipient Party in Same Day Funds in the currency so received, with interest thereon, for each day from and including the date such Rescindable Amount is received by it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. Each Lender Recipient Party irrevocably waives any and all defenses, including any "discharge for value" (under which a creditor might otherwise claim a right to retain

funds mistakenly paid by a third party in respect of a debt owed by another) or similar defense to its obligation to return any Rescindable Amount. The Administrative Agent shall inform each Lender Recipient Party promptly upon determining that any payment made to such Lender Recipient Party comprised, in whole or in part, a Rescindable Amount.

ARTICLE IX

Miscellaneous

SECTION 9.01. Notices. (a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in clause (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or electronic mail as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Company or any other Loan Party, the Administrative Agent or any L/C Issuer, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 9.01; and

(ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire (including, as appropriate, notices delivered solely to the Person designated by a Lender on its Administrative Questionnaire then in effect for the delivery of notices that may contain material non-public information relating to the Company).

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in clause (b) below, shall be effective as provided in such clause (b).

(b) Electronic Communications. Notices and other communications to the Administrative Agent, the Lenders and the L/C Issuers hereunder may be delivered or furnished by electronic communication (including e-mail, FpML messaging, and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices to any Lender or any L/C Issuer pursuant to Article II if such Lender or such L/C Issuer, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article II by electronic communication. The Administrative Agent, any L/C Issuer or the Company may each, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii), if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice, email or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to any Borrower, any Lender, any L/C Issuer or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Company's, any Loan Party's or the Administrative Agent's transmission of Borrower Materials or notices through the Platform, any other electronic platform or electronic messaging service, or through the Internet.

(d) Change of Address, Etc. Any party hereto may change its address, e-mail or fax number for notices and other communications hereunder by written notice to the other parties hereto.

(e) Reliance by Administrative Agent, L/C Issuers and Lenders. The Administrative Agent, the L/C Issuers and the Lenders shall be entitled to rely and act upon any notices (including telephonic or electronic notices, Loan Notices, Letter of Credit Applications and any notice of prepayment) purportedly given by or on behalf of any Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Loan Parties shall indemnify the Administrative Agent, each L/C Issuer, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of any Borrower. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

SECTION 9.02. Waivers; Amendments. (a) No failure or delay by the Administrative Agent, any L/C Issuer or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the L/C Issuers and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 9.02, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Without limiting the generality of the foregoing, the execution and delivery of this Agreement, the making of a Loan or the issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or any L/C Issuer may have had notice or knowledge of such Default at the time.

(b) Except as provided in Sections 2.09, 2.22, 2.23 and 2.25 and in the Collateral Agreement, none of this Agreement, any other Loan Document or any provision hereof or thereof may be waived, amended or modified except, in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Company, the Administrative Agent and the Required Lenders and, in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Loan Party or Loan Parties that are parties thereto, in each case with the consent of the Required Lenders; provided that (i) (A) any provision of this Agreement or any other Loan Document may be amended by an agreement in writing entered into by the Company and the Administrative Agent to cure any ambiguity, omission, defect or inconsistency so long as, in each case, the Lenders shall have received at least five Business Days' prior written notice thereof and the Administrative Agent shall not have received, within five Business Days of the date of such notice to the Lenders, a written notice from the Required Lenders stating that the Required Lenders object to such amendment and (B) the Administrative Agent and the Company may amend, restate, amend and restate or otherwise modify any Acceptable Intercreditor Agreement and (ii) no such agreement shall (A) increase the Commitment of any Lender without the written consent of such Lender (it being understood that a waiver of any condition precedent or the waiver of any Default, Event of Default or mandatory prepayment shall not constitute an increase of any commitment), (B) reduce the principal amount of any Loan or L/C Disbursement or reduce the rate of interest thereon (other than as a result of (x) any waiver of any increase in the interest rate applicable to any Loan pursuant to Section 2.08(b), (y) any amendment of any financial covenant herein (or any component definition) or (z) any extension of the date on which financial statements under Section 5.01(a) or 5.01(b) or a Compliance Certificate is required to be delivered, it being understood that a waiver of a Default or any such amendment or extension shall not constitute a reduction of interest for this purpose), or reduce any fees payable hereunder, without the written consent of each Lender affected thereby, (C) postpone the scheduled maturity date of any Loan, or the date of any scheduled payment of the principal amount of any Term Loan under Section 2.07, or the required date of reimbursement of any L/C Disbursement, or any date for the payment of any interest or fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender affected thereby, (D) except as provided in Sections 2.22 or 2.23, change Section 2.14 in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender, (E) except pursuant to an Incremental Facility Agreement or a permitted amendment to reflect a new Class of Loans or Commitments hereunder, change any of the provisions of this

Section or the percentage set forth in the definition of the term "Required Lenders" or any other provision of any Loan Document specifying the number or percentage of Lenders (or Lenders of any Class) required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender (or each Lender of such Class, as the case may be); provided that, with the consent of the Required Lenders or the Majority in Interest of a Class of Lenders, as the case may be, the provisions of this Section and the definition of the term "Required Lenders" or "Majority in Interest" may be amended to include references to any new class of loans created under this Agreement (or to lenders extending such loans) on substantially the same basis as the corresponding references relating to the existing Classes of Loans or Lenders, (F) release Guarantees constituting all or substantially all the value of the Guarantees under the Collateral Agreement, or limit the liability of Loan Parties in respect of Guarantees constituting such value, or limit its liability in respect thereof, in each case without the written consent of each Lender, (G) release all or substantially all the Collateral from the Liens of the Security Documents, without the written consent of each Lender (except as expressly provided in Section 9.13 or the applicable Security Document (including any such release by the Administrative Agent in connection with any sale or other disposition of the Collateral upon the exercise of remedies under the Security Documents), it being understood that an amendment or other modification of the type of obligations secured by the Security Documents shall not be deemed to be a release of the Collateral from the Liens of the Security Documents), (H) subordinate the Obligations under this Agreement or any other Loan Document to any other Indebtedness or subordinate the Liens on all or substantially all of the Collateral securing the Obligations to any Lien on such Collateral securing any other Indebtedness, in each case, without the prior written consent of each Lender, except (i) any Indebtedness that is expressly permitted by the Loan Documents as in effect on the Closing Date to be senior to the Loans and/or to be secured by a Lien that is senior to the Lien securing the Loans, (ii) any Liens on accounts receivable which are covered under an asset-based loan facility, factoring, securitization or other similar facility the incurrence of which is approved by the Required Lenders, (iii) any "debtor-in-possession" facility or (iv) any other Indebtedness, in each case, so long as each Lender has the same bona fide opportunity to provide its pro rata portion of such Indebtedness on terms and with economics that equal those provided to all other Lenders (including with respect to any fees payable in connection with such Indebtedness) and (I) change any provisions of any Loan Document in a manner that by its terms adversely affects the rights in respect of Collateral or payments due to Lenders holding Loans of any Class differently than those holding Loans of any other Class, without the written consent of Lenders representing a Majority in Interest of each affected Class; provided, further, that (1) no such agreement shall amend, modify, extend or otherwise affect the rights or obligations of the Administrative Agent or any L/C Issuer without the prior written consent of the Administrative Agent or such L/C Issuer, as the case may be, (2) any amendment, waiver or other modification of this Agreement that by its terms affects the rights or duties under this Agreement of the Lenders of a particular Class (but not the Lenders of any other Class), may be effected by an agreement or agreements in writing entered into by the Company and the requisite number or percentage in interest of the affected Class of Lenders that would be required to consent thereto under this Section if such Class of Lenders were the only Class of Lenders hereunder at the time, (3) any amendment, waiver or other modification of Section 4.02 or Section 4.03 with respect to the funding of the Term Loans shall only require the consent of a Majority in Interest of the Term Lenders and (4) any amendment, waiver or other modification of Section 4.02 or Section 4.03 with respect to the funding of any Revolving Loan

shall only require the consent of a Majority in Interest of the Revolving Credit Lenders. Notwithstanding the foregoing, no consent with respect to any amendment, waiver or other modification of this Agreement or any other Loan Document shall be required of (x) any Defaulting Lender, except with respect to any amendment, waiver or other modification referred to in clause (A), (B), (C) or (D) of the first proviso of this clause (b) and then only in the event such Defaulting Lender shall be affected by such amendment, waiver or other modification or (y) in the case of any vote requiring the approval of all Lenders or each affected Lender, any Lender that receives payment in full of the principal of and interest accrued on each Loan made by, and all other amounts owing to, such Lender or accrued for the account of such Lender under this Agreement and the other Loan Documents at the time such amendment, waiver or other modification becomes effective and whose Commitments terminate by the terms and upon the effectiveness of such amendment, waiver or other modification. Notwithstanding anything herein to the contrary, the Administrative Agent and the Company may, without the consent of any Secured Party or any other Person, amend this Agreement, the Collateral Agreement and any other Security Document to add provisions with respect to "parallel debt" and other non-U.S. guarantee and collateral matters, including any authorizations, collateral trust arrangements or other granting of powers by the Lenders and the other Secured Parties in favor of the Administrative Agent, in each case if such amendment is necessary or desirable to create or perfect, or preserve the validity, legality, enforceability and perfection of, the Guarantees and Liens contemplated to be created pursuant to this Agreement (with the Company hereby agreeing to provide its agreement to any such amendment to this Agreement, the Collateral Agreement or any other Security Document reasonably requested by the Administrative Agent).

(c) Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Company, the Required Lenders, the Administrative Agent and each lender providing any additional Revolving Commitment or term loan (A) to increase the Aggregate Revolving Credit Commitments of the Lenders, (B) to add one or more additional tranches of term loans to this Agreement and to provide for the ratable sharing of the benefits of the Loan Documents with the other then outstanding Obligations in respect of the extensions of credit from time to time outstanding under any such additional tranche of term loans and (C) to include appropriately the lenders under any such additional tranche of term loans in any determination of Required Lenders or the determination of the requisite Lenders under any other provision of this Agreement.

(d) The Administrative Agent may, but shall have no obligation to, with the concurrence of any Lender, execute amendments, waivers or other modifications on behalf of such Lender. Any amendment, waiver or other modification effected in accordance with this Section 9.02 shall be binding upon each Person that is at the time thereof a Lender and each Person that subsequently becomes a Lender.

(e) Notwithstanding anything to the contrary herein, in connection with any determination as to whether the requisite Lenders have (A) consented (or not consented) to any amendment or waiver of any provision of this Agreement or any other Loan Document or any departure by any Loan Party therefrom, (B) otherwise acted on any matter related to any Loan Document or (C) directed or required the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, any Lender (other than (x) any Lender that is a Regulated Bank and (y) any Revolving Credit Lender) that, as

a result of its interest in any total return swap, total rate of return swap, credit default swap or other derivative contract (other than any such total return swap, total rate of return swap, credit default swap or other derivative contract entered into pursuant to bona fide market making activities), has a net short position with respect to the Loans and/or Commitments (each, a "Net Short Lender") shall have no right to vote any of its Loans and Commitments and shall be deemed to have voted its interest as a Lender without discretion in the same proportion as the allocation of voting with respect to such matter by Lenders who are not Net Short Lenders (in each case unless otherwise agreed to by the Company). For purposes of determining whether a Lender has a "net short position" on any date of determination: (i) derivative contracts with respect to the Loans and Commitments and such contracts that are the functional equivalent thereof shall be counted at the notional amount thereof in Dollars, (ii) notional amounts in other currencies shall be converted to the Dollar Equivalent thereof by such Lender in a commercially reasonable manner consistent with generally accepted financial practices and based on the prevailing conversion rate (determined on a mid-market basis) on the date of determination, (iii) derivative contracts in respect of an index that includes the Company or any other Loan Party or any instrument issued or guaranteed by the Company or any other Loan Party shall not be deemed to create a short position with respect to the Loans and/or Commitments, so long as (x) such index is not created, designed, administered or requested by such Lender and (y) the Company or any other Loan Party and any instrument issued or guaranteed by the Company or any other Loan Party, collectively, shall represent less than 5% of the components of such index, (iv) derivative transactions that are documented using either the 2014 ISDA Credit Derivatives Definitions or the 2003 ISDA Credit Derivatives Definitions (collectively, the "ISDA CDS Definitions") shall be deemed to create a short position with respect to the Loans and/or Commitments if such Lender is a protection buyer or the equivalent thereof for such derivative transaction and (x) the Loans or the Commitments are a "Reference Obligation" under the terms of such derivative transaction (whether specified by name in the related documentation, included as a "Standard Reference Obligation" on the most recent list published by Markit, if "Standard Reference Obligation" is specified as applicable in the relevant documentation or in any other manner), (y) the Loans or the Commitments would be a "Deliverable Obligation" under the terms of such derivative transaction or (z) any of the Company or any other Loan Party (or any of their successors) is designated as a "Reference Entity" under the terms of such derivative transactions, and (v) credit derivative transactions or other derivatives transactions not documented using the ISDA CDS Definitions shall be deemed to create a short position with respect to the Loans and/or Commitments if such transactions are functionally equivalent to a transaction that offers the Lender protection in respect of the Loans or the Commitments, or as to the credit quality of any of the Company or any other Loan Party (or any of their successors) other than, in each case, as part of an index so long as (x) such index is not created, designed, administered or requested by such Lender and (y) the Company or any other Loan Party and any instrument issued or guaranteed by any of the Company or any other Loan Party, collectively, shall represent less than 5% of the components of such index. In connection with any such determination, each Lender (other than (x) any Lender that is a Regulated Bank and (y) any Revolving Credit Lender) shall promptly notify the Administrative Agent in writing that it is a Net Short Lender, or shall otherwise be deemed to have represented and warranted to the Company and the Administrative Agent that it is not a Net Short Lender (it being understood and agreed that the Company and the Administrative Agent shall be entitled to rely on each such representation and deemed representation). In no event shall the Administrative Agent be obligated to ascertain, monitor or inquire as to whether any Lender is a Net Short Lender.

SECTION 9.03. Expenses; Indemnity; Damage Waiver. (a) The Company shall pay (i) all reasonable out-of-pocket expenses incurred by the Administrative Agent, the Arrangers and their Affiliates, including expenses incurred in connection with due diligence and the reasonable fees, charges and disbursements of Cravath, Swaine & Moore LLP, local counsel in any foreign jurisdiction, and any other counsel for any of the foregoing retained with the Company's consent (such consent not to be unreasonably withheld, conditioned or delayed), in connection with the structuring, arrangement and syndication of the credit facilities provided for herein and any credit or similar facility refinancing or replacing, in whole or in part, any of the credit facilities provided for herein, including the preparation, execution and delivery of the Engagement Letter and the Fee Letters, as well as the preparation, execution, delivery and administration of this Agreement, the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by any L/C Issuer in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all out-of-pocket expenses incurred by the Administrative Agent, any L/C Issuer or any Lender, including the fees, charges and disbursements of any counsel for any of the foregoing, in connection with the enforcement or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) The Company shall indemnify the Administrative Agent (and any sub-agent thereof), the Arrangers, each Lender and L/C Issuer (each such Person, an "Indemnified Institution"), and each Related Party of any of the foregoing Persons (each Indemnified Institution and each such Person being called an "Indemnitee"), against, and hold each Indemnitee harmless from, any and all losses, claims, damages, penalties, liabilities and related expenses, including the reasonable and documented or invoiced out-of-pocket fees, charges and disbursements of any counsel for any Indemnitee (including reasonable fees, disbursements and other charges of one counsel for all Indemnitees, taken as a whole, and, if necessary, one firm of local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for all Indemnitees taken as a whole (and, in the case of an actual or perceived conflict of interest, where an Indemnified Institution affected by such conflict informs the Company of such conflict and thereafter retains its own counsel, of another firm of counsel for such affected Indemnified Institution)), incurred by or asserted against any Indemnitee arising out of or relating to, based upon, or as a result of (i) the structuring, arrangement and the syndication of the credit facilities provided for herein, the preparation, execution, delivery and administration of the Engagement Letter, the Fee Letters, this Agreement, the other Loan Documents or any other agreement or instrument contemplated hereby or thereby, the performance by the parties to the Engagement Letter, the Fee Letters, this Agreement or the other Loan Documents of their obligations thereunder or the consummation of the Transactions or any other transactions contemplated thereby, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by any L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or Release of Hazardous Materials on, at, under or from any property currently or formerly owned, leased or operated by the Company or any of its Subsidiaries, or any Environmental Liability related in any way to the Company or

any of its Subsidiaries or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and whether initiated against or by any party to the Engagement Letter, any Fee Letter, this Agreement or any other Loan Document, any Affiliate of any of the foregoing or any third party (and regardless of whether any Indemnitee is a party thereto and regardless of whether such claim, litigation or proceeding is brought by a third party or by the Company or any of the Subsidiaries); provided that such indemnity shall not, (x) as to any Indemnified Institution, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from (i) the bad faith, gross negligence or willful misconduct of, or material breach of this Agreement by, such Indemnified Institution or any of its Related Parties (as determined by a court of competent jurisdiction in a final and non-appealable decision) or (y) as to any other Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the bad faith, gross negligence or willful misconduct of, or a material breach of this agreement by, such Indemnitee (as determined by a court of competent jurisdiction in a final and non-appealable decision).

(c) To the extent that the Company fails to pay any amount required to be paid by it under paragraph (a) or (b) of this Section 9.03 to the Administrative Agent (or any sub-agent thereof), any L/C Issuer or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), such L/C Issuer or such Related Party, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or such sub-agent) or such L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or any L/C Issuer in connection with such capacity. For purposes of this Section, a Lender's "pro rata share" shall be determined based upon its share of the Total Revolving Credit Outstandings, outstanding Term Loans and unused Commitments at the time (or most recently outstanding and in effect).

(d) To the extent permitted by applicable law, the Company shall not assert, or permit any of its Affiliates or Related Parties to assert, and each hereby waives, any claim against any Indemnitee for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet) in the absence of willful misconduct, bad faith or gross negligence (as determined by a court of competent jurisdiction in a final, non-appealable decision). To the extent permitted by applicable law, no party hereto shall assert, or permit any of its Affiliates or Related Parties to assert, and each hereby waives, any claim against any Indemnitee or any other party hereto or its Affiliates on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof; provided, however, that nothing contained in this sentence will limit the indemnity and reimbursement obligations of the Company set forth in this Section.

(e) All amounts due under this Section shall be payable promptly after written demand therefor.

SECTION 9.04. Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of any L/C Issuer that issues any Letter of Credit), except that (i) no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender (and any attempted assignment or transfer by any Borrower without such consent shall be null and void) (it being understood that a merger, consolidation, amalgamation, reorganization, recapitalization or other similar transaction not otherwise prohibited hereunder shall not constitute an assignment or transfer by a Borrower) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section and, in the case of any Revolving Credit Lender and in relation to any rights and obligations of any Revolving Credit Lender toward a Dutch Borrower, to an assignee that is a Dutch Non-Public Lender. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of any L/C Issuer that issues any Letter of Credit), Participants (to the extent provided in paragraph (c) of this Section 9.04), the Arrangers and, to the extent expressly contemplated hereby, the sub-agents of the Administrative Agent and the Related Parties of any of the Administrative Agent, any Arranger, any L/C Issuer and any Lender) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Notwithstanding anything to the contrary contained herein, neither any Borrower nor any Affiliate of any Borrower may acquire by assignment, participation or otherwise any right to or interest in any of the Commitments or Term Loans hereunder (and any such attempted acquisition shall be null and void). Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld or delayed) of:

(A) the Company; provided that no consent of the Company shall be required (1) for an assignment of Term Loans to a Lender, an Affiliate of a Lender or an Approved Fund, (2) for an assignment of Revolving Commitments and associated Revolving Loans to a Revolving Credit Lender or an Affiliate of a Revolving Credit Lender (other than an Approved Fund) or (3) if an Event of Default has occurred and is continuing, for any other assignment; provided, further, that the Company shall be deemed to have consented to any such assignment of Term Loans (other than any such assignment to a Disqualified Lender or an Affiliate thereof referred to in the last proviso of clause (b)(ii)(F) of this Section 9.04 and identified to the Administrative Agent as such prior to the delivery of written notice of such proposed assignment) unless it shall object thereto by written notice to the Administrative Agent within ten Business Days after the Company has received written notice thereof;

(B) the Administrative Agent; provided that no consent of the Administrative Agent shall be required for an assignment of any Term Loan to a Lender, an Affiliate of a Lender or an Approved Fund; and

(C) each L/C Issuer with outstanding Letters of Credit in excess of $2,500,000, in the case of any assignment of all or a portion of a Revolving Commitment or any Lender's obligations in respect of its L/C Obligations.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if a "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than $5,000,000, unless each of the Company and the Administrative Agent otherwise consents; provided that no such consent of the Company shall be required if an Event of Default has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement; provided that this clause (B) shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans but not those in respect of a second Class;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with, unless waived by the Administrative Agent, a processing and recordation fee of $3,500; provided that only one such processing and recordation fee shall be payable in the event of simultaneous assignments from any Lender or its Approved Funds to one or more other Approved Funds of such Lender (and if a Loan Party is required to be a party to such assignment it shall not (except in the case of an assignment pursuant to Section 2.15(b)) be required to pay such fee);

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain MNPI) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable law, including Federal, State and foreign securities laws;

(E) at the time of each assignment pursuant to this Section 9.04(b), the respective assignee shall provide to the relevant Loan Party and the Administrative Agent the appropriate forms and certificates as provided, and cooperate with the relevant Loan Party as required, under Section 2.19; and

(F) the assignee shall not be a natural person or a Disqualified Lender (and such assignee shall be required to represent that it is not a Disqualified Lender or an Affiliate of a Disqualified Lender that would constitute a Disqualified Lender but for the fact that it is not readily identifiable as such on the basis of its name); provided that whether a prospective assignee is a Disqualified Lender may be communicated to a Lender upon request; provided, further, that it is agreed that the Borrower may withhold its consent to an assignment to any person that is known by it to be an Affiliate of a Disqualified Lender (regardless of whether it is readily identifiable as an Affiliate by virtue of its name (other than, in the case of Disqualified Lenders under clause (b) of the definition thereof, such Affiliates that are Bona Fide Debt Funds)).

(iii) Subject to acceptance and recording thereof pursuant to clause (b)(v) of this Section 9.04, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.17, 2.18, 2.19, 2.22 and 9.03).

(iv) The Administrative Agent shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and records of the names and addresses of the Lenders, and the Commitment of, and principal amount (and stated interest) of the Loans and L/C Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrowers, the Administrative Agent, the L/C Issuers and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers and, as to entries pertaining to it, any L/C Issuer or Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon receipt by the Administrative Agent of an Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder) and the processing and recordation fee referred to in this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that the Administrative Agent shall not be required to accept such Assignment and Assumption or so record the information contained therein if the Administrative Agent reasonably believes that such Assignment and Assumption lacks any written consent required by this Section or is otherwise not in proper form, it being acknowledged that the Administrative Agent shall have no duty or obligation (and shall incur no liability) with respect to obtaining (or confirming the receipt) of any such written consent or with respect to the form of (or any defect in) such Assignment and Assumption, any such duty and obligation being solely with the assigning Lender and the assignee. No assignment shall be effective for purposes of this Agreement unless it has been recorded in

the Register as provided in this paragraph, and following such recording, unless otherwise determined by the Administrative Agent (such determination to be made in the sole discretion of the Administrative Agent, which determination may be conditioned on the consent of the assigning Lender and the assignee), shall be effective notwithstanding any defect in the Assignment and Assumption relating thereto. Each assigning Lender and the assignee, by its execution and delivery of an Assignment and Assumption, shall be deemed to have represented to the Administrative Agent that all written consents required by this Section with respect thereto (other than the consent of the Administrative Agent) have been obtained and that such Assignment and Assumption is otherwise duly completed and in proper form, and each assignee, by its execution and delivery of an Assignment and Assumption, shall be deemed to have represented to the assigning Lender and the Administrative Agent that such assignee is an Eligible Assignee.

(vi) Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.04(b), whether or not such assignment or transfer is reflected in the Register, shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section 9.04.

(c) (i) Any Lender may, without the consent of any Borrower, the Administrative Agent or any L/C Issuer, sell participations to one or more Eligible Assignees ("Participants") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments and Loans of any Class); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrowers, the Administrative Agent, the L/C Issuers and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement or any other Loan Document; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant or requires the approval of all the Lenders. Each Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.17, 2.18, 2.19 and 2.22 (subject to the requirements and limitations therein, including the requirements under Sections 2.19(f), (g) and (h) (it being understood that the documentation required under Sections 2.19(f), (g) and (h) shall be delivered to the participating Lender and the participating Lender shall ensure that the terms of the participation require the Participant to cooperate as required under Section 2.19(g) and (h))) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 9.04; provided that such Participant (x) agrees to be subject to the provisions of Sections 2.13 and 2.15 as if it were an assignee under paragraph (b) of this Section 9.04 and (y) shall not be entitled to receive any greater payment under Section 2.17, 2.19 or 2.22, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Company's request and expense, to use reasonable efforts to cooperate with the Company to effectuate the

provisions of Section 2.15(b) with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender; provided that such Participant agrees to be subject to Section 2.14 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a nonfiduciary agent of each applicable Borrower, maintain a register on which it enters the name and address of each Participant to which it has sold a participation and the principal amounts (and stated interest) of each such Participant's interest in the Loans or other rights and obligations of such Lender under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Loans or other rights and obligations under any this Agreement) except to the extent that such disclosure is necessary to establish that such Loan or other right or obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (other than to any Disqualified Lender, Defaulting Lender or any natural person) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 9.04 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

SECTION 9.05. Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, any Arranger, any L/C Issuer or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any Loan Document is executed and delivered or any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any L/C Obligations is outstanding and so long as the Commitments have not expired or terminated. Notwithstanding the foregoing or anything else to the contrary set forth in this Agreement or any other Loan Document, in the event that, in connection with the refinancing or repayment in full of the credit facilities provided for herein, an L/C Issuer shall have provided to the Administrative Agent a written consent to the release of the Revolving Credit Lenders from their obligations hereunder with respect to any Letter of Credit issued by such L/C Issuer (whether as a result of the obligations of the applicable Borrower (and any other account party) in respect of such Letter of Credit having been collateralized in full by a deposit of cash with such L/C Issuer, or being supported by a letter of credit that names such L/C Issuer as the beneficiary thereunder, or otherwise), then from and after such time such Letter of Credit shall cease to be a "Letter of Credit" outstanding hereunder for all purposes of this Agreement and the other Loan Documents, and the

Revolving Credit Lenders shall be deemed to have no participations in such Letter of Credit, and no obligations with respect thereto, under Section 2.03(e) or 2.03(f). The provisions of Sections 2.13, 2.17, 2.18, 2.19, 2.22 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the occurrence of the Termination Date or the termination of this Agreement or any provision hereof.

SECTION 9.06. Counterparts; Integration; Effectiveness; Electronic Signatures. (a) This Agreement, any Loan Document and any other Communication, including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each of the Loan Parties and each of the Administrative Agent and each Lender Party agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on such Person to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of such Person enforceable against such Person in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Administrative Agent and each of the Lenders and L/C Issuers may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, neither the Administrative Agent nor any L/C Issuer is under any obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by such Person pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Administrative Agent and/or any L/C Issuer has agreed to accept such Electronic Signature, the Administrative Agent and each of the Lenders and L/C Issuers shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any Loan Party and/or any Lender or L/C Issuer (as applicable) without further verification and (b) upon the request of the Administrative Agent or any Lender Party, any Electronic Signature shall be promptly followed by such manually executed counterpart.

(b) Neither the Administrative Agent nor L/C Issuer shall be responsible for or have any duty to ascertain or inquire into the sufficiency, validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document (including, for the avoidance of doubt, in connection with the Administrative Agent's or L/C Issuer's reliance on any Electronic Signature transmitted by telecopy, emailed .pdf or any other electronic means). The Administrative Agent and L/C Issuers shall be entitled to rely on, and shall incur no liability under or in respect of this Agreement or any other Loan Document by acting upon, any Communication (which writing may be a fax, any electronic message, Internet or intranet website posting or other distribution or signed using an Electronic Signature) or any statement made to it orally or by telephone and believed by it to be genuine and signed or sent or otherwise authenticated (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the maker thereof).

(c) Each of the Loan Parties and each Lender and L/C Issuer hereby waives (i) any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document based solely on the lack of paper original copies of this Agreement, such other Loan Document, and (ii) waives any claim against the Administrative Agent, each Lender and L/C Issuer and their respective Related Parties for any liabilities arising solely from the Administrative Agent's, any Lender's and/or any L/C Issuer's reliance on or use of Electronic Signatures, including any liabilities arising as a result of the failure of the Loan Parties to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

SECTION 9.07. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and L/C Issuer, and each Affiliate of any of the foregoing, is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency and whether or not matured) or other amounts at any time held and other obligations (in whatever currency) at any time owing by such Lender or L/C Issuer, or by such an Affiliate, to or for the credit or the account of any Borrower against any of and all the obligations then due of such Borrower now or hereafter existing under this Agreement held by such Lender or L/C Issuer, irrespective of whether or not such Lender or L/C Issuer shall have made any demand under this Agreement; provided that such setoff against obligations under this Agreement shall not apply in the case of amounts owed under any Receivables subject to a Permitted Receivables Facility by a Lender, L/C Issuer, or any of its Affiliates. The rights of each Lender and L/C Issuer, and each Affiliate of any of the foregoing, under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, L/C Issuer or Affiliate may have.

SECTION 9.09. GOVERNING LAW; JURISDICTION ETC. (a) GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. THE COMPANY AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST THE ADMINISTRATIVE AGENT, ANY LENDER, ANY L/C ISSUER, OR ANY RELATED PARTY OF THE FOREGOING IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE COMPANY OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. THE COMPANY AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN CLAUSE (B) OF THIS SECTION 9.09. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(e) Service of Process. (i) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

(ii) From and after the time any Foreign Borrower makes a request for a Borrowing hereunder, such Foreign Borrower will have hereby irrevocably designated and appointed CT Corporation System, National Corporate Research, Ltd., Corporation Services Company, Capitol Services, Inc. or another nationally recognized service firm as its authorized agent, to accept and acknowledge on its behalf, service of any and all process which may be served in any suit, action or proceeding of the nature referred to in paragraph (b) of this Section 9.09 in any Federal or New York State court sitting in the County of New York. Each Foreign Borrower represents and warrants that, at the time of such request for a Borrowing, such agent has agreed in writing to accept such appointment and that a true copy of such designation and acceptance has been delivered to the Administrative Agent. If such agent shall cease so to act, each Foreign Borrower covenants and agrees to designate irrevocably and appoint without delay another such agent satisfactory to the Administrative Agent and to deliver promptly to the Administrative Agent evidence in writing of such other agent's acceptance of such appointment.

SECTION 9.10. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.11. Confidentiality. Each of the Administrative Agent, the Arrangers, the Lenders and the L/C Issuers agrees to maintain the confidentiality of, and not disclose, the Information (as defined below), except that Information may be disclosed (a) to its Related Parties, including accountants, legal counsel and other agents and advisors, it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential, (b) to the extent requested by any governmental or regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable law or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under this Agreement or any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing confidentiality undertakings substantially similar to those of this Section 9.11 and in accordance with the standard processes of the Administrative Agent, the Arrangers or any Lender, as applicable, or customary market standards for the dissemination of such type of information (which shall be deemed to include those required to be made in order to obtain access to information posted on IntraLinks, SyndTrak, Debtdomain or any similar website), in each case, that requires "click through" or other affirmative consent and acknowledgement to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement (in each case, that is an Eligible Assignee) or (ii) any direct, indirect, actual or prospective counterparty (or its Related Parties) to any swap, derivative, securitization or other transaction under which payments are made by reference to the Company or any Restricted Subsidiary and its obligations, this Agreement or

payments hereunder, (g) with the consent of the Company, (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 9.11 or as a result of any improper disclosure by the Administrative Agent, any Arranger or any Lender or any of their respective Affiliates or their and their Affiliates' respective Related Parties or (ii) becomes available to the Administrative Agent, any Arranger, any Lender, any L/C Issuer or any Affiliate of any of the foregoing on a non-confidential basis from a source other than the Company and that is not known by the Administrative Agent, any Arranger, any Lender or any Affiliate of any of the foregoing to have provided, and that none of the Administrative Agent, Arrangers, Lenders or any of the Affiliates of the foregoing has reasonable grounds to believe that such source has provided, such Information in a breach of any confidentiality obligation to the Borrower. For purposes of this Section 9.11, "Information" means all information received from the Company relating to the Company or any Subsidiary or their businesses, other than (A) any such information that is available to the Administrative Agent, any Arranger, any Lender, any L/C Issuer or any Affiliate of any of the foregoing on a non-confidential basis prior to disclosure by the Company and (B) information pertaining to this Agreement routinely provided by arrangers to data service providers, including league table providers, that serve the lending industry; provided that, in the case of information received from the Company after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information. In no event shall any disclosure of any Information be made to a Person that is a Disqualified Lender or an Affiliate thereof that is clearly identifiable on the basis of such Affiliate's name (other than a Bona Fide Debt Fund), in each case at the time of disclosure.

SECTION 9.12. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts that are treated as interest on such Loan under applicable law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") that may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate, and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section 9.12 shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.13. Release of Liens and Guarantees. (a) A Subsidiary Loan Party shall automatically be released from its obligations under the Loan Documents, and all security interests created by the Security Documents in Collateral owned by such Subsidiary Loan Party shall be automatically released, (i) upon the consummation of any transaction permitted by this Agreement as a result of which such Subsidiary Loan Party ceases to be a Restricted Subsidiary, and (ii) upon the occurrence of the Termination Date; provided that, if so required by this Agreement, the Required Lenders shall have consented to such transaction and the terms of such consent shall not have provided otherwise. Upon any sale or other transfer by any Loan Party (other than to the Company or any Domestic Subsidiary that is not a CFC Holdco) of any Collateral

in a transaction permitted under this Agreement, or upon the effectiveness of any written consent to the release of the security interest created under any Security Document in any Collateral pursuant to Section 9.02, the security interests in such Collateral created by the Security Documents shall be automatically released.

(b) In connection with any termination or release pursuant to this Section, the Administrative Agent shall execute and deliver to any Loan Party, at such Loan Party's expense, all documents that such Loan Party shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section shall be without recourse to or warranty by the Administrative Agent.

(c) The Administrative Agent shall be deemed to have automatically released any Lien on any property granted to or held by it under the Collateral Agreement or any other Loan Document that is sold or distributed or to be sold or distributed as part of or in connection with any sale permitted hereunder and under each other Loan Document. The Administrative Agent shall, at the expense of the applicable Loan Party, execute and deliver to such Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of collateral from the assignment and security interest granted under the Collateral Agreement or other Loan Document.

SECTION 9.14. Certain Notices. Each Lender and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies each Loan Party that pursuant to the requirements of the USA PATRIOT Act and the Beneficial Ownership Regulation it is required to obtain, verify and record information that identifies such Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify such Loan Party in accordance with the USA PATRIOT Act and the Beneficial Ownership Regulation.

SECTION 9.15. No Fiduciary Relationship. The Company, on behalf of itself and its Subsidiaries, agrees that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, the Company, the Subsidiaries and their Affiliates, on the one hand, and the Administrative Agent, the Lenders, the L/C Issuers and their Affiliates, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Administrative Agent, the Lenders, the L/C Issuers or their Affiliates, and no such duty will be deemed to have arisen in connection with any such transactions or communications. The Administrative Agent, the Arrangers, the Lenders, the L/C Issuers and their Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of the Company and its Affiliates, and none of the Administrative Agent, the Arrangers, the Lenders, the L/C Issuers or their Affiliates has any obligation to disclose any of such interests to the Company or any of its Affiliates.

SECTION 9.16. Non-Public Information. (a) Each Lender acknowledges that all information, including requests for waivers and amendments, furnished by the Company or the Administrative Agent pursuant to or in connection with, or in the course of administering, this Agreement will be syndicate-level information, which may contain MNPI. Each Lender represents to the Company and the Administrative Agent that (i) it has developed compliance

procedures regarding the use of MNPI and that it will handle MNPI in accordance with such procedures and applicable law, including Federal, state and foreign securities laws, and (ii) it has identified in its Administrative Questionnaire a credit contact who may receive information that may contain MNPI in accordance with its compliance procedures and applicable law, including Federal, state and foreign securities laws.

(b) The Company, and each Lender acknowledge that, if information furnished by the Company pursuant to or in connection with this Agreement is being distributed by the Administrative Agent through the Platform, (i) the Administrative Agent may post any information that the Company has indicated as containing MNPI solely on that portion of the Platform as is designated for Private Side Lender Representatives and (ii) if the Company has not indicated whether any information furnished by it pursuant to or in connection with this Agreement contains MNPI, the Administrative Agent reserves the right to post such information solely on that portion of the Platform as is designated for Private Side Lender Representatives. The Company agrees to clearly designate all information provided to the Administrative Agent by or on behalf of the Company that is suitable to be made available to Public Side Lender Representatives, and the Administrative Agent shall be entitled to rely on any such designation by the Company without liability or responsibility for the independent verification thereof.

SECTION 9.17. Conditional Non-Petition Covenant. Each of the Administrative Agent and the Lenders agrees that in the event it or any other Secured Party acquires any Interests in any Receivables Subsidiary (as creditor or otherwise) in connection with the exercise of remedies against the Collateral or otherwise in connection with the enforcement, collection or payment of the Obligations hereunder or under any Security Document, it shall not (including by acting on behalf of any such Secured Party or the Secured Parties generally), until one year and one day after the Third Party Interests of such Receivables Subsidiary have been satisfied in full, institute against such Receivables Subsidiary, or join in any institution against such Receivables Subsidiary of, any bankruptcy, reorganization, arrangement, insolvency, receivership, winding-up or liquidation proceedings or any similar proceedings under any bankruptcy or insolvency laws of any jurisdiction; provided that the foregoing shall not limit the rights of the Administrative Agent or any Lender to file any claim in or otherwise take any action with respect to any such proceeding that was instituted by another Person that is not one of its Affiliates against a Receivables Subsidiary. The foregoing agreement shall survive any termination of this Agreement.

SECTION 9.18. Acknowledgement and Consent to Bail-In. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

SECTION 9.19. Judgment Currency. (a) If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum owing hereunder in dollars into another currency, each party hereto agrees, to the fullest extent that it may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures in the relevant jurisdiction dollars could be purchased with such other currency on the Business Day immediately preceding the day on which final judgment is given.

(b) The obligations of each party hereto in respect of any sum due to any other party hereto or any holder of the obligations owing hereunder (the "Applicable Creditor") shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than the currency in which such sum is stated to be due hereunder (the "Agreement Currency"), be discharged only to the extent that, on the Business Day following receipt by the Applicable Creditor of any sum adjudged to be so due in the Judgment Currency, the Applicable Creditor may in accordance with normal banking procedures in the relevant jurisdiction purchase the Agreement Currency with the Judgment Currency; if the amount of the Agreement Currency so purchased is less than the sum originally due to the Applicable Creditor in the Agreement Currency, such party agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Applicable Creditor against such deficiency. The obligations of the parties contained in this Section shall survive the termination of this Agreement and the occurrence of the Termination Date.

SECTION 9.20. Intercreditor Agreements; Conflicts. (a) Intercreditor Agreements. REFERENCE IS MADE TO ANY ACCEPTABLE INTERCREDITOR AGREEMENT. EACH LENDER HEREUNDER AGREES THAT IT WILL BE BOUND BY AND WILL TAKE NO ACTIONS CONTRARY TO THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT AND AUTHORIZES AND INSTRUCTS THE ADMINISTRATIVE AGENT TO ENTER INTO EACH ACCEPTABLE INTERCREDITOR AGREEMENT AS "SENIOR CREDIT FACILITIES COLLATERAL AGENT" (OR OTHER APPLICABLE TITLE) ON BEHALF OF SUCH LENDER. THE PROVISIONS OF THIS SECTION 9.20 ARE NOT INTENDED TO SUMMARIZE ALL RELEVANT PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT. REFERENCE MUST BE MADE TO EACH ACCEPTABLE INTERCREDITOR AGREEMENT ITSELF TO UNDERSTAND ALL TERMS AND CONDITIONS THEREOF. EACH LENDER

IS RESPONSIBLE FOR MAKING ITS OWN ANALYSIS AND REVIEW OF EACH ACCEPTABLE INTERCREDITOR AGREEMENT AND THE TERMS AND PROVISIONS THEREOF, AND NEITHER THE ADMINISTRATIVE AGENT NOR ANY OF ITS AFFILIATES MAKES ANY REPRESENTATION TO ANY LENDER AS TO THE SUFFICIENCY OR ADVISABILITY OF THE PROVISIONS CONTAINED IN EACH ACCEPTABLE INTERCREDITOR AGREEMENT.

(b) Conflicts. Notwithstanding anything to the contrary contained herein or in any other Loan Document, in the event of any conflict or inconsistency between this Agreement and any other Loan Document, the terms of this Agreement shall govern and control; provided that in the case of any conflict or inconsistency between any Acceptable Intercreditor Agreement and any Loan Document, the terms of such Acceptable Intercreditor Agreement shall govern and control.

SECTION 9.21. Acknowledgment Regarding Any Supported QFCs. (a) To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Hedging Agreements or any other agreement or instrument that is a QFC (such support, "QFC Credit Support" and each such QFC, a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States).

(b) In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, default rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such default rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

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NCR VOYIX CORPORATION

By: /s/ Timothy C. Oliver
Name: Timothy C. Oliver
Title: Senior Executive Vice President and
Chief Financial Officer

[Signature Page to Credit Agreement — NCR Voyix]

Executed by NCR LIMITED acting by:

/s/ Llewellyn Kelly Moyer
Signature of director

Director
Name of director: Llewellyn Kelly Moyer

in the presence of:

/s/ Steve Kwon
Signature of witness

Name of witness: Steve Kwon
Address: 864 Spring St., Atlanta, GA 30308 USA
Occupation: Attorney

NCR NEDERLAND

by /s/ Johannes Defourny
Name: Johannes Defourny
Title: Director & Regional Vice President II - PSO

[Signature Page to Credit Agreement — NCR Voyix]

BANK OF AMERICA, N.A., as Administrative Agent,

By /s/ Taelitha Bonds-Harris
Name: Taelitha Bonds-Harris
Title: Assistant Vice President

[Signature Page to NCR Voyix Corporation Credit Agreement]

Name of Institution: Bank of America, N.A.

by /s/ Haley Heslip
Name: Haley Heslip
Title: Director

For any Lender requiring a second signature line:

by _____
Name:
Title:

SIGNATURE PAGE TO THE
CREDIT AGREEMENT
OF NCR VOYIX
CORPORATION

Name of Institution: **JPMORGAN CHASE BANK, N.A.**

By /s/ Matthew Cheung
Name: Matthew Cheung
Title: Vice President

For any Lender requiring a second signature line:

by _____
Name:
Title:

[Signature Page to NCR Voyix Corporation Credit Agreement]

SIGNATURE PAGE TO THE
CREDIT AGREEMENT
OF NCR VOYIX
CORPORATION

Name of Institution: Royal Bank of Canada

By /s/ Theodore Brown
Name: Theodore Brown
Title: Authorized Signatory

[Signature Page to NCR Voyix Corporation Credit Agreement]

SIGNATURE PAGE TO THE
CREDIT AGREEMENT OF
NCR VOYIX
CORPORATION

GOLDMAN SACHS BANK USA

by /s/ Ananda DeRoche
Name: Ananda DeRoche
Title: Authorized Signatory

[Signature Page to NCR Voyix Corporation Credit Agreement]

SIGNATURE PAGE TO THE
CREDIT AGREEMENT
OF NCR VOYIX
CORPORATION

Name of Institution: WELLS FARGO BANK, N.A.

by /s/ Jack Stutesman
Name: Jack Stutesman
Title: Vice President

[Signature Page to NCR Voyix Corporation Credit Agreement]

SIGNATURE PAGE TO THE
CREDIT AGREEMENT
OF NCR VOYIX
CORPORATION

Name of Institution: Truist Bank

by /s/ Jim C. Wright
Name: Jim C. Wright
Title: Vice President

[Signature Page to NCR Voyix Corporation Credit Agreement]

Name of Institution: MUFG Bank, Ltd.

By /s/ Tyler Tokunaga
Name: Tyler Tokunaga
Title: Vice President

SIGNATURE PAGE TO THE
CREDIT AGREEMENT
OF NCR VOYIX
CORPORATION

Name of Institution: PNC BANK, NATIONAL ASSOCIATION

by /s/ Larry D. Jackson
Name: Larry D. Jackson
Title: Senior Vice President

[Signature Page to NCR Voyix Corporation Credit Agreement]

SIGNATURE PAGE TO THE
CREDIT AGREEMENT
OF NCR VOYIX
CORPORATION

Name of Institution: Capital One, National Association

By /s/ Anuj Dhingra
Name: Anuj Dhingra
Title: Duly Authorized Signatory

[Signature Page to NCR Voyix Corporation Credit Agreement]

SIGNATURE PAGE TO THE
CREDIT AGREEMENT
OF NCR VOYIX
CORPORATION

Name of Institution: TD Bank, N.A.,

by /s/ Steve Levi
Name: Steve Levi
Title: Senior Vice President

[Signature Page to NCR Voyix Corporation Credit Agreement]

SIGNATURE PAGE TO THE
CREDIT AGREEMENT
OF NCR VOYIX
CORPORATION

Name of Institution: Fifth Third Bank, National Association

by /s/ Nick Meece
Name: Nick Meece
Title: Associate

[Signature Page to NCR Voyix Corporation Credit Agreement]

SIGNATURE PAGE TO THE
CREDIT AGREEMENT
OF NCR VOYIX
CORPORATION

Name of Institution: U.S. Bank National Association

by /s/ Sawyer Johnson
Name: Sawyer Johnson
Title: Vice President

[Signature Page to NCR Voyix Corporation Credit Agreement]

Name of Institution: Regions Bank

by /s/ Mike Roane
Name: Mike Roane
Title: Director

For any Lender requiring a second signature line:

by _____
Name:
Title:

Name of Institution: Manufactures and Traders Trust Company

by /s/ Darci Buchanan
Name: Darci Buchanan
Title: Senior Vice President

Name of Institution: **CITIBANK, N.A.**

by /s/ Michael Braganza
Name: Michael Braganza
Title: Vice President

For any Lender requiring a second signature line:

by _____
Name:
Title:

SIGNATURE PAGE TO THE CREDIT AGREEMENT OF NCR VOYIX CORPORATION

SANTANDER BANK, NA:

By /s/ Felix Nebrat
Name: Felix Nebrat
Title: SVP, Underwriting

[Signature Page to NCR Voyix Corporation Credit Agreement]

SIGNATURE PAGE TO THE
CREDIT AGREEMENT
OF NCR VOYIX
CORPORATION

Name of Institution: HSBC Bank USA, National Association

by /s/ Ketak Sampat
Name: Ketak Sampat
Title: Senior Vice President

[Signature Page to NCR Voyix Corporation Credit Agreement]

SIGNATURE PAGE TO THE
CREDIT AGREEMENT
OF NCR VOYIX
CORPORATION

Name of Institution: Standard Chartered Bank

By /s/ Roy Kuruvilla

Name: Roy Kuruvilla
Title: MD, Leveraged and
Acquisition Finance

[Signature Page to NCR Voyix Corporation Credit Agreement]

Associated Bank, N.A.:

by /s/ Kyle Nass
Name: Kyle Nass
Title: Senior Vice President

Name of Institution: ServisFirst Bank

by /s/ Jim Halverson
Name: Jim Halverson
Title: SVP

For any Lender requiring a second signature line:

by _____
Name:
Title:

EXHIBIT 10.9

EXECUTION VERSION

SEVENTH AMENDMENT TO THE
RECEIVABLES PURCHASE AGREEMENT

This SEVENTH AMENDMENT TO THE RECEIVABLES PURCHASE AGREEMENT (this "Amendment"), dated as of October 16, 2023, is entered into by and among the following parties:

(i) NCR RECEIVABLES LLC, a Delaware limited liability company, as Seller (together with its successors and assigns, the "Seller");

(ii) NCR CANADA RECEIVABLES LP, a limited partnership formed under the laws of the Province of Ontario, Canada, as Canadian Guarantor (the "Canadian Guarantor");

(iii) NCR VOYIX CORPORATION (formerly known as NCR Corporation), a Maryland corporation, as an initial Servicer (in such capacity, the "U.S. Servicer") and as the Performance Guarantor (in such capacity, the "Performance Guarantor");

(iv) NCR CANADA CORP., an unlimited company formed under the laws of the Province of Nova Scotia, Canada (the "Canadian Servicer", together with the U.S. Servicer, collectively, the "Servicers", and each a "Servicer"), as an initial Servicer;

(v) MUFG BANK, LTD. (f/k/a The Bank of Tokyo Mitsubishi UFJ, Ltd., New York Branch) ("MUFG"), as a Committed Purchaser and as a Group Agent;

(vi) VICTORY RECEIVABLES CORPORATION, as a Conduit Purchaser;

(vii) PNC BANK, NATIONAL ASSOCIATION ("PNC"), as a Committed Purchaser, as a Group Agent and as the Administrative Agent (in such capacity, the "Administrative Agent"); and

(viii) PNC CAPITAL MARKETS LLC, as Structuring Agent.

Capitalized terms used but not otherwise defined herein (including such terms used above) have the respective meanings assigned thereto in the Receivables Purchase Agreement described below.

BACKGROUND

1. The parties hereto have entered into a Receivables Purchase Agreement, dated as of September 30, 2021 (as amended by the First Amendment thereto, dated as of August 22, 2022, the Second Amendment thereto, dated as of September 20, 2022, the Third Amendment thereto, dated as of December 27, 2022, the Fourth Amendment thereto, dated as of August 7, 2023, the Fifth Amendment thereto, dated as of September 1, 2023 and the Sixth Amendment thereto, dated as of September 27, 2023; and as further amended, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Existing Receivables Purchase Agreement").

2. Concurrently herewith, (i) the U.S. Servicer, the U.S. Originators, the Seller, each Group Agent, each Purchaser and the Administrative Agent are entering into that certain First Amendment to the Amended and Restated Purchase and Sale Agreement, dated as of the date hereof, (ii) Cardtronics USA, Inc., as an assignee, ATM National, LLC, as an assignee, the Seller, as assignor, the Administrative Agent and each Purchaser are entering into that certain Assignment Agreement, dated as of the date hereof, (iii) the Canadian Guarantor, the Canadian Servicer, Cardtronics Canada Holdings Inc. ("Cardtronics"), each Group Agent and the Administrative Agent are entering into that certain Release Under Canadian Purchase and Sale Agreement, dated as of the date hereof and (iv) the Canadian Guarantor, as assignor, Cardtronics, as assignee, each Purchaser and the Administrative Agent are entering into that certain Assignment Agreement (Canada), dated as of the date hereof.

3. The parties hereto desire to amend the Existing Receivables Purchase Agreement as set forth herein (as so amended, the "Receivables Purchase Agreement").

NOW, THEREFORE, with the intention of being legally bound hereby, and in consideration of the mutual undertakings expressed herein, each party to this Amendment hereby agrees as follows:

SECTION 1. Amendments to the Existing Receivables Purchase Agreement. The Existing Receivables Purchase Agreement is hereby amended by deleting the stricken text (indicated in the same manner as the following example: ~~stricken text~~) and adding the inserted text (indicated in the same manner as the following example: inserted text) as set forth on Exhibit A attached hereto.

SECTION 2. Representations and Warranties of the Seller, Canadian Guarantor and Servicers. The Seller, the Canadian Guarantor and each of the Servicers hereby represent and warrant to each of the parties hereto as of the date hereof as follows:

(a) *Representations and Warranties*. The representations and warranties made by it in Section 6.01 or Section 6.02, as applicable, of the Receivables Purchase Agreement are true and correct on and as of the date hereof unless such representations and warranties by their terms refer to an earlier date, in which case they shall be true and correct on and as of such earlier date.

(b) *Power and Authority; Due Authorization*. It (i) has all necessary power and authority to (A) execute and deliver this Amendment, the Receivables Purchase Agreement and the other Transaction Documents to which it is a party and (B) perform its obligations under this Amendment, the Receivables Purchase Agreement and the other Transaction Documents to which it is a party and (ii) the execution, delivery and performance of, and the consummation of the transactions provided for in, this Amendment, the Receivables Purchase Agreement and the other Transaction Documents to which it is a party have been duly authorized by it by all necessary limited liability company action, limited partnership action, unlimited company action or corporate action, as applicable.

(c) *Binding Obligations*. This Amendment, the Receivables Purchase Agreement and each of the other Transaction Documents to which it is a party constitutes its legal, valid and binding obligations, enforceable against it in accordance with their respective terms, except (i) as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) as such enforceability may be limited by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(d) *No Termination Event*. No Termination Event or Unmatured Termination Event has occurred and is continuing, and no Termination Event or Unmatured Termination Event would result from this Amendment.

SECTION 3. Effect of Amendment; Ratification. All provisions of the Receivables Purchase Agreement and the other Transaction Documents, as expressly amended and modified by this Amendment, shall remain in full force and effect. After this Amendment becomes effective, all references in the Receivables Purchase Agreement (or in any other Transaction Document) to "this Receivables Purchase Agreement", "this Agreement", "hereof", "herein" or words of similar effect referring to the Receivables Purchase Agreement shall be deemed to be references to the Receivables Purchase Agreement as amended by this Amendment. This Amendment shall not be deemed, either expressly or impliedly, to waive, amend or supplement any provision of the Receivables Purchase Agreement other than as set forth herein. The Receivables Purchase Agreement, as amended by this Amendment, is hereby ratified and confirmed in all respects.

SECTION 4. Conditions to Effectiveness. This Amendment shall become effective as of the date hereof, when the Administrative Agent shall have received each of the documents, agreements (in fully executed form), opinions of counsel, UCC filings, PPSA filings, certificates and other deliverables listed on the closing memorandum attached as Exhibit B hereto, in each case, in form and substance acceptable to the Administrative Agent.

SECTION 5. Severability. Any provisions of this Amendment which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 6. Transaction Document. This Amendment shall be a Transaction Document for purposes of the Receivables Purchase Agreement.

SECTION 7. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or e-mail transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 8. GOVERNING LAW AND JURISDICTION.

(a) THIS AMENDMENT, INCLUDING THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT

WITHOUT REGARD TO ANY OTHER CONFLICTS OF LAW PROVISIONS THEREOF, EXCEPT TO THE EXTENT THAT THE PERFECTION, THE EFFECT OF PERFECTION OR PRIORITY OF THE INTERESTS OF ADMINISTRATIVE AGENT OR ANY PURCHASER IN THE COLLATERAL IS GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK).

(b) EACH PARTY HERETO HEREBY IRREVOCABLY SUBMITS TO (I) WITH RESPECT TO THE SELLER, THE CANADIAN GUARANTOR AND EACH OF THE SERVICERS, THE EXCLUSIVE JURISDICTION, AND (II) WITH RESPECT TO EACH OF THE OTHER PARTIES HERETO, THE NON-EXCLUSIVE JURISDICTION, IN EACH CASE, OF ANY NEW YORK STATE OR FEDERAL COURT SITTING IN NEW YORK CITY, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT, AND EACH PARTY HERETO HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING (I) IF BROUGHT BY THE SELLER, THE SERVICERS OR ANY AFFILIATE THEREOF, SHALL BE HEARD AND DETERMINED, AND (II) IF BROUGHT BY ANY OTHER PARTY TO THIS AMENDMENT, MAY BE HEARD AND DETERMINED, IN EACH CASE, IN SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. NOTHING IN THIS SECTION 8 SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY OTHER CREDIT PARTY TO BRING ANY ACTION OR PROCEEDING AGAINST THE SELLER, THE CANADIAN GUARANTOR OR THE SERVICERS OR ANY OF THEIR RESPECTIVE PROPERTY IN THE COURTS OF OTHER JURISDICTIONS. EACH OF THE SELLER, THE CANADIAN GUARANTOR AND THE SERVICERS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

SECTION 9. Section Headings. The various headings of this Amendment are included for convenience only and shall not affect the meaning or interpretation of this Amendment, the Receivables Purchase Agreement or any provision hereof or thereof.

SECTION 10. Reaffirmation of Receivables Purchase Agreement. After giving effect to this Amendment and each of the other transactions contemplated hereby, all of the provisions of the Receivables Purchase Agreement shall remain in full force and effect and the Performance Guarantor hereby ratifies and affirms the Receivables Purchase Agreement and acknowledges that the Receivables Purchase Agreement has continued and shall continue in full force and effect in accordance with its terms.

[*Signature pages follow.*]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

NCR RECEIVABLES LLC,
as the Seller

By: /s/ Vladimir Samoylenko
Name: Vladimir Samoylenko
Title: President

NCR CANADA RECEIVABLES LP,
by its general partner,
NCR CANADA RECEIVABLES GP CORP.,
as Canadian Guarantor

By: /s/ Vladimir Samoylenko
Name: Vladimir Samoylenko
Title: Director

NCR VOYIX CORPORATION,
as a Servicer and as Performance Guarantor

By: /s/ Vladimir Samoylenko
Name: Vladimir Samoylenko
Title: Assistant Secretary

NCR CANADA CORP.,
as a Servicer

By: /s/ Neil Boyd
Name: Neil Boyd
Title: Director

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent, as a Group Agent and as a Committed Purchaser

By: /s/ Eric Bruno
Name: Eric Bruno
Title: Senior Vice President

PNC CAPITAL MARKETS LLC,
as Structuring Agent

By: /s/ Eric Bruno
Name: Eric Bruno
Title: Managing Director

MUFG BANK, LTD.,
as a Group Agent and as a Committed Purchaser

By: /s/ Eric Williams
Name: Eric Williams
Title: Managing Director

VICTORY RECEIVABLES CORPORATION,
as a Conduit Purchaser

By: /s/ Kevin J. Corrigan
Name: Kevin J. Corrigan
Title: Vice President

Exhibit A

Amendments to Existing Receivables Purchase Agreement

[*see attached*]

~~Conformed through~~ EXECUTION VERSION
~~First Amendment, dated as of August 20, 2022,~~
~~Second Amendment, dated as of September 20, 2022,~~
~~Third Amendment , dated as of December 27, 2022~~
~~Fourth~~EXHIBIT A to Seventh Amendment, dated as of ~~August 7~~October 16, 2023
~~Fifth Amendment, dated September 1, 2023~~
~~Sixth Amendment, dated September 27, 2023~~

RECEIVABLES PURCHASE AGREEMENT

Dated as of September 30, 2021

by and among

NCR RECEIVABLES LLC,
as Seller,

NCR CANADA RECEIVABLES LP,
as Canadian Guarantor,

THE PERSONS FROM TIME TO TIME PARTY HERETO,
as Purchasers and as Group Agents,

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent,

PNC CAPITAL MARKETS LLC,
as Structuring Agent,

NCR CANADA CORP.,
as a Servicer,

and

NCR VOYIX CORPORATION,
as a Servicer

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This RECEIVABLES PURCHASE AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of September 30, 2021 by and among the following parties:

(i) NCR RECEIVABLES LLC, a Delaware limited liability company, as Seller (together with its successors and assigns, the "Seller");

(ii) NCR CANADA RECEIVABLES LP, a limited partnership formed under the laws of the Province of Ontario, Canada (together with its successors and assigns, the "Limited Partnership"), by its sole general partner NCR CANADA RECEIVABLES GP CORP., a corporation formed under the laws of the Province of Ontario, Canada (together with its successors and assigns, the "Canadian GP"), as a guarantor (the "Canadian Guarantor"; together with the Seller, collectively, the "SPV Entities", and each an "SPV Entity");

(iii) the Persons from time to time party hereto as Purchasers and as Group Agents;

(iv) PNC BANK, NATIONAL ASSOCIATION ("PNC"), as Administrative Agent;

(v) NCR VOYIX CORPORATION, a Maryland corporation (formerly known as NCR Corporation) ("NCR"), as initial Servicer (in such capacity, together with its successors and assigns in such capacity, the "U.S. Servicer");

(viii) NCR CANADA CORP., an unlimited company formed under the laws of the Province of Nova Scotia, Canada, as an initial Servicer (in such capacity, together with its successors and assigns in such capacity, the "Canadian Servicer"; together with the U.S. Servicer, collectively, the "Servicers", and each a "Servicer"); and

(v) PNC CAPITAL MARKETS LLC, a Pennsylvania limited liability company, as Structuring Agent.

AMENDMENT AND RESTATEMENT

This Agreement amends and restates in its entirety, as of the date hereof, the Receivables Financing Agreement, dated as of November 21, 2014 (as amended, supplemented or otherwise modified prior to the date hereof, the "Prior Agreement"), among the Seller, the U.S. Servicer, various Group Agents and Purchasers party thereto, the Administrative Agent and the Structuring Agent. Notwithstanding the amendment and restatement of the Prior Agreement by this Agreement, (i) the Seller and the U.S. Servicer shall continue to be liable to each of the "Indemnified Parties" for the fees and expenses payable by the Seller and/or the U.S. Servicer, as applicable, which are accrued and unpaid under the Prior Agreement on the date hereof (collectively, the "Prior Agreement Outstanding Amounts") and all obligations under the Prior Agreement to indemnify such parties in connection with events or conditions arising or existing prior to the effective date of this Agreement and (ii) the security interest in favor of the Administrative Agent created under the Prior Agreement shall remain in full force and effect as security for the Seller Obligations (as defined herein), including Prior Agreement Outstanding

Amounts. This Agreement does not constitute a novation or replacement of the Prior Agreement, but hereby ratifies and reaffirms the Prior Agreement as amended and restated by this Agreement. Upon the effectiveness of this Agreement, each reference to the Prior Agreement in any other document, instrument or agreement shall mean and be a reference to this Agreement. Nothing contained herein, unless expressly herein stated to the contrary, is intended to amend, modify or otherwise affect any other instrument, document or agreement executed and/or delivered in connection with the Prior Agreement.

Concurrently herewith, the Seller is requesting that each Purchaser make a new non-ratable Purchase on the Closing Date such that, after giving effect to such Purchase, the each such Purchaser's portion of the Aggregate Capital will be equal to its ratable share (based on Commitments) thereof.

PRELIMINARY STATEMENTS

The Seller and Canadian Guarantor have acquired, and will acquire from time to time, Receivables from the Originators pursuant to the applicable Purchase and Sale Agreement. The Seller desires to sell certain of the Receivables to the Purchasers and, in connection therewith, has requested that the Purchasers make Investments from time to time to the Seller, on the terms, and subject to the conditions set forth herein.

In connection with the Investments made hereunder, the parties hereto have requested that the Canadian Guarantor act as a guarantor hereunder and the Canadian Guarantor has agreed to act as a guarantor hereunder.

In consideration of the mutual agreements, provisions and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Adjusted Net Receivables Pool Balance" means, at any time, the excess of (i) the Net Receivables Pool Balance, over (ii) the Specifically Reserved Maintenance Revenue Amount; provided, however, that so long as the Level 1 Ratings Trigger is not in effect, the Specifically Reserved Maintenance Revenue Amount shall be deemed to be zero for purposes of this definition.

"Administrative Agent" means PNC, in its capacity as contractual representative for the Purchaser Parties, and any successor thereto in such capacity appointed pursuant to Article X.

"Adverse Claim" means a lien, security interest, hypothec, deemed trust or other charge or encumbrance, or any other type of preferential arrangement; it being understood that none of the foregoing shall constitute an "Adverse Claim" to the extent (i) in favor of, or assigned to, the Administrative Agent (for the benefit of the Secured Parties) ~~or~~, (ii) created under or pursuant to, or expressly contemplated to exist and not prohibited by, ~~any~~this Agreement or any other Transaction Document (including ~~the Permitted Revolver Pledge and~~ any lien, security interest or other charge or encumbrance, or any other type of preferential arrangement in favor of any Lock-Box Bank) or (iii) constituting the Permitted Revolver Pledge.

"Affected Person" means each Purchaser Party and each Program Support Provider, the parent or holding company that Controls any Purchaser Party or Program Support Provider, and any of their respective Affiliates that are party to, or entitled to any payment under, the Transaction Documents.

"Affiliate" means, with respect to a specified Person, another Person that directly or indirectly Controls, is Controlled by or is under common Control with the Person specified.

"Aggregate Capital" means, at any time of determination, the aggregate outstanding Capital of all Purchasers at such time.

"Aggregate Yield" means, at any time of determination, the aggregate accrued and unpaid Yield on the aggregate outstanding Capital of all Purchasers at such time.

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Alternative Currency" means Canadian Dollars.

"Anti-Corruption Laws" means the United States Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, the Criminal Code (Canada), the Corruption of Foreign Public Officials Act (Canada) and any similar anti-corruption laws or regulations administered or enforced in any jurisdiction in which any SPV Entity, any Servicer or any of their respective Subsidiaries conduct business.

"Anti-Terrorism Law" means any law in force or hereinafter enacted related to terrorism, money laundering, or economic sanctions, including Executive Order No. 13224, the USA PATRIOT Act, the International Emergency Economic Powers Act, 50 U.S.C. 1701, et. seq., the Trading with the Enemy Act, 50 U.S.C. App. 1, et. seq., 18 U.S.C. § 2332d, and 18 U.S.C. § 2339B, and any regulations or directives promulgated under these provisions, and the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada).

"Applicable Law" means, with respect to any Person, (x) all provisions of law, statute, treaty, constitution, ordinance, rule, regulation, ordinance, requirement, restriction, permit, executive order, certificate, decision, directive or order of any Governmental Authority applicable to such Person or any of its property and (y) all judgments, injunctions, orders, writs, decrees and awards of all courts and arbitrators in proceedings or actions in which such Person is a party or by which any of its property is bound. For the avoidance of doubt, FATCA shall constitute an "Applicable Law" for all purposes of this Agreement.

"Assignment and Acceptance Agreement" means an assignment and acceptance agreement entered into by a Committed Purchaser, an Eligible Assignee, such Committed Purchaser's Group Agent and the Administrative Agent, and, if required, the Seller, pursuant to which such Eligible Assignee may become a party to this Agreement, in substantially the form of Exhibit B hereto.

"Assumption Agreement" has the meaning set forth in Section 13.03(i).

"Attorney Costs" means the reasonable and documented out-of-pocket fees, costs, expenses and disbursements of external counsel.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, if such Benchmark (a) is Daily 1M SOFR, one month, and (b) is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining Term SOFR with respect to any Portion of Capital or the length of a yield or interest period pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor of such Benchmark that is then-removed from the definition of "Yield Period" pursuant to Section 4.07.

"Bankruptcy Code" means the United States Bankruptcy Reform Act of 1978 (11 U.S.C. § 101, et seq.), as amended from time to time.

"Bank Rate" means, for any Portion of Capital funded by any Purchaser on any day at such rate, ~~means~~ an interest rate per annum equal to (a) the ~~LIBOR Rate for such Purchaser~~Benchmark applicable to such Portion of Capital on such day or (b) if the Base Rate is applicable ~~to such Purchaser~~ pursuant to Section 4.04 or 4.07, the Base Rate for such Purchaser on such day; provided, however, that the "Bank Rate" for any day while a Termination ~~Event~~event has occurred and is continuing shall be an interest rate per annum equal to the ~~sum of 2.00% per annum plus the~~ greater of (i) the Benchmark applicable to such Portion of Capital on such day and (ii) the Base Rate for such Purchaser on such day ~~and (ii) the LIBOR Rate for such Purchaser on such day~~.

~~"Bankruptcy Code" means the United States Bankruptcy Reform Act of 1978 (11 U.S.C. § 101, et seq.), as amended from time to time.~~

"Base Rate" means, for any day and any Purchaser, a fluctuating interest rate per annum as shall be in effect from time to time, which rate shall be at all times equal to the ~~greater~~greatest of:

~~(a) the rate of interest in effect for such day as publicly announced from time to time by the applicable Group Agent or its Affiliate as its "reference rate" or "prime rate", as applicable. Such "reference rate" or "prime rate" is set by the applicable Group Agent or its Affiliate based upon various factors, including such Person's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above or below such announced rate, and is not necessarily the lowest rate charged to any customer; and~~

(~~b~~a) 0.50% per annum above the Overnight Bank Funding Rate~~.~~;

(b) the Prime Rate; and

(c) Daily Simple SOFR, plus 1.00%, so long as Daily Simple SOFR is offered, ascertainable and not unlawful; provided, however, if the Base Rate as determined above would be less than zero, then such rate shall be deemed to be zero.

Any change in the Base Rate (or any component thereof) shall take effect at the opening of business on the day such change occurs. Notwithstanding anything to the contrary contained herein, in the case of any event specified in Section 4.04(a) or Section 4.04(b), to the extent any such determination affects the calculation of Base Rate, the definition hereof shall be calculated without reference to clause (iii) above until the circumstances giving rise to such event no longer exist.

"Base Rate Capital" means, at any time, any Portion of Capital for which the Yield Rate is determined by reference to the Base Rate.

"Benchmark" means, initially, the sum of (i) Daily 1M SOFR or, if the Seller has selected Term SOFR with respect to all or any Portion of Capital pursuant to Section 2.03(c), then Term SOFR plus (ii) the SOFR Adjustment; provided that if a Benchmark Transition Event has occurred with respect to any then-available Benchmark, then "Benchmark" shall mean, with respect to such Benchmark, the sum of (a) the applicable Benchmark Replacement, plus (b) the related Benchmark Adjustment, if any, to the extent that such Benchmark Replacement has replaced such Benchmark pursuant to Section 4.07; provided, further, that in the event that any Benchmark as so determined would be less than the Floor, the Benchmark shall be deemed to be equal to the Floor for purposes of this Agreement.

"Benchmark Determination Date" means, with respect to any Yield Period (or for each day in such Yield Period), (i) if the Yield Rate is determined by reference to either Daily 1M SOFR or Daily Simple SOFR, each day in such Yield Period, (ii) if the Yield Rate is determined by reference to Term SOFR, the Periodic Term SOFR Determination Day with respect to such Yield Period or (iv) if the Yield Rate is determined by reference to a Benchmark Replacement, such date or dates set forth in any Conforming Changes for such Benchmark Replacement.

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(1) the sum of: (A) Daily Simple SOFR and (B) the SOFR Adjustment; and

(2) the sum of (A) the alternate benchmark rate that has been selected by the Administrative Agent and the Seller, giving due consideration to (x) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (y) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for U.S. Dollar-denominated syndicated credit facilities at such time and (B) the related Benchmark Replacement Adjustment;

provided, that if the Benchmark Replacement as determined pursuant to clause (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Transaction Documents; and provided further, that any Benchmark Replacement shall be administratively feasible as determined by the Administrative Agent in its sole discretion.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Seller, giving due consideration to (A) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. Dollar-denominated syndicated credit facilities at such time.

"Benchmark Replacement Date" means a date and time determined by the Administrative Agent, which date shall be no later than the earliest to occur of the following events with respect to the then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (A) the date of the public statement or publication of information referenced therein and (B) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide such Benchmark (or such component thereof), or, if such Benchmark is a term rate or is based on a term rate, all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the date determined by the Administrative Agent, which date shall promptly follow the date of the public statement or publication of information referenced therein;

For the avoidance of doubt, if such Benchmark is a term rate or is based on a term rate, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means, the occurrence of one or more of the following events, with respect to the then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate or based on a term rate, all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by a Governmental Authority having jurisdiction over the Administrative Agent, the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate or based on a term rate, all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate or based on a term rate, any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) or a Governmental Authority having jurisdiction over the Administrative Agent announcing that such Benchmark (or such component thereof) or, if such Benchmark is a term rate or based on a term rate, all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, if such Benchmark is a term rate or a rate based on a term rate, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Transaction Document in accordance with Section 4.07 and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Transaction Document in accordance with Section 4.07.

"Beneficial Ownership Rule" means 31 C.F.R. § 1010.230.

"Breakage Fee" means (i) for any Yield Period for which Yield is computed by reference to the CP Rate or ~~the Euro Rate~~Term SOFR and a reduction of Capital is made for any reason on any day other than a Settlement Date or pursuant to Section 2.02(d), the amount, if any, by which (A) the additional Yield (calculated without taking into account any Breakage Fee) which would

have accrued by the next Settlement Date (or, if earlier, the maturity of the underlying Note) on the portion of Capital so reduced exceeds (B) the income, if any, received by the applicable Purchaser from the investment of the proceeds of such reduction of Capital for a comparable time period or (ii) to the extent that the Seller shall fail to make an investment on the date specified by the Seller in connection with any request for funding pursuant to Article II of this Agreement due to a cancellation by the Seller, any failure by the Seller to accept the related Investment or any failure by the Seller to satisfy any of the conditions set forth in Section 5.02, the amount, if any, by which (A) the additional Yield (calculated without taking into account any Breakage Fee) which would have accrued by the next Settlement Date (or, if earlier, the maturity of the underlying Note) on the amounts so failed to be invested or accepted in connection with any such request for funding by the Seller exceeds (B) the income, if any, received by the applicable Purchaser from the investment of the proceeds of such reductions of Capital (or such amounts for which there was a failure to fund). A certificate as to the amount of any Breakage Fee (including the computation of such amount) shall be submitted by the affected Purchaser (or applicable Group Agent on its behalf) to the Seller and shall be conclusive and binding for all purposes, absent manifest error.

"Business Day" means any day ~~(~~other than a Saturday or Sunday~~)~~ or a legal holiday on which~~: (a)~~ commercial banks are ~~not~~ authorized or required to ~~close~~be closed, or are in fact closed, for business in Pittsburgh, Pennsylvania~~,~~ (or such other city in which the lending office of the Administrative Agent is located); New York City, New York; or Toronto, Ontario~~, Canada and (b) if this definition of "Business Day" is utilized in connection with calculating the LMIR or the Euro Rate, dealings are carried out in the London interbank market~~; provided, that when used in connection with an amount that bears interest at a rate based on SOFR or any direct or indirect calculation or determination of SOFR, the term "Business Day" means any such day that is also a U.S. Government Securities Business Day.

"CAD VaR Percentage" means ~~5.5~~5.0%, or such other value-at-risk percentage with respect to CAD designated by the Administrative Agent from time to time upon ten (10) Business Days' prior notice to the Seller.

"Canadian Collection Account" means each account identified as a "Canadian Account" on Schedule II to this Agreement (as such schedule may be modified from time to time in connection with the closing or opening of any Lock-Box Account in accordance with the terms hereof) (in each case, in the name of the Canadian Guarantor) and maintained at a bank or other financial institution that is, except as contemplated by Section 13.20, acting as a Lock-Box Bank pursuant to a Lock-Box Agreement for the purpose of receiving Collections.

"Canadian Collection Account Bank" means any Lock-Box Bank holding one or more Canadian Collection Accounts.

"Canadian Defined Benefit Plan" means a pension plan registered under the Income Tax Act (Canada), the Pension Benefits Act (Ontario) or any other applicable pension standards legislation which contains a "defined benefit provision", as such term is defined in subsection 147.1(1) of the Income Tax Act (Canada).

"Canadian Dollar", "C$" or "CAD" means the lawful currency of Canada.

"Canadian GP" has the meaning set forth in the preamble to this Agreement.

"Canadian Guarantor" has the meaning set forth in the preamble to this Agreement.

"Canadian Guarantor's Limited Partnership Agreement" means the Amended and Restated Limited Partnership Agreement of the Canadian Guarantor, dated as of September 29, 2021, between the Canadian GP, as the general partner, and NCR Canada Corp., as the initial limited partner.

"Canadian Lock-Box" means any Lock-Box related to a Canadian Collection Account.

"Canadian Originator" and "Canadian Originators" have the meaning given to the term "Originator" in the Canadian Purchase and Sale Agreement, as the same may be modified from time to time by adding new Canadian Originators or removing Canadian Originators, in each case, with the prior written consent of the Administrative Agent.

"Canadian Purchase and Sale Agreement" means the Canadian Purchase and Sale Agreement, dated as of the Closing Date, among the Canadian Servicer, the Canadian Originators, as sellers, and the Canadian Guarantor, as purchaser, as such agreement may be amended, supplemented or otherwise modified from time to time.

"Canadian Receivable" means each Receivable transferred (or purported to be transferred) to the Canadian Guarantor pursuant to the Canadian Purchase and Sale Agreement from time to time.

"Canadian Sales Taxes" means, collectively, GST, PST and QST and any other value added sales, provincial sales, use, transfer and other similar taxes now or hereafter imposed by any Governmental Authority in Canada and all interest, penalties, addition to tax and any similar liabilities with respect thereto.

"Canadian Servicer" has the meaning set forth in the preamble to this Agreement.

"Capital" means, with respect to any Purchaser, the aggregate principal amount of all Investments made by such Purchaser pursuant to Article II, as reduced from time to time by Collections distributed and applied on account of such Capital pursuant to Section 3.01; provided, that if such Capital shall have been reduced by any distribution and thereafter all or a portion of such distribution is rescinded or must otherwise be returned for any reason, such Capital shall be increased by the amount of such rescinded or returned distribution as though it had not been made.

"Capital Coverage Amount" means, at any time of determination, the amount equal to (a) the sum of (i) the Adjusted Net Receivables Pool Balance at such time plus (ii) the amount of Collections then set aside and being held in trust by any Servicer or segregated in a separate account approved by the Administrative Agent, in either case, pursuant to and in accordance with Section 3.01(a), minus (b) the Total Reserves at such time; provided, however, that for purposes of reporting the Capital Coverage Amount on any Information Package or Investment Request, the Capital Coverage Amount shall be calculated assuming the amount set forth in clause (a)(ii) above is zero.

"Capital Coverage Deficit" means, at any time of determination, the amount, if any, by which (a) the Aggregate Capital at such time exceeds (b) the lesser of (i) the Capital Coverage Amount at such time and (ii) the Facility Limit at such time.

"Cardtronics Canada Joinder" means the Joinder and Amendment Agreement, dated as of September 1, 2023, executed by Cardtronics Canada Holdings Inc., and consented to by the Canadian Guarantor, the Administrative Agent, each Group Agent and NCR Canada Corp., as a Canadian Originator.

"Change in Control" means the occurrence of any of the following:

(a) (i) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Exchange Act and the rules of the SEC thereunder as in effect on the date hereof), other than an employee benefit plan or related trust of NCR or of NCR and any of its Subsidiaries, of Equity Interests in NCR representing more than 35% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests in NCR; (ii) persons who were (A) directors of NCR on the date hereof, (B) nominated or approved by the board of directors of NCR, (C) nominated or approved by the board of directors of NCR as director candidates prior to their election to the board of directors of NCR or (D) appointed by directors who were directors of NCR on the date hereof or were nominated or approved as provided in clause (B) or clause (C) above, ceasing to occupy a majority of the seats (excluding vacant seats) on the board of directors of NCR; or (iii) the occurrence of any "change in control" (or similar event, however denominated) with respect to NCR under and as defined in any indenture or other agreement or instrument evidencing, governing the rights of the holders of or otherwise relating to any Material Indebtedness of NCR;

(b) NCR ceases to own, directly or indirectly, 100% of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests of each Originator (other than NCR), the Canadian Servicer or the Canadian GP or otherwise ceases to Control any such Originator or the Canadian GP;

(c) NCR ceases to own, directly, 100% of the issued and outstanding Equity Interest of the Seller free and clear of all Adverse Claims; or

(d) the Canadian GP and the Canadian Servicer cease to own, directly, 100% of the issued and outstanding Equity Interests of the Limited Partnership free and clear of all Adverse Claims; or

(e) the Originators cease to own, directly, 100% of the Subordinated Notes free and clear of all Adverse Claims.

"Change in Law" means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority;

provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to the agreements reached by the Basel Committee on Banking Supervision in "Basel III: A Global Regulatory Framework for More Resilient Banks and Banking Systems" (as amended, supplemented or otherwise modified or replaced from time to time), shall in each case, to the extent requiring any change to the compliance policies and practices (including relating to capital, liquidity or leverage requirements) of any Affected Person after the date hereof, be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"Charged-Off Receivable" means a Receivable which, consistent with the Credit and Collection Policy, has been or should be written off the applicable Originator's or the Seller's books as uncollectible.

"Closing Date" means September 30, 2021.

"Code" means the Internal Revenue Code of 1986, as amended, reformed or otherwise modified from time to time.

"Collections" means, with respect to any Pool Receivable: (a) all funds that are received by any Originator, any SPV Entity, any Servicer or any other Person on their behalf in payment of any amounts owed in respect of such Pool Receivable (including purchase price, finance charges, interest and all other charges and, in the case of any Pool Receivables purchased by the Canadian Guarantor from a Canadian Originator, any amounts received on account of Canadian Sales Taxes), or applied to amounts owed in respect of such Pool Receivable (including insurance payments and net proceeds of the sale or other disposition of repossessed goods or other collateral or property of the related Pool Obligor or any other Person directly or indirectly liable for the payment of such Pool Receivable and available to be applied thereon), (b) all Deemed Collections, (c) all proceeds of all Related Security with respect to such Pool Receivable, (d) if applicable, all recoveries of value added Taxes or sales Taxes (including Canadian Sales Taxes) from any relevant Governmental Authority relating to any Pool Receivable that is a Defaulted Receivable and (e) all other proceeds of such Pool Receivable.

~~"Commingled Excluded Receivables" has the meaning set forth in Section 7.01(h).~~

"Commitment" means, with respect to any Committed Purchaser (including a Related Committed Purchaser), the maximum aggregate amount of Capital which such Person is obligated to pay hereunder on account of all Investments, on a combined basis, as set forth on Schedule I or in the Assumption Agreement or other agreement pursuant to which it became a Purchaser, as such amount may be modified in connection with any subsequent assignment pursuant to Section 13.03 or in connection with a reduction in the Facility Limit pursuant to Section 2.02(e). If the context so requires, "Commitment" also refers to a Committed Purchaser's obligation to fund Investments hereunder in accordance with this Agreement.

"Committed Purchasers" means PNC, MUFG and each other Person that is or becomes a party to this Agreement in the capacity of a "Committed Purchaser".

"Concentration Percentage" means (i) for any Group ~~A~~AA Obligor, ~~25.00~~30.00 %, (ii) for any Group ~~B~~A Obligor, ~~12.50~~25.00 %, (iii) for any Group ~~C~~B Obligor, ~~8.33~~12.50 %, (iv) for any Group C Obligor, 10.00%, (v) for the largest Group D Obligor (by Obligor Percentage), ~~6.00~~8.00%, and (~~v~~vi) for any other Group D Obligor, 5.00%.

"Concentration Reserve Percentage" means, at any time of determination, the largest of: (a) the sum of the five largest Obligor Percentages of the Group D Obligors, (b) the sum of the three largest Obligor Percentages of the Group C Obligors, (c) the sum of the two largest Obligor Percentages of the Group B Obligors and (d) the largest Obligor Percentage of the Group A Obligors; provided, that for purposes of calculating the foregoing each Pool Obligor that is classified as a Group A Obligor, Group B Obligor or Group C Obligor, due to the credit ratings of its parent company or other Affiliate (rather than the credit ratings of such Pool Obligor) shall be aggregated with such parent company or Affiliate (as the case may be) and with each other Pool Obligor classified as a Group A Obligor, Group B Obligor or Group C Obligor due to the credit ratings of such parent company or Affiliate (as the case may be).

"Conduit Purchaser" means each commercial paper conduit that is or becomes a party to this Agreement in the capacity of a "Conduit Purchaser."

"Conforming Changes" means, with respect to the use or administration of any then-current Benchmark or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Yield Period," the definition of "Base Rate," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," any similar or analogous definitions (or the addition of similar or analogous concepts), the timing and frequency of determining rates and making payments of interest, the timing of investments, investment requests or prepayment, conversion or continuation notices, the length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be necessary to reflect the adoption and implementation of any such then-current Benchmark or Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with the historical practices of the parties to this Agreement and/or market practice (or, if the Administrative Agent decides that adoption of any portion of such historical and/or market practice is not administratively feasible or if the Administrative Agent determines that no historical and/or market practice for the administration of such then-current Benchmark or Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Transaction Documents).

"Contract" means, with respect to any Receivable, any and all contracts, instruments, agreements, leases, invoices, notes or other writings pursuant to which such Receivable arises or that evidence such Receivable or under which an Obligor becomes or is obligated to make payment in respect of such Receivable.

"Control" means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Covered Entity" shall mean (a) any SPV Entity, any Servicer, each Originator and (b) each Person that, directly or indirectly, is in control of a Person described in clause (a) above. For purposes of this definition, control of a Person shall mean the direct or indirect (x) ownership of, or power to vote, 25% or more of the issued and outstanding equity interests having ordinary voting power for the election of directors of such Person or other Persons performing similar functions for such Person, or (y) power to direct or cause the direction of the management and policies of such Person whether by ownership of equity interests, contract or otherwise.

"CP Rate" means, for any Conduit Purchaser and for any Yield Period (or portion thereof) for any Portion of Capital, the per annum rate equivalent to the weighted average cost (as determined by the applicable Group Agent and which shall include commissions of placement agents and dealers, incremental carrying costs incurred with respect to Notes of such Person maturing on dates other than those on which corresponding funds are received by such Conduit Purchaser, other borrowings by such Conduit Purchaser (other than under any Program Support Agreement) and any other costs associated with the issuance of Notes) of or related to the issuance of Notes that are allocated, in whole or in part, by the applicable Conduit Purchaser to fund or maintain such Portion of Capital (and which may be also allocated in part to the funding of other assets of such Conduit Purchaser); provided, however, that if any component of such rate is a discount rate, in calculating the "CP Rate" for such Portion of Capital for such Yield Period (or portion thereof), the applicable Group Agent shall for such component use the rate resulting from converting such discount rate to an interest bearing equivalent rate per annum; provided, further, that notwithstanding anything in this Agreement or the other Transaction Documents to the contrary, the Seller agrees that any amounts payable to Conduit Purchasers in respect of Yield for any Yield Period (or portion thereof) with respect to any Portion of Capital funded by such Conduit Purchasers at the CP Rate shall include an amount equal to the portion of the face amount of the outstanding Notes issued to fund or maintain such Portion of Capital that corresponds to the portion of the proceeds of such Notes that was used to pay the interest component of maturing Notes issued to fund or maintain such Portion of Capital, to the extent that such Conduit Purchasers had not received payments of interest in respect of such interest component prior to the maturity date of such maturing Notes (for purposes of the foregoing, the "interest component" of Notes equals the excess of the face amount thereof over the net proceeds received by such Conduit Purchaser from the issuance of Notes, except that if such Notes are issued on an interest-bearing basis its "interest component" will equal the amount of interest accruing on such Notes through maturity). Notwithstanding the foregoing, the "CP Rate" for any Conduit Purchaser for any day while a Termination Event has occurred and is continuing shall be an interest rate equal to the greater of (i) 2.00% per annum above the Base Rate for each day during such Yield Period (or portion thereof) and (ii) 2.00% per annum above the "CP Rate" calculated without giving effect to such Termination Event.

"CRA" means the Canada Revenue Agency and its successors.

"Credit and Collection Policy" means, as the context may require, those receivables credit and collection policies and practices of the Originators in effect on the Closing Date and described in Exhibit D, as modified in accordance with this Agreement.

"Credit Risk Losses" means, with respect to any Pool Receivable and its Related Rights, amounts owed but not received under such Pool Receivable or such Related Rights due to the relative creditworthiness (including willingness to pay) of the related Pool Obligor or other applicable obligor thereunder, but excluding, for the avoidance of doubt, any amounts not received due to any incidental credit risk exposure to parties administering or servicing the collections thereon or due to the fact that such amounts are not owed (whether due to discounts, rebates, returned goods, setoffs, defenses or otherwise).

"Daily 1M SOFR" means, for any day, the rate per annum determined by the Administrative Agent (rounded upwards, at the Administrative Agent's discretion, to the nearest 1/100th of 1%) equal to the Term SOFR Reference Rate for such day for a one (1) month period, as published by the Term SOFR Administrator. Such rate of interest will be adjusted automatically as of each Business Day based on changes in Daily 1M SOFR without notice to the Seller.

"Daily Simple SOFR" means, for any day (a "SOFR Rate Day"), the interest rate per annum determined by the Administrative Agent (rounded upwards, at the Administrative Agent's discretion, to the nearest 1/100th of 1%) equal to SOFR for such day (the "SOFR Determination Date") that is two Business Days prior to (i) such SOFR Rate Day if such SOFR Rate Day is a Business Day or (ii) the Business Day immediately preceding such SOFR Rate Day if such SOFR Rate Day is not a Business Day, in each case, as SOFR is published by the SOFR Administrator on its website, currently at http://www.newyorkfed.org, or any successor source identified by the SOFR Administrator from time to time. If SOFR for any SOFR Determination Date has not been published or replaced with a Benchmark Replacement by 5:00 p.m. (Pittsburgh, Pennsylvania time) on the second Business Day immediately following such SOFR Determination Date, then SOFR for such SOFR Determination Date will be SOFR for the first Business Day preceding such SOFR Determination Date for which SOFR was published in accordance with the definition of "SOFR"; provided that SOFR determined pursuant to this sentence shall be used for purposes of calculating Daily Simple SOFR for no more than three consecutive SOFR Rate Days. If and when Daily Simple SOFR as determined above changes, any applicable rate of interest based on Daily Simple SOFR will change automatically without notice to the Seller, effective on the date of any such change.

"Days' Sales Outstanding" means, for any Fiscal Month, an amount computed as of the last day of such Fiscal Month equal to: (a) the average of the Outstanding Balance of all Pool Receivables as of the last day of each of the three most recent Fiscal Months ended on the last day of such Fiscal Month, divided by (b) (i) the aggregate initial Outstanding Balance of all Pool Receivables originated by the Originators during the three most recent Fiscal Months ended on the last day of such Fiscal Month, divided by (ii) 90.

"Debt" means, as to any Person at any time of determination, any and all indebtedness, obligations or liabilities (whether matured or unmatured, liquidated or unliquidated, direct or indirect, absolute or contingent, or joint or several) of such Person for or in respect of: (i)

borrowed money, (ii) amounts raised under any bonds, debentures, notes or similar instruments, (iii) the maximum aggregate amount of all letters of credit and letters of guaranty in respect of which such Person is an account party, (iv) any other transaction (including production payments (excluding royalties), installment purchase agreements, forward sale or purchase agreements, capitalized leases and conditional sales agreements) having the commercial effect of a borrowing of money entered into by such Person to finance its operations or capital requirements (but excluding accounts payable incurred in the ordinary course of such Person's business payable on terms customary in the trade), (v) all net obligations payable by such Person upon an early termination under any Hedging Agreement or (vi) any guarantee or other obligation that has the economic effect of guaranteeing any such Debt.

"Deemed Collections" means all amounts required to be paid in cash by any Originator to any SPV Entity (whether or not actually paid) pursuant to Section 3.3 of the applicable Purchase and Sale Agreement.

"Defaulted Receivable" means a Pool Receivable:

(a) as to which any payment, or part thereof, remains unpaid for more than 270 days from the original invoice date for such payment;

(b) that is a Charged-Off Receivable; or

(c) as to which an Insolvency Proceeding shall have occurred with respect to the Pool Obligor thereof.

"Default Ratio" means the ratio (expressed as a percentage and rounded to the nearest 1/100 of 1%, with 5/1000th of 1% rounded upward) computed as of the last day of each Fiscal Month by dividing: (a) the aggregate Outstanding Balance of all Pool Receivables that became Defaulted Receivables during such month, by (b) the aggregate initial Outstanding Balance of all Pool Receivables originated by the Originators during the month that is nine Fiscal Months before such month.

"Defaulting Purchaser Party" means any Affected Person that (a) has failed to fund any portion of any Investment (whether directly or indirectly) required to be funded by it within two Business Days of the date required to be funded, (b) has notified the Seller or any Purchaser Party in writing, or has made a public statement, to the effect that it does not intend or expect to comply with any of its funding obligations (whether direct or indirect) with respect to any Investment (unless such writing or public statement indicates that such position is based on such Purchaser's good-faith determination that a condition precedent (specifically identified in such writing, including, if applicable, by reference to a specific Default) to funding an Investment cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by a Purchaser Party made in good faith to provide a certification in writing from an authorized officer of such Affected Person that it will comply with its obligations (and is financially able to meet such obligations) to fund (whether directly or indirectly) prospective Investments, provided that such Affected Person shall cease to be a Defaulting Purchaser Party pursuant to this clause (c) upon such requesting Purchaser Party's receipt of such certification in form and substance satisfactory to it and the

Administrative Agent or (d) has (i) become the subject of an Insolvency Proceeding, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity; provided that an Affected Person shall not be a Defaulting Purchaser Party solely by virtue of the ownership or acquisition of any equity interest in that Affected Person or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Affected Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Affected Person (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Affected Person.

"Delinquency Ratio" means the ratio (expressed as a percentage and rounded to the nearest 1/100 of 1%, with 5/1000th of 1% rounded upward) computed as of the last day of each Fiscal Month by dividing: (a) the aggregate Outstanding Balance of all Pool Receivables that were Delinquent Receivables on such day, by (b) the aggregate Outstanding Balance of all Pool Receivables on such day.

"Delinquent Receivable" means a Pool Receivable as to which any payment, or part thereof, remains unpaid for more than 180 days from the original invoice date for such payment.

"Dilution Amount" means, with respect to any Fiscal Month, an amount equal to the aggregate reduction in the Outstanding Balance of all Pool Receivables in such Fiscal Month (without giving effect to the receipt of any Deemed Collections) resulting from: (i) defective, rejected or returned goods or services, (ii) revisions, cancellations, allowances, rebates, credit memos, discounts, warranty payments or other voluntary reductions in the amounts actually owed by the applicable Pool Obligor made by any SPV Entity, any Originator, any Servicer or any of their respective Affiliates (other than as a result of the receipt of Collections), (iii) setoffs, counterclaims or disputes between any Pool Obligor and any SPV Entity, any Originator, any Servicer or their respective Affiliates (whether arising from the transaction giving rise to a Pool Receivable or any unrelated transaction) or (iv) corrections to the reported Outstanding Balance of any Pool Receivable previously included in the Net Receivables Pool Balance in excess of its actual Outstanding Balance as of the date of such inclusion.

"Dilution Horizon Ratio" means, for any Fiscal Month, the ratio (expressed as a percentage and rounded to the nearest 1/100th of 1%, with 5/1000th of 1% rounded upward) computed as of the last day of such Fiscal Month by dividing: (a) the aggregate initial Outstanding Balance of all Pool Receivables originated by the Originators during the most recent Fiscal Month, by (b) the aggregate amount of Non-Delinquent Receivables in the Receivables Pool as of the last day of such Fiscal Month.

"Dilution Ratio" means the ratio (expressed as a percentage and rounded to the nearest 1/100th of 1%, with 5/1000th of 1% rounded upward), computed as of the last day of each Fiscal Month by dividing: (a) the product of (i) 25.00% (or such other percentage reasonably determined by the Administrative Agent, based upon the results of its periodic audits and inspections of any SPV Entity and the Pool Receivables, to provide an estimate of the portion of

Dilution Amounts not attributable to the crediting and rebilling of Pool Receivables) times (ii) the aggregate Dilution Amount with respect to all Pool Receivables for such Fiscal Month, by (b) the aggregate initial Outstanding Balance of all Pool Receivables originated by the Originators during the Fiscal Month prior to such Fiscal Month.

"Dilution Reserve Percentage" means, on any day, the product of (a) the sum of (i) 2.25 times the average of the Dilution Ratios for the twelve most recent Fiscal Months, plus (ii) the Dilution Volatility Component, multiplied by (b) the Dilution Horizon Ratio.

"Dilution Volatility Component" means, for any Fiscal Month, (a) the positive difference, if any, between: (i) the highest Dilution Ratio for any Fiscal Month during the twelve most recent Fiscal Months and (ii) the arithmetic average of the Dilution Ratios for such twelve Fiscal Months, times (b) (i) the highest Dilution Ratio for any Fiscal Month during the twelve most recent Fiscal Months, divided by (ii) the arithmetic average of the Dilution Ratios for such twelve Fiscal Months.

"DSO Reference Pool" means, at any time of determination, the largest pool of Eligible Unbilled Receivables that can be determined by excluding from such pool any Eligible Unbilled Receivables that would be necessary to cause the Days' Sales Outstanding as calculated with respect to such pool to not exceed the Maximum Term. For the avoidance of doubt, in the event that the Days' Sales Outstanding as calculated at any time of determination with respect to all of the Eligible Unbilled Receivables in the Receivables Pool does not exceed the Maximum Term, the DSO Reference Pool shall consist of all of the Eligible Unbilled Receivables in the Receivables Pool.

"Electronic Invoice System" means the electronic system or systems from time to time maintained by any Servicer or for any Servicer by third party vendors used in the ordinary course of any Servicer's business, in either case for purposes of capturing invoice data, creating and/or generating invoices, storing and tracking invoices and otherwise administering invoices with respect to Pool Receivables.

"Eligible Assignee" means (i) any Committed Purchaser or any of its Affiliates, (ii) any bank or financial institution reasonably acceptable to the Administrative Agent and for so long as no Termination Event or Unmatured Termination Event has occurred and is continuing, consented to by the Seller (such consent not to be unreasonably withheld or delayed) or (iii) in the case of a Conduit Purchaser's assignee, a multi-seller asset backed commercial paper conduit sponsored or administered by such Conduit Purchaser's Committed Purchaser or an Affiliate of such Committed Purchaser, which commercial paper conduit's Notes have short-term credit ratings of "A1" (or better) by S&P and "P1" (or better) by Moody's and for so long as no Termination Event or Unmatured Termination Event has occurred and is continuing, which commercial paper conduit has been consented to by the Seller (such consent not to be unreasonably withheld or delayed).

"Eligible Foreign Obligor" means any Foreign Obligor domiciled in ~~Canada~~any country other than a Sanctioned Jurisdiction; provided that no Governmental Authority shall be an Eligible Foreign Obligor.

"Eligible Receivable" means, at any time of determination, a Pool Receivable:

(a) the Pool Obligor of which is: (i) a resident of the United States of America or an Eligible Foreign Obligor; (ii) not a Sanctioned Person; (iii) not subject to any Insolvency Proceeding; (iv) not an Affiliate of any SPV Entity, any Servicer or any Originator; (v) not the Obligor with respect to Defaulted Receivables with an aggregate Outstanding Balance exceeding 50% of the aggregate Outstanding Balance of all such Obligor's Pool Receivables, (vi) not a natural person, and (vii) not an Excluded Obligor;

(b) that (i) if such Receivable is a U.S. Receivable, such Receivable is denominated and payable only in U.S. Dollars in the United States of America or (ii) if such Receivable is a Canadian Receivable, such Receivable is denominated and payable only in Canadian Dollars or U.S. Dollars, in each case, in Canada;

(c) the Obligor with respect to which has been instructed to remit Collections in respect thereof directly to (i) if such Receivable is a U.S. Receivable, a Lock-Box or Lock-Box Account in the United States of America ~~(or if such U.S. Receivable is a Subject Cardtronics Receivable, to the Subject Cardtronics Account)~~ or (ii) if such Receivable is a Canadian Receivable, a Lock-Box or Lock-Box Account in Canada;

(d) that does not have a due date which is more than 180 days after the original invoice date of such Receivable;

(e) that (i) if such Receivable is a U.S. Receivable, arises under a Contract for the sale of goods or services or the license of software to a resident of the United States of America or (ii) if such Receivable is a Canadian Receivable, arises under a Contract for the sale of goods or services or the license of software to an Eligible Foreign Obligor, in each case, in the ordinary course of the applicable Originator's business;

(f) that arises under a duly authorized Contract that is (i) in full force and effect, (ii) governed by the laws of (x) if the related Receivable is a U.S. Receivable, the United States of America or of any State, district or territory thereof, (y) if the related Receivable is a Canadian Receivable, any province or territory of Canada, and (iii) a legal, valid and binding obligation of the related Pool Obligor, enforceable against such Pool Obligor in accordance with its terms;

(g) that if such Receivable (i) is a U.S. Receivable, has been sold or transferred by a U.S. Originator to the Seller pursuant to the U.S. Purchase and Sale Agreement with respect to which all conditions precedent under the U.S. Purchase and Sale Agreement have been met or (ii) is a Canadian Receivable, has been sold or transferred by a Canadian Originator to the Canadian Guarantor pursuant to the Canadian Purchase and Sale Agreement with respect to which all conditions precedent under the Canadian Purchase and Sale Agreement have been met;

(h) that, together with the Contract related thereto, conforms in all material respects with all Applicable Laws then in effect;

(i) that is not subject to any existing dispute, right of rescission, set-off, counterclaim, hold back defense or other defense against payment or Adverse Claim, in each case, only with respect to the portion of the Outstanding Balance of such Pool Receivable that is subject to such dispute, right of rescission, set-off, counterclaim, defense or Adverse Claim; provided that the deferred revenue liability included in the Specifically Reserved Maintenance Revenue Amount shall not constitute a dispute, right of rescission, set-off, counterclaim, hold back defense or other defense for purposes of this definition;

(j) that satisfies all applicable requirements of the Credit and Collection Policy;

(k) that, together with the provisions of the Contract affecting such Receivable, has not been modified, waived or restructured since its creation, except with the written consent of the Administrative Agent and the Majority Group Agents or as otherwise permitted pursuant to Section 8.02 of this Agreement;

(l) that if such Receivable (i) is a U.S. Receivable, in which the Seller owns good and marketable title, free and clear of any Adverse Claims, and that is freely assignable (including without any consent of the related Pool Obligor or any Governmental Authority), giving effect to any applicable provisions of the UCC regarding restrictions or prohibitions on assignment and (ii) is a Canadian Receivable, in which the Canadian Guarantor owns good and marketable equitable title thereof and in the Related Security and Collections with respect thereto, free and clear of any Adverse Claims, and that is freely assignable (including without any consent of the related Obligor or any Governmental Authority unless such consent has been obtained);

(m) for which the Administrative Agent (on behalf of the Secured Parties) shall have a valid and enforceable first priority perfected security interest therein and in the Related Security and Collections with respect thereto, in each case free and clear of any Adverse Claim;

(n) that if such Receivable is (i) a U.S. Receivable, constitutes an “account,” “general intangible” or “chattel paper” and that is not evidenced by an “instrument,” each as defined in the UCC and (ii) a Canadian Receivable, constitutes an “account” (as defined in the PPSA), is not evidenced by an “instrument” or “chattel paper” (each as defined it the PPSA) and does not arise from the sale of “minerals” (as defined in the PPSA);

(o) that is neither a Defaulted Receivable nor a Delinquent Receivable;

(p) that represents amounts earned and payable by the Pool Obligor that are not subject to the performance of additional services or delivery of additional goods by the Originator thereof; provided, however, that if such Receivable is subject to the performance of additional services or delivery of additional goods by the Originator thereof, only the portion of such Receivable attributable to such additional services or goods shall be excluded from Eligible Receivables;

(q) that, if such Receivable is an Unbilled Receivable, is an Eligible Unbilled Receivable; and

(r) the payments on which are not subject to withholding taxes~~;~~.

~~(s) that is not a Subject Cardtronics Canada Receivable; and~~

~~(t) that, if such Receivable is acquired from Cardtronics Canada Holdings Inc., then the Seller and the Administrative Agent have received those items required to be delivered pursuant to Section 6(a) and (b) of the Cardtronics Canada Joinder within the timeframe specified therein.~~

"Eligible Unbilled Receivable" means, at any time, any Unbilled Receivable for which ~~(a)~~ the related Originator has recognized the related revenue on its financial books and records under GAAP~~, and (b) not more than thirty (30) days (or such longer period consented to by the Administrative Agent and the Group Agents) have expired since the origination date of such Unbilled Receivable~~.

"Embargoed Property" means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by any Purchaser Party of any applicable Anti-Terrorism Law if any Purchaser Party were to obtain an encumbrance on, lien on, pledge of or security interest in such property, or provide services in consideration of such property.

"Equity Interest" means shares of capital stock, partnership interests, membership interests, beneficial interests or other ownership interests, whether voting or nonvoting, in, or interests in the income or profits of, a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any of the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any rule or regulation issued thereunder.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with the Seller, is treated as a single employer under Section 414(b) or 414(c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414(m) or 414(o) of the Code.

"Erroneous Payment" has the meaning assigned to it in Section 10.10(a).

"Erroneous Payment Deficiency Assignment" has the meaning assigned to it in Section 10.10(d).

"Erroneous Payment Return Deficiency" has the meaning assigned to it in Section 10.10(d).

"Erroneous Payment Subrogation Rights" has the meaning assigned to it in Section 10.10(d).

"ETA" means Part IX of the Excise Tax Act (Canada).

~~"Euro Rate" means for any day during any Yield Period, the greater of (a) 0.00% and (b) the interest rate per annum determined by the applicable Group Agent (which determination shall be conclusive absent manifest error) by dividing (i) the one-month Eurodollar rate for U.S. dollar deposits as reported by Bloomberg Finance L.P. and shown on US0001M Screen or any other service or page that may replace such page from time to time for the purpose of displaying offered rates of leading banks for London interbank deposits in United States dollars, as of 11:00 a.m. (London time) on the second Business Day preceding the first day of such Yield Period (or if not so reported, then as determined by the Administrative Agent from another recognized source for interbank quotation), by (ii) a number equal to 1.00 minus the Euro-Rate Reserve Percentage on such day. The calculation of the Euro Rate may also be expressed by the following formula:~~

~~Euro Rate = One-month Eurodollar rate for U.S. Dollars shown on Bloomberg US0001M Screen or appropriate successor / 1.00 - Euro-Rate Reserve Percentage.~~

~~"Euro-Rate Reserve Percentage" means, the maximum effective percentage in effect on such day as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including without limitation, supplemental, marginal and emergency reserve requirements) with respect to eurocurrency funding (currently referred to as "Eurocurrency Liabilities").~~

"Excess Concentration Amount" means, the sum, without duplication, of:

(a) the sum of the amounts calculated for each of the Pool Obligors equal to the excess (if any) of (i) the aggregate Outstanding Balance of the Eligible Receivables of such Obligor, over (ii) the product of (x) such Obligor's Concentration Percentage, multiplied by (y) the aggregate Outstanding Balance of all Eligible Receivables then in the Receivables Pool; plus

(b) the excess (if any) of (i) the aggregate Outstanding Balance of all Eligible Receivables as to which any payment, or part thereof, remains unpaid for more than ~~90~~60 days but less than 91 days from the original invoice date for such payment over (ii) the product of (x) ~~30.00~~25.00 %, multiplied by (y) the aggregate initial Outstanding Balance of all ~~Eligible Receivables then in the Receivables Pool~~Pool Receivables originated by the Originators during the second most recent Fiscal Month; plus

(c) the excess (if any) of (i) the aggregate Outstanding Balance of all Eligible Receivables as to which any payment, or part thereof, remains unpaid for more than 90 days but less than 121 days from the original invoice date for such payment over (ii) the product of (x) 15.00%, multiplied by (y) the aggregate initial Outstanding Balance of all Pool Receivables originated by the Originators during the third most recent Fiscal Month; plus

(~~c~~d) the excess (if any) of (i) the aggregate Outstanding Balance of all Eligible Receivables as to which any payment, or part thereof, remains unpaid for more than 120 days but less than 151 days from the original invoice date for such payment over (ii) the product of (x) 10.00%, multiplied by (y) the aggregate initial Outstanding Balance of all ~~Eligible Receivables then in the Receivables Pool~~Pool Receivables originated by the Originators during the fourth most recent Fiscal Month; plus

(~~d~~e) the excess (if any) of (i) the aggregate Outstanding Balance of all Eligible Receivables as to which any payment, or part thereof, remains unpaid for more than 150 days from the original invoice date for such payment over (ii) the product of (x) 10.00%, multiplied by (y) the aggregate initial Outstanding Balance of all ~~Eligible Receivables then in the Receivables Pool~~Pool Receivables originated by the Originators during the fifth most recent Fiscal Month; plus

(~~e~~f) the excess (if any) of (i) the aggregate Outstanding Balance of all Eligible Receivables, the Obligor of which is a Governmental Authority, over (ii) the product of (x) ~~5.00~~10.00%, multiplied by (y) the aggregate Outstanding Balance of all Eligible Receivables then in the Receivables Pool; plus

(~~f~~g) the excess (if any) of (i) the aggregate Outstanding Balance of all Eligible Receivables which have a due date which is more than 90 days after the original invoice date of such Receivable, over (ii) the product of (x) 5.00% multiplied by (y) the aggregate Outstanding Balance of all Eligible Receivables then in the Receivables Pool; plus

(~~g~~h) the excess (if any) of (i) the aggregate Outstanding Balance of all Eligible Receivables that are Unbilled Receivables, over (ii) the product of (x) ~~20%~~30%, (or, upon five (5) Business Days' written notice from any Group Agent to the Servicer, such other percentage (which percentage shall not be less than 20%) designated by such Group Agent), multiplied by (y) the aggregate Outstanding Balance of all Eligible Receivables then in the Receivables Pool; plus

(i) the excess (if any) of (i) the aggregate Outstanding Balance of all Eligible Receivables, the Obligor of which is an Eligible Foreign Obligor, over (ii) the product of (x) 10.00%, multiplied by (y) the aggregate Outstanding Balance of all Eligible Receivables then in the Receivables Pool;

provided, however, that for the avoidance of doubt, the aggregate amount included in the Excess Concentration Amount at any time with respect to any Pool Obligor's Eligible Receivables shall not exceed the aggregate Outstanding Balance of all such Pool Obligor's Eligible Receivables at such time.

"Exchange Act" means the Securities Exchange Act of 1934, as amended or otherwise modified from time to time.

"Excluded Obligor" has the meaning set forth in Section 1.6 of the applicable Purchase and Sale Agreement.

"Excluded Receivable" means any right to payment of a monetary obligation owed to any Originator, whether constituting an account, chattel paper, payment intangible, instrument or general intangible, in each instance, for the sale of goods, services rendered or the license of software and~~:~~

~~(i)~~ for which the account debtor has been designated as an Excluded Obligor under the applicable Purchase and Sale Agreement~~; or~~.

~~(ii) which arises under a service program agreement or other similar managed service or service-only contract between an Originator and a customer pursuant to which (A) such Originator provides installation, maintenance and other support services with respect to one or more ATMs and related software and (B) such customer agrees to make recurring monthly payments.~~

Any such right to payment arising from any one transaction, including, without limitation, any such right to payment represented by an individual invoice or agreement, shall constitute an Excluded Receivable separate from an Excluded Receivable consisting of any such right to payment arising from any other transaction; provided, that, any such right to payment referred to in this sentence shall be an Excluded Receivable regardless of whether the related account debtor or Originator treats the indebtedness related to such right to payment as a separate payment obligation.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to an Affected Person or required to be withheld or deducted from a payment to an Affected Person: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, Canadian capital Taxes and branch profits Taxes, in each case, (i) imposed as a result of such Affected Person being organized under the laws of, or having its principal office or, in the case of any Purchaser, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Purchaser, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Purchaser with respect to an applicable interest in the Investments or Commitment pursuant to a law in effect on the date on which (i) such Purchaser acquires such interest in the Investment or Commitment (other than pursuant to an assignment request by the Seller under Section 4.06) or (ii) such Purchaser changes its lending office, except in each case to the extent that amounts with respect to such Taxes were payable either to such Purchaser's assignor immediately before such Purchaser became a party hereto or to such Purchaser immediately before it changed its lending office, (c) Taxes attributable to such Affected Person's failure to comply with Section 4.03(f), (d) any U.S. federal withholding Taxes imposed under FATCA and (e) withholding Tax imposed under the laws of Canada that is payable as a result of such Affected Person not dealing at arm's length (within the meaning of the Income Tax Act (Canada)) with the Canadian Guarantor or any Canadian Originator (other than where such non-arm's length relationship arises from such Affected Party having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Transaction Document).

"Facility Limit" means, at any time of determination, the aggregate Commitment of all Committed Purchasers, which as of the Closing Date is equal to $300,000,000, as reduced from time to time pursuant to Section 2.02(e). References to the unused portion of the Facility Limit shall mean, at any time of determination, an amount equal to (x) the Facility Limit at such time, minus (y) the Aggregate Capital.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code, any applicable intergovernmental agreement entered into between the United States and any other Governmental Authority in connection with the implementation of the following and any fiscal or regulatory legislation, rules or official practices, adopted pursuant to any such intergovernmental agreement.

"Federal Funds Rate" means, for any day, the per annum rate set forth in the weekly statistical release designated as H.15(519), or any successor publication, published by the Federal Reserve Board (including any such successor, "H.15(519)") for such day opposite the caption "Federal Funds (Effective)." If on any relevant day such rate is not yet published in H. 15(519), the rate for such day will be the rate set forth in the daily statistical release designated as the Composite 3:30 p.m. Quotations for U.S. Government Securities, or any successor publication, published by the Federal Reserve Bank of New York (including any such successor, the "Composite 3:30 p.m. Quotations") for such day under the caption "Federal Funds Effective Rate." If on any relevant day the appropriate rate is not yet published in either H.15(519) or the Composite 3:30 p.m. Quotations, the rate for such day will be the arithmetic mean as determined by the Administrative Agent of the rates for the last transaction in overnight Federal funds arranged before 9:00 a.m. (New York time) on that day by each of three leading brokers of Federal funds transactions in New York City selected by the Administrative Agent.

"Federal Reserve Board" means the Board of Governors of the Federal Reserve System, or any entity succeeding to any of its principal functions.

"Fee Letter" has the meaning set forth in Section 2.03(a).

"Fees" has the meaning set forth in Section 2.03(a).

"Final Payout Date" means the date on or after the Maturity Date when (i) the Aggregate Capital has been reduced to zero and Aggregate Yield has been paid in full, (ii) all non-contingent Seller Obligations then owed by the Seller shall have been paid in full, (iii) all other non-contingent amounts then owing to the Purchaser Parties and any other SPV Entity Indemnified Party or Affected Person hereunder and under the other Transaction Documents have been paid in full and (iv) all accrued Servicing Fees have been paid in full.

"Financial Officer" of any Person means, the chief executive officer, the chief financial officer, the chief accounting officer, the principal accounting officer, the controller, the treasurer, the assistant treasurer, director of finance of such Person or any other employee of such Person exercising management control or responsibilities with respect to such Person's involvement or performance of the transactions contemplated hereby.

"First Post-Closing Date" shall mean November 1, 2021.

"Fiscal Month" means the Servicers' accounting month, as reported to the Administrative Agent from time to time.

"Fitch" means Fitch Ratings, Inc. and any successor thereto that is a nationally recognized statistical rating organization.

"Floor" means an interest rate per annum equal to zero basis points (0.00%).

"Foreign Obligor" means an Obligor which is organized in or whose principal place of business is in, any country other than the United States.

"FX Reserve Percentage" means, at any time of determination, the quotient, expressed as a percentage, of (a) the product of (i) the U.S. Dollar Equivalent of the Outstanding Balance of all Canadian Receivables, multiplied by (ii) the CAD VaR Percentage, divided by (b) the Adjusted Net Receivables Pool Balance.

"GAAP" means generally accepted accounting principles in the United States of America, consistently applied or, in the case of the Canadian Guarantor, the Canadian Servicer or any Canadian Originator, generally accepted accounting principles in Canada, consistently applied; provided, however, that if any Person hereafter changes its accounting standards in accordance with applicable laws and regulations, including those of the SEC, to adopt International Financial Reporting Standards, GAAP with respect to such Person will mean such International Financial Reporting Standards after the effective date of such adoption.

"General Partner" has the meaning set forth in the preamble to this Agreement.

"Governmental Authority" means the government of the United States of America, Canada or any other nation, or of any political subdivision thereof, whether state, provincial, territorial or local, and any agency, authority, instrumentality, regulatory body, court, central bank, crown corporation or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank and any group or body charged with setting financial accounting or regulatory capital rules or standards (including the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any Successor or similar authority to any of the foregoing)).

"Group" means, (i) for any Conduit Purchaser, such Conduit Purchaser, together with such Conduit Purchaser's Related Committed Purchasers and related Group Agent, (ii) for PNC, PNC as a Committed Purchaser and as a Group Agent, (iii) for any other Purchaser that does not have a Related Conduit Purchaser, such Purchaser, together with such Purchaser's related Group Agent and each other Purchaser for which such Group Agent acts as a Group Agent hereunder.

"Group A Obligor" means any Pool Obligor with short-term ratings of at least: (a) "A-1" by S&P, or if such Obligor does not have a short-term rating from S&P, a rating of at least "A+" by S&P on such Obligor's long-term senior unsecured and uncredit-enhanced debt securities, and (b) "P-1" by Moody's, or if such Obligor does not have a short-term rating from Moody's, a rating of at least "Al" by Moody's on such Obligor's long-term senior unsecured and uncredit-enhanced debt securities; provided, however, if such Obligor is rated by only one of such rating agencies, then such Obligor will be a "Group A Obligor" if it satisfies either clause (a) or clause (b) above. Notwithstanding the foregoing, if (x) a Pool Obligor is wholly owned (directly or indirectly) by a parent company that satisfies that credit ratings requirements for a Group A Obligor or (y) such Pool Obligor's Pool Receivables are guaranteed by an Affiliate of such Pool Obligor that satisfies that credit ratings requirements for a Group A Obligor, in either case, such Pool Obligor shall constitute a Group A Obligor and, for purposes of determining the "Concentration Reserve Percentage" and for purposes of clause (a) in the definition of "Excess Concentration Amount," such Pool Obligor shall be aggregated with such parent company or Affiliate (as the case may be) and with each other Pool Obligor classified as a Group A Obligor due to the credit ratings of such parent company or Affiliate (as the case may be).

"Group AA Obligor" means any Pool Obligor with short-term ratings of at least: (a) "A-1+" by S&P, or if such Obligor does not have a short-term rating from S&P, a rating of at least "AA" by S&P on such Obligor's long-term senior unsecured and uncredit-enhanced debt securities, and (b) "P-1" by Moody's, or if such Obligor does not have a short-term rating from Moody's, a rating of at least "Aa2" by Moody's on such Obligor's long-term senior unsecured and uncredit-enhanced debt securities; provided, however, if such Obligor is rated by only one of such rating agencies, then such Obligor will be a "Group AA Obligor" if it satisfies either clause (a) or clause (b) above. Notwithstanding the foregoing, if (x) a Pool Obligor is wholly owned (directly or indirectly) by a parent company that satisfies that credit ratings requirements for a Group AA Obligor or (y) such Pool Obligor's Pool Receivables are guaranteed by an Affiliate of such Pool Obligor that satisfies that credit ratings requirements for a Group AA Obligor, in either case, such Pool Obligor shall constitute a Group AA Obligor and, for purposes of determining the "Concentration Reserve Percentage" and for purposes of clause (a) in the definition of "Excess Concentration Amount," such Pool Obligor shall be aggregated with such parent company or Affiliate (as the case may be) and with each other Pool Obligor classified as a Group AA Obligor due to the credit ratings of such parent company or Affiliate (as the case may be). As of the Closing Date, the only "Group AA Obligor" shall be Walmart Inc. Any Pool Obligor other than Walmart Inc. that would otherwise qualify as a Group AA Obligor shall be considered a Group A Obligor hereunder unless the Borrower has submitted a written request to each Purchaser no later than ten (10) Business Days prior to the next upcoming Monthly Settlement Date for such Group A Obligor be considered a Group AA Obligor on such upcoming Monthly Settlement Date, and the Required Purchasers consent to such request. Such Obligor shall thereafter be a Group AA Obligor for so long as it meets the conditions set forth herein.

"Group Agent" means each Person acting as agent on behalf of a Group and designated as the Group Agent for such Group on the signature pages to this Agreement or any other Person who becomes a party to this Agreement as a Group Agent for any Group pursuant to an Assumption Agreement, an Assignment and Acceptance Agreement or otherwise in accordance with this Agreement.

"Group Agent's Account" means, with respect to any Group, the account(s) from time to time designated in writing by the applicable Group Agent to the Seller and any Servicer for purposes of receiving payments to or for the account of the members of such Group hereunder.

"Group B Obligor" means any Pool Obligor that is not a Group A Obligor, with short-term ratings of at least: (a) "A-2" by S&P, or if such Obligor does not have a short-term rating from S&P, a rating of at least "BBB+" by S&P on such Obligor's long-term senior unsecured and uncredit-enhanced debt securities, and (b) "P-2" by Moody's, or if such Obligor does not have a short-term rating from Moody's, a rating of at least "Baal" by Moody's on such Obligor's long-term senior unsecured and uncredit-enhanced debt securities; provided, however, if such Obligor is rated by only one of such rating agencies, then such Obligor will be a "Group B Obligor" if it satisfies either clause (a) or clause (b) above. Notwithstanding the foregoing, if (x) a Pool Obligor is wholly owned (directly or indirectly) by a parent company that satisfies that credit ratings requirements for a Group B Obligor or (y) such Pool Obligor's Pool Receivables are guaranteed by an Affiliate of such Pool Obligor that satisfies that credit ratings requirements for a Group B Obligor, in either case, such Pool Obligor shall constitute a Group B Obligor and, for purposes of determining the "Concentration Reserve Percentage" and for purposes of clause (a) in the definition of "Excess Concentration Amount," such Pool Obligor shall be aggregated with such parent company or Affiliate (as the case may be) and with each other Pool Obligor classified as a Group B Obligor due to the credit ratings of such parent company or Affiliate (as the case may be).

"Group C Obligor" means any Pool Obligor that is not a Group A Obligor or a Group B Obligor, with short-term ratings of at least: (a) "A-3" by S&P, or if such Obligor does not have a short-term rating from S&P, a rating of at least "BBB-" by S&P on such Obligor's long-term senior unsecured and uncredit-enhanced debt securities, and (b) "P-3" by Moody's, or if such Obligor does not have a short-term rating from Moody's, at least "Baa3" by Moody's on such Obligor's long-term senior unsecured and uncredit-enhanced debt securities; provided, however, if such Obligor is rated by only one of such rating agencies, then such Obligor will be a "Group C Obligor" if it satisfies either clause (a) or clause (b) above. Notwithstanding the foregoing, if (x) a Pool Obligor is wholly owned (directly or indirectly) by a parent company that satisfies that credit ratings requirements for a Group C Obligor or (y) such Pool Obligor's Pool Receivables are guaranteed by an Affiliate of such Pool Obligor that satisfies that credit ratings requirements for a Group C Obligor, in either case, such Pool Obligor shall constitute a Group C Obligor and, for purposes of determining the "Concentration Reserve Percentage" and for purposes of clause (a) in the definition of "Excess Concentration Amount," such Pool Obligor shall be aggregated with such parent company or Affiliate (as the case may be) and with each other Pool Obligor classified as a Group C Obligor due to the credit ratings of such parent company or Affiliate (as the case may be).

"Group Commitment" means, with respect to any Group, at any time of determination, the aggregate Commitments of all Committed Purchasers within such Group.

"Group D Obligor" means any Pool Obligor that is not a Group A Obligor, Group B Obligor or Group C Obligor.

"GST" means all amounts payable under Part IX of the ETA, including HST.

"Guaranteed Obligations" has the meaning set forth in Section 14.01.

"Hedging Agreement" means any agreement with respect to any swap, forward, future or derivative transaction, or any option or similar agreement, involving, or settled by reference to, one or more rates, currencies, commodities, prices of equity or debt securities or instruments, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value, or any similar transaction or combination of the foregoing transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of a Person shall be a Hedging Agreement.

"HST" means all amounts from time to time payable as harmonized sales tax, including in the Provinces of Nova Scotia, Newfoundland and Labrador, New Brunswick, Prince Edward Island and Ontario, under Part IX of the ETA.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Seller under any Transaction Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Independent Manager" means (1) with respect to the Seller, a natural person appointed as an " Independent Manager" of the Seller in accordance with and as defined in the Seller's Limited Liability Company Agreement and (2) with respect to the Canadian Guarantor, a natural person appointed as an "Independent Director" of the Canadian GP in accordance with and as defined in the articles of the Canadian GP, in each case, who (A) for the five-year period prior to his or her appointment as an "Independent Manager" of the Seller or an "Independent Director" of the Canadian GP has not been, and during the continuation of his or her service as an "Independent Manager" of the Seller or an "Independent Director" of the Canadian GP is not: (i) an employee, director, stockholder, member, manager, partner or officer of the Seller, its sole member, the Canadian Servicer or any of their respective Affiliates (other than his or her service as an "Independent Manager" of the Seller or an "Independent Director" of the Canadian GP); (ii) a customer or supplier of the Seller, its sole member, the Canadian Servicer or any of their respective Affiliates (other than his or her service as an "Independent Manager" of the Seller or an "Independent Director" of the Canadian GP); or (iii) any member of the immediate family of a person described in (i) or (ii), and (B) (i) has prior experience as an independent director, manager or partner for an entity involved in a structured financing transaction whose charter documents require the consent of all independent directors, managers or partners thereof before such entity could consent to the institution of bankruptcy or insolvency proceedings against it or could file a petition seeking relief under any applicable federal, state or provincial law relating to bankruptcy; and (ii) is providing its services as an "Independent Manager" of the Seller or an "Independent Director" of the Canadian GP through a recognized third party provider of professional independent director, manager or partner services in the ordinary course of its business.

"Information" has the meaning set forth in Section 13.06.

"Information Package" means a report, in substantially the form of Exhibit E.

"Initial Schedule of Sold Receivables" means the list identifying all Sold Receivables as of the Closing Date, which list has been provided to the Administrative Agent on or prior to the date hereof.

"Insolvency Proceeding" means (a) any application, petition, case, action or proceeding before any court or other Governmental Authority relating to bankruptcy, reorganization, restructuring, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, (b) any steps are taken to appoint an administrator, monitor, receiver, interim receiver, receiver/manager, trustee, custodian or other similar official in respect of a Person or any substantial part of its property, (c) any general assignment for the benefit of creditors of a Person, composition, marshaling of assets for creditors of a Person, or other, similar arrangement in respect of its creditors generally or any substantial portion of its creditors, in each of cases (a), (b) and (c) undertaken under U.S. Federal, state or foreign law, including the Bankruptcy Code and any applicable corporations legislation to the extent the relief sought under such corporations legislation relates to or involves the compromise, settlement, adjustment or arrangement of debt.

"Inspection" has the meaning set forth in Section 7.01(g).

"Intended Tax Treatment" has the meaning set forth in Section 13.14.

~~"Intercreditor Agreement" means the Amended and Restated Intercreditor Agreement, dated as of the Closing Date, by and among JPMorgan Chase Bank, N.A., as administrative agent and collateral agent under the NCR Credit Agreement and the "Guarantee and Collateral Agreement" as defined therein, PNC, as Administrative Agent, NCR, the Seller, and the Canadian Guarantor, as the same may be amended, restated, supplemented or otherwise modified from time to time.~~

"Investment" means any payment of Capital to the Seller by a Purchaser pursuant to Section 2.01(a) or 2.02.

"Investment Company Act" means the Investment Company Act of 1940, as amended or otherwise modified from time to time.

"Investment Request" means a letter in substantially the form of Exhibit A hereto executed and delivered by the Seller to the Administrative Agent and the Group Agents pursuant to Section 2.02(a).

"IRS" means the United States Internal Revenue Service.

"LCR Restricted Interest" means any commercial paper or security (other than equity securities issued to NCR or any Originator that is a consolidated subsidiary of NCR under generally accepted accounting principles) within the meaning of Paragraph __.32(e)(viii) of the final rules titled Liquidity Coverage Ratio: Liquidity Risk Measurement Standards, 79 Fed. Reg. 197, 61440 et seq. (October 10, 2014), other than any interest that would not be a LCR Restricted Interest but for the act or omission of any Affected Person or any participant or assignee thereof.

"Level 1 Ratings Trigger" shall be deemed to be in effect at any time when both (a) either (i) NCR has a long-term "corporate family rating" of less than "B2" by Moody's or does not have a long-term "corporate family rating" from Moody's; or (ii) NCR has a long-term "corporate credit rating" of less than "B" by S&P or does not have a long-term "corporate credit rating" from S&P; and (b) any Group Agent (in its sole discretion) has delivered written notice to the Seller, the Servicer and the Administrative Agent declaring a Level 1 Ratings Trigger to be in effect. Any Level 1 Ratings Trigger shall cease to be in effect upon the earlier to occur of (A) the delivery of a written notice by such Group Agent to the Seller, the Servicer and the Administrative Agent rescinding its declaration of such Level 1 Ratings Trigger and (B) NCR has a long-term "corporate family rating" of at least "B2" from Moody's and a long-term "corporate credit rating" of at least "B" from S&P.

~~"LIBOR Rate" means (i) for any Purchaser (including, as of the date hereof, PNC) with which the Seller has agreed in writing that its LIBOR Rate shall be LMIR, LMIR, or (ii) for any other Purchaser (including, as of the date hereof, MUFG), the Euro Rate.~~

"Liquidity Agreement" means any agreement entered into in connection with this Agreement pursuant to which a Liquidity Provider agrees to make purchases or advances to, or purchase assets from, any Conduit Purchaser in order to provide liquidity for such Conduit Purchaser's Capital and Notes.

"Liquidity Provider" means each bank or other financial institution that provides liquidity support to any Conduit Purchaser pursuant to the terms of a Liquidity Agreement.

~~"LMIR" means for any day during any Yield Period, the greater of (a) 0.00% and (b) the interest rate per annum determined by the applicable Group Agent (which determination shall be conclusive absent manifest error) by dividing (i) the one-month Eurodollar rate for U.S. dollar deposits as reported by Bloomberg Finance L.P. and shown on US0001M Screen or any other service or page that may replace such page from time to time for the purpose of displaying offered rates of leading banks for London interbank deposits in United States dollars, as of 11:00 a.m. (London time) on such day, or if such day is not a Business Day, then the immediately preceding Business Day (or if not so reported, then as determined by the Administrative Agent from another recognized source for interbank quotation), in each case, changing when and as such rate changes, by (ii) a number equal to 1.00 minus the Euro-Rate Reserve Percentage on such day. The calculation of LMIR may also be expressed by the following formula:~~

$$\text{LMIR} = \frac{\text{One-month Eurodollar rate for U.S. Dollars shown on Bloomberg US0001M Screen or appropriate successor}}{\text{1.00 - Euro-Rate Reserve Percentage.}}$$

~~LMIR shall be adjusted on the effective date of any change in the Euro-Rate Reserve Percentage as of such effective date.~~

"Lock-Box" means each locked postal box with respect to which a Lock-Box Bank who has, except as contemplated by Section 13.20, executed a Lock-Box Agreement pursuant to which it has been granted exclusive access for the purpose of retrieving and processing payments made on the Pool Receivables and which is linked to a Lock-Box Account listed on Schedule II (as such schedule may be modified from time to time in connection with the addition or removal of any Lock-Box in accordance with the terms hereof).

"Lock-Box Account" means each account listed on Schedule II to this Agreement (as such schedule may be modified from time to time in connection with the closing or opening of any Lock-Box Account in accordance with the terms hereof) (in each case, in the name of the Seller or Canadian Guarantor, as applicable) and maintained at a bank or other financial institution that is, except as contemplated by Section 13.20, acting as a Lock-Box Bank pursuant to a Lock-Box Agreement for the purpose of receiving Collections.

"Lock-Box Agreement" means each agreement, in form and substance satisfactory to the Administrative Agent, among the Seller or Canadian Guarantor, a Servicer (if applicable), the Administrative Agent and a Lock-Box Bank, governing the terms of the related Lock-Box Accounts, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Lock-Box Bank" means any of the banks or other financial institutions holding one or more Lock-Box Accounts.

"Loss Horizon A Ratio" means, at any time of determination, the ratio (expressed as a percentage and rounded to the nearest 1/100 of 1%, with 5/1000th of 1% rounded upward) computed by dividing: (a) the sum of (x) the aggregate initial Outstanding Balance of all Pool Receivables originated by the Originators during the ~~five~~three most recent Fiscal Months, plus (y) 55% of the aggregate initial Outstanding Balance of all Pool Receivables originated by the Originators during the fourth most recent Fiscal Month, by (b) the aggregate amount of Non-Delinquent Receivables in the Receivables Pool as of such date.

"Loss Horizon B Ratio" means, at any time of determination, the ratio (expressed as a percentage and rounded to the nearest 1/100 of 1%, with 5/1000th of 1% rounded upward) computed by dividing: (a) the sum of (x) the aggregate initial Outstanding Balance of all Pool Receivables originated by the Originators during the ~~five~~three most recent Fiscal Months plus (y) ~~35~~90% times the aggregate initial Outstanding Balance of all Pool Receivables originated by the Originators during the ~~sixth~~fourth most recent Fiscal Month, by (b) the aggregate amount of Non-Delinquent Receivables in the Receivables Pool as of such date.

"Loss Reserve Percentage" means, at any time of determination, the sum of (a) 70.00% times the product of (i) 2.25, times (ii) the highest average of the Default Ratios for any three consecutive Fiscal Months during the twelve most recent Fiscal Months, times (iii) the Loss Horizon A Ratio, plus (b) 30.00% times the product of (i) 2.25, times (ii) the highest average of the Default Ratios for any three consecutive Fiscal Months during the twelve most recent Fiscal Months, times (iii) the Loss Horizon B Ratio.

"Majority Group Agents" means one or more Group Agents which in its Group, or their combined Groups, as the case may be, have Committed Purchasers representing more than 50% of the aggregate Commitments of all Committed Purchasers in all Groups (or, if the Commitments have been terminated, have Purchasers representing more than 50% of the Aggregate Capital); provided, however, that so long as there are two or more Groups party hereto, no less than two Group Agents shall constitute the Majority Group Agents.

"Majority-Owned Subsidiary of a Listed Entity" means an entity whose common stock or analogous equity interests are at least 51% owned by a company (i) listed on the New York Stock Exchange or the American Stock Exchange or (ii) whose common stock or analogous equity interests have been designated as a NASDAQ National Market Security listed on the NASDAQ Stock Market.

"Material Adverse Effect" means, with respect to any event or circumstance and with respect to any Person (or if no Person is specified, with respect to any SPV Entity, the Originators and the Servicers), a material adverse effect on:

(a) the assets, operations, business or financial condition of such Person;

(b) the ability of any such Person to perform its obligations under this Agreement or any other Transaction Document to which it is a party;

(c) the validity or enforceability of this Agreement or any other Transaction Document, or the validity, enforceability, value or collectibility of any material portion of the Pool Receivables; or

(d) the status, perfection, enforceability or priority of the interest of the Administrative Agent (for the benefit of the Secured Parties) in the Pool Receivables.

"Material Indebtedness" means Debt (other than Debt under the Transaction Documents), or obligations in respect of one or more Hedging Agreements, of any one or more of any SPV Entity, a Servicer or an Originator in an aggregate principal amount of (i) $~~50,000,000 or~~150,000,000 or more, in the case of Debt or Hedging Agreements of or guaranteed by a Servicer or an Originator and (ii) $15,325 or more, in the case of Debt or Hedging Agreements of any SPV Entity. For purposes of determining Material Indebtedness, the "principal amount" of the obligations of any SPV Entity, a Servicer or an Originator in respect of any Hedging Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that such Person would be required to pay if such Hedging Agreement were terminated at such time.

"Maturity Date" means the earliest to occur of (a) the Scheduled Maturity Date, (b) the date on which the "Maturity Date" is declared or deemed to have occurred under Section 9.01, (c) a Purchase and Sale Termination Date (as defined in the applicable Purchase and Sale Agreement) under any Purchase and Sale Agreement with respect to all remaining Originators, and (d) the date selected by the Seller on which all Commitments have been reduced to zero pursuant to Section 2.02(e).

"Maximum Term" means, at any time of determination, the Days' Sales Outstanding at such time plus thirty (30) days.

"Minimum Dilution Reserve Percentage" means, on any day, the product of (a) the average of the Dilution Ratios for the twelve most recent Fiscal Months, multiplied by (b) the Dilution Horizon Ratio.

"Minimum Funding Threshold" means, on any day, an amount equal to the lesser of (a) the product of (i) 80.0% times (ii) the Facility Limit at such time and (b) the Capital Coverage Amount at such time.

"Monthly Settlement Date" means ~~(i) during the Temporary Period, the 24th day of such calendar month (or if such day is not a Business Day, the next occurring Business Day), or (ii) otherwise,~~ the 20th day of each calendar month (or if such day is not a Business Day, the next occurring Business Day).

"Moody's" means Moody's Investors Service, Inc. and any successor thereto that is a nationally recognized statistical rating organization.

"MUFG" means MUFG Bank, Ltd.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which the Seller or any of its ERISA Affiliates is making or accruing an obligation to make contributions, or has within any of the preceding five plan years made or accrued an obligation to make contributions.

"NCR" has the meaning set forth in the preamble to this Agreement.

"NCR Credit Agreement" means the Credit Agreement, dated as of ~~August 22, 2011, as amended and restated as of July 25, 2013, as further amended and restated as of March 31, 2016, as further amended and restated as of August 28, 2019, (as further amended by (I) that certain First Amendment, dated as of October 7, 2019, (II) that certain Second Amendment, dated as of April 7, 2020, (III) that certain Third Amendment, dated as of January 22, 2021, (IV) that certain Fourth Amendment, dated as of February 4, 2021, (V) that certain Incremental Revolving Facility Agreement, dated as of February 16, 2021, (VI) that certain Incremental Term Loan A Facility Agreement, dated as of February 16, 2021, and (VII) that certain Comet Conversion Incremental Revolving Facility Agreement (as therein defined)), and as further amended and restated as of June 24, 2021 (and as may be further amended, supplemented, restated, amended and restated or otherwise modified and in effect from time to time) among NCR, the foreign borrowers party thereto, the lenders~~October 16, 2023, by and among NCR, each foreign borrower from time to time party thereto, ~~JPMorgan Chase~~the lenders and issuing banks from time to time party thereto and Bank of America, N.A., as administrative agent, ~~and the various financial institutions party thereto as joint lead arrangers, joint bookrunners, co-syndication agents, co-documentation agents,~~ as amended, supplemented or otherwise modified from time to time.

"Net Receivables Pool Balance" means, at any time of determination: (a) the aggregate Outstanding Balance of all Eligible Receivables then in the Receivables Pool, minus (b) the Excess Concentration Amount, minus (c) the Unbilled Receivables Adjustment.

"New Lock-Box Accounts" means account number 1128529 and account number 4029773, each maintained at the Royal Bank of Canada (and related lock-box or post office box).

"Non-Consenting Affected Person" has the meaning set forth in Section 4.06(b).

"Non-Delinquent Receivable" means a Pool Receivable as to which any payment, or part thereof, remains unpaid for less than 181 days from the original invoice date for such payment.

"Notes" means short-term promissory notes issued, or to be issued, by any Conduit Purchaser to fund its investments in accounts receivable or other financial assets.

"Obligor" means, with respect to any Receivable, the Person obligated to make payments under such Receivable pursuant to the Contract relating to such Receivable.

"Obligor Percentage" means, at any time of determination, for each Pool Obligor, a fraction, expressed as a percentage, (a) the numerator of which is the aggregate Outstanding Balance of the Eligible Receivables of such Obligor less the amount (if any) then included in the calculation of clause (a) of the Excess Concentration Amount with respect to such Obligor and (b) the denominator of which is the aggregate Outstanding Balance of all Eligible Receivables at such time.

"OFAC" means the Office of Foreign Assets Control of the United States Department of Treasury.

"Originator" and "Originators" means the U.S. Originators and the Canadian Originators.

"Other Connection Taxes" means, with respect to any Affected Person, Taxes imposed as a result of a present or former connection between such Affected Person and the jurisdiction imposing such Tax (other than connections arising from such Affected Person having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Transaction Document, or sold or assigned an interest in any Capital or Transaction Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Transaction Document except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 4.06).

"Outstanding Balance" means, at any time of determination, with respect to any Receivable, the then outstanding principal amount of such Receivable and, if applicable, any Canadian Sales Taxes payable thereunder; provided, that the Outstanding Balance of a Charged-Off Receivable shall be zero.

"Overnight Bank Funding Rate" means for any day, the rate comprised of both overnight federal funds and overnight eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the Federal Reserve Bank of New York ("NYFRB"), as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the NYFRB (or by such other recognized electronic source (such as Bloomberg) selected by the Administrative Agent for the purpose of displaying such rate); provided, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; provided, further, that if such rate shall at any time, for any reason, no longer exist, a comparable replacement rate determined by the Administrative Agent with the Seller's consent (such consent not to be unreasonably withheld; provided that the Seller's consent shall not be required if the replacement rate is the Federal Funds Rate) (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined as above would be less than zero, then such rate shall be deemed to be zero. The rate of interest charged shall be adjusted as of each Business Day based on changes in the Overnight Bank Funding Rate without notice to the Seller.

"Participant" has the meaning set forth in Section 13.03(e).

"Participant Register" has the meaning set forth in Section 13.03(f).

"PATRIOT Act" has the meaning set forth in Section 13.15.

"PBGC" means the Pension Benefit Guaranty Corporation, or any successor thereto.

"Pension Plan" means a pension plan as defined in Section 3(2) of ERISA (other than a Multiemployer Plan) that is subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA and with respect to which the Seller or any of its ERISA Affiliates may have any liability, contingent or otherwise.

"Performance Guarantor" means NCR.

"Performance Guaranty" means the performance guaranty, dated as of the Closing Date, executed and delivered by Performance Guarantor in favor of the Administrative Agent for the benefit of the Secured Parties, as may be amended, restated, supplemented or otherwise modified from time to time.

"Permitted Revolver Pledge" means the grant of a security interest in the Subordinated Notes to ~~JPMorgan Chase~~ Bank of America, N.A., as collateral agent, pursuant to the NCR Credit Agreement and the "Collateral Agreement" and "Security Documents" as defined therein.

"Person" means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture, limited liability company, unlimited liability company or other entity, or a government or any political subdivision or agency thereof.

"Pledged Collateral" has the meaning set forth in Section 14.09(a).

"PNC" has the meaning set forth in the preamble to this Agreement.

"Pool Obligor" means an Obligor under a Pool Receivable.

"Pool Receivable" means a Receivable in the Receivables Pool. For the avoidance of doubt, the Pool Receivables shall include both Sold Receivables and Unsold Receivables.

"Portion of Capital" means, with respect to any Purchaser and its related Capital, the portion of such Capital being funded or maintained by such Purchaser by reference to a particular interest rate basis.

"PPSA" means in respect of each province and territory in Canada (other than the Province of Quebec), the Personal Property Security Act as from time to time in effect in such province or territory and, in respect of the Province of Quebec, the Civil Code of Quebec as from time to time in effect in such province.

"Prime Rate" means the interest rate per annum announced from time to time by the Administrative Agent at its main offices in Pittsburgh, Pennsylvania as its then prime rate, which rate may not be the lowest or most favorable rate then being charged to commercial borrowers or others by the Administrative Agent and may not be tied to any external rate of interest or index. Any change in the Prime Rate shall take effect at the opening of business on the day such change is announced.

"Pro Rata Percentage" means, at any time of determination, with respect to any Committed Purchaser, a fraction (expressed as a percentage), (a) the numerator of which is (i) prior to the termination of all Commitments hereunder, its Commitment at such time or (ii) if all Commitments hereunder have been terminated, the aggregate outstanding Capital of all Investments being funded by the Purchasers in such Committed Purchaser's Group at such time and (b) the denominator of which is (i) prior to the termination of all Commitments hereunder, the aggregate Commitments of all Committed Purchasers at such time or (ii) if all Commitments hereunder have been terminated, the Aggregate Capital at such time.

"Program Support Agreement" means and includes any Liquidity Agreement and any other agreement entered into by any Program Support Provider providing for: (a) the issuance of one or more letters of credit for the account of any Conduit Purchaser, (b) the issuance of one or more surety bonds for which any Conduit Purchaser is obligated to reimburse the applicable Program Support Provider for any drawings thereunder, (c) the sale by any Conduit Purchaser to any Program Support Provider of any Capital (or portions thereof or participation interest therein) maintained by such Conduit Purchaser and/or (d) the making of loans and/or other extensions of credit to any Conduit Purchaser in connection with such Conduit Purchaser's receivables-securitization program contemplated in this Agreement, together with any letter of credit, surety bond or other instrument issued thereunder.

"Program Support Provider" means, with respect to a Conduit Purchaser, any bank, insurance company or other funding institution providing liquidity, credit enhancement or back-up purchase support or facilities to such Conduit Purchaser.

"PST" means all taxes payable under any provincial sales or use tax or retail sales tax statute of any jurisdiction of Canada, other than the Province of Quebec, but in any event, excluding any GST.

"Purchase and Sale Agreement" means each of the U.S. Purchase and Sale Agreement and the Canadian Purchase and Sale Agreement.

"Purchase and Sale Termination Event" has the meaning set forth in the applicable Purchase and Sale Agreement.

"Purchaser Party" means each Purchaser, the Administrative Agent and each Group Agent.

"Purchasers" means the Conduit Purchasers and the Committed Purchasers.

"QST" means Quebec sales tax imposed under Title I of the Act respecting the Quebec sales tax (Quebec).

"Quebec Assignment Agreement" has the meaning given to it in the Canadian Purchase and Sale Agreement.

"Rating Agency" means each of S&P, Fitch and Moody's, to the extent then rating the Notes of any Conduit Purchaser (and/or each other rating agency then rating the Notes of any Conduit Purchaser).

"Receivable" means any right to payment of a monetary obligation owed to any Originator or any SPV Entity (as assignee of an Originator), whether constituting an account, chattel paper, payment intangible, instrument or general intangible, in each instance for the sale of goods, services rendered or the license of software, and includes, without limitation, the obligation to pay any finance charges, fees and other charges and any value added Taxes or sales Taxes (including all Canadian Sales Taxes) with respect thereto~~. For the avoidance of doubt~~; provided, that, "Receivable" does not include any Excluded Receivable~~, and no right to payment described in clause (ii) of the definition of "Excluded Receivable" has at any time been a "Receivable" for any purpose under this Agreement or any Purchase and Sale Agreement~~. Any such right to payment arising from any one transaction, including, without limitation, any such right to payment represented by an individual invoice or agreement, shall constitute a Receivable separate from a Receivable consisting of any such right to payment arising from any other transaction.

"Receivables Pool" means, at any time of determination, all of the then outstanding Receivables (including both Sold Receivables and Unsold Receivables) transferred (or purported to be transferred) to the Seller or Canadian Guarantor pursuant to the applicable Purchase and Sale Agreement prior to the Maturity Date.

"Register" has the meaning set forth in Section 13.03(c).

"Related Committed Purchaser" means with respect to any Conduit Purchaser, each Committed Purchaser listed as such for each Conduit Purchaser as set forth on the signature pages of this Agreement or in any Assumption Agreement.

"Related Conduit Purchaser" means, with respect to any Committed Purchaser, each Conduit Purchaser which is, or pursuant to any Assignment and Acceptance Agreement or Assumption Agreement or otherwise pursuant to this Agreement becomes, included as a Conduit Purchaser in such Committed Purchaser's Group, as designated on its signature page hereto or in such Assignment and Acceptance Agreement, Assumption Agreement or other agreement executed by such Committed Purchaser, as the case may be.

"Related Indemnified Party" means, with respect to any Person, such Person's Related Parties and any other Person through which such first Person may claim reimbursement, compensation, contribution or indemnity hereunder by virtue of its relationship with such other Person.

"Related Party" means, with respect to any Person, such Person's Affiliates and the officers, directors, managers, agents and employees of such Person and its Affiliates.

"Related Rights" has the meaning set forth in Section 1.1 of the applicable Purchase and Sale Agreement.

"Related Security" means, with respect to any Pool Receivable:

(a) all of each SPV Entity's and each Originator's interest in any goods (including returned goods), and documentation of title evidencing the shipment or storage of any goods (including returned goods), the sale or license of which gave rise to such Receivable;

(b) all instruments and chattel paper that may evidence such Receivable;

(c) all other security interests or liens and property subject thereto from time to time purporting to secure payment of such Receivable, whether pursuant to the Contract related to such Receivable or otherwise, together with all UCC financing statements, PPSA financing statements or similar filings relating thereto;

(d) solely to the extent applicable to such Receivable, all of each SPV Entity's and each Originator's rights, interests and claims under the related Contracts and all guaranties, indemnities, insurance and other agreements or arrangements constituting supporting obligations supporting payment and/or performance of any of the foregoing;

(e) all books and records of each SPV Entity and each Originator with respect to the foregoing;

(f) all of the applicable SPV Entity's rights, interests and claims under the applicable Purchase and Sale Agreement with respect to such Receivable; and

(g) all proceeds of the foregoing.

"Release" has the meaning set forth in Section 3.01(a).

"Relevant Governmental Body" means the Board of Governors of the Federal Reserve System and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System and/or the Federal Reserve Bank of New York, or any successor thereto.

"Reportable Compliance Event" means that: (a) any Covered Entity becomes a Sanctioned Person, or is charged by indictment, criminal complaint or similar charging instrument, arraigned, custodially detained, penalized or subject of an assessment for a penalty, or enters into a settlement with a Governmental Authority in connection with any sanctions or other Anti-Terrorism Law or Anti-Corruption Law, or any predicate crime to any Anti-Terrorism Law or Anti-Corruption Law; (b) any Covered Entity engages in a transaction that has caused the Purchasers, Administrative Agent or Group Agent to be in violation of any Anti-Terrorism Laws, including a Covered Entity's use of any proceeds of the Investments to fund any operations in, finance any investments or activities in, or make any payments to, directly or indirectly, a Sanctioned Person or Sanctioned Jurisdiction; or (c) any Collateral becomes Embargoed Property.

"Reportable Event" means any reportable event as defined in Section 4043(c) of ERISA or the regulations issued thereunder with respect to a Pension Plan (other than an event for which the 30-day notice period is waived).

"Required Capital Amount" means, at any time of determination, an amount equal to the Total Reserves at such time.

"Restricted Payments" has the meaning set forth in Section 7.01(s).

"S&P" means S&P Global Ratings and any successor thereto that is a nationally recognized statistical rating organization.

"Sale Date" means each of the following: (a) the Closing Date, (b) the date of each Investment, (c) the last day of each calendar month unless the Seller has (in its discretion) notified the Administrative Agent and each Purchaser in writing that such day shall not be a Sale Date, and (d) each other day (if any) designated as a "Sale Date" by the Seller in its discretion by prior written notice thereof to the Administrative Agent and each Purchaser; provided, however, that no Sale Date shall occur on or after the Maturity Date.

"Sanctioned Jurisdiction" means any country, territory, or region that is the subject of comprehensive sanctions administered by OFAC or any other Governmental Authority of a jurisdiction whose laws apply to this Agreement or to any party hereto.

"Sanctioned Person" means (a) a Person that is the subject of sanctions administered by OFAC or the U.S. Department of State ("State"), including by virtue of being (i) named on OFAC's list of "Specially Designated Nationals and Blocked Persons"; (ii) organized under the laws of, ordinarily resident in, or physically located in a Sanctioned Jurisdiction; (iii) owned or controlled 50% or more in the aggregate, by one or more Persons that are the subject of sanctions administered by OFAC; (b) a Person that is the subject of sanctions maintained by the European

Union ("E.U."), including by virtue of being named on the E.U.'s "Consolidated list of persons, groups and entities subject to E.U. financial sanctions" or other, similar lists; (c) a Person that is the subject of sanctions maintained by the United Kingdom ("U.K."), including by virtue of being named on the "Consolidated List Of Financial Sanctions Targets in the U.K." or other, similar lists; or (d) a Person that is the subject of sanctions imposed by any Governmental Authority of a jurisdiction in which any Covered Entity is organized or does business.

"Scheduled Maturity Date" means October ~~27~~16, ~~2023~~2025 .

"SEC" means the U.S. Securities and Exchange Commission.

"Secured Parties" means each Purchaser Party, each SPV Entity Indemnified Party and each Affected Person.

"Securities Act" means the Securities Act of 1933, as amended or otherwise modified from time to time.

"Seller" has the meaning set forth in the preamble to this Agreement.

"Seller Obligations" means all Prior Agreement Outstanding Amounts and all present and future indebtedness, reimbursement obligations and other liabilities and obligations (howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or due or to become due) of the Seller to any Purchaser Party, SPV Entity Indemnified Party and/or any Affected Person, arising under this Agreement or any other Transaction Document or the transactions contemplated hereby or thereby, and shall include, without limitation, all obligations of the Seller in respect of the SPV Entity Guaranty and the payment of all Capital and Yield on the Investments, all Fees and all other amounts due or to become due under the Transaction Documents (whether in respect of fees, costs, expenses, indemnifications or otherwise), including, without limitation, interest, fees and other obligations that accrue after the commencement of any Insolvency Proceeding with respect to the Seller (in each case whether or not allowed as a claim in such proceeding).

"Seller Obligations Final Due Date" means the earlier to occur of (a) the date occurring 365 days following the Scheduled Maturity Date and (b) the date on which the "Maturity Date" is declared or deemed to have occurred under Section 9.01.

"Seller's Limited Liability Company Agreement" means the Amended and Restated Limited Liability Company Agreement of the Seller, dated as of November 21, 2014, between NCR, as sole initial member, and Michelle Dreyer, as independent manager and special member.

"Seller's Net Worth" means, at any time of determination, an amount equal to (i) the sum of (A) the Outstanding Balance of all Pool Receivables at such time, plus (B) cash Collections held by the Seller, minus (ii) the sum of (A) the Aggregate Capital at such time, plus (B) the Aggregate Yield at such time, plus (C) the aggregate accrued and unpaid Fees at such time, plus (D) the aggregate outstanding principal balance of all Subordinated Notes at such time, plus (E) the aggregate accrued and unpaid interest on all Subordinated Notes at such time, plus (F) without duplication, the aggregate accrued and unpaid other Seller Obligations at such time.

"Servicer" has the meaning set forth in the preamble to this Agreement.

"Servicer Indemnified Amounts" has the meaning set forth in Section 12.02(a).

"Servicer Indemnified Party" has the meaning set forth in Section 12.02(a).

"Servicing Fee" means the fee referred to in Section 8.06(a) of this Agreement.

"Servicing Fee Rate" means the rate referred to in Section 8.06(a) of this Agreement.

"Settlement Date" means with respect to any Portion of Capital for any Yield Period or any Fees, (i) prior to the Maturity Date, the Monthly Settlement Date and (ii) on and after the Maturity Date, each day selected from time to time by the Administrative Agent (with the consent or at the direction of the Majority Group Agents) (it being understood that the Administrative Agent (with the consent or at the direction of the Majority Group Agents) may select such Settlement Date to occur as frequently as daily) or, in the absence of such selection, the Monthly Settlement Date.

"SOFR" means, for any day, a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the NYFRB (or a successor administrator of the secured overnight financing rate).

"SOFR Adjustment" means ten basis points (0.10%).

"Sold Assets" has the meaning set forth in Section 2.01(b).

"Sold Receivables" means, collectively, (i) the Pool Receivables specified as "Sold Receivables" on the Initial Schedule of Sold Receivables, (ii) all additional Pool Receivables specified as "Sold Receivables" on the Investment Requests delivered with respect to all subsequent Investments made hereunder and (iii) all additional Pool Receivables designated as "Sold Receivables" and transferred by the Seller pursuant to Section 2.01(b) in connection with a Release as contemplated by the first paragraph in Section 3.01(a).

"Solvent" means, with respect to any Person and as of any particular date, (i) the present fair value of the assets of such Person exceeds the liabilities of such Person, (ii) the fair value of the assets of such Person exceeds the probable liability on such Person's debts as such debts become absolute and matured, (iii) such Person is able to pay its debts as they mature, (iv) such Person's capital is not unreasonably small for the business in which it is engaged and (v) such Person is not an "insolvent person" within the meaning of the Bankruptcy and Insolvency Act (Canada).

"Specifically Reserved Maintenance Revenue Amount" means the lesser of (i) the amount then included in the deferred revenue liability reported on the Originators' books and records in respect of payments made by Persons that are Obligors on Eligible Receivables for goods or services that have not yet been delivered or performed by the Originators (and, for the avoidance of doubt, excluding any portion of such deferred revenue liability in respect of

outstanding Receivables, rather than payments, that remain subject to the performance of additional services or delivery of additional goods by Originators) and (ii) the aggregate Outstanding Balance of the Eligible Receivables then owing by such Obligors-; provided, however, that upon the Servicer's receiving written notice from one or more Group Agents that a Level 1 Ratings Trigger is in effect (a "Notifying Group Agent"), the Specifically Reserved Maintenance Revenue Amount shall be deemed to be the Specifically Reserved Maintenance Revenue Proxy Amount until such time as the Servicer shall have reported to each Notifying Group Agent the amounts specified in clause (i) and clause (ii) above for the most recently ended Fiscal Month. If the Servicer fails to report such amounts to each Notifying Group Agent within ten (10) Business Days of its receipt of such written notice, and any such Notifying Group Agent delivers an additional request to the Servicer (receipt of which must be acknowledged by the Servicer) for the outstanding Capital of each Purchaser in such Notifying Group Agent's Group to be amortized, (i) each Purchaser in the Group of each such Notifying Group Agent shall be entitled to receive distributions pursuant to Section 3.01(a)(v) and (ii) the Group Commitment for each such Notifying Group Agent's Group shall be deemed to be zero for all purposes under this Agreement, in each case, until such time as the Servicer reports the aforementioned amounts to such Notifying Group Agent.

"Specifically Reserved Maintenance Revenue Proxy Amount" means the product of (x) 2.0, times (y) the Specifically Reserved Maintenance Revenue Amount reported on the most recently delivered report delivered pursuant to Section 7.01(c)(ii) or Section 7.02(a)(ii).

"Spot Rate" means, on any day, with respect to the determination of the U.S. Dollar Equivalent of any amount denominated in an Alternative Currency, the exchange rate at which such Alternative Currency may be exchanged into U.S. Dollars as set forth at approximately 11:00 a.m. New York City time, on such day as published on the Bloomberg Key Cross-Currency Rates Page for such Alternative Currency; *provided* that in the event that such rate does not appear on any Bloomberg Key Cross Currency Rates Page, the Spot Rate shall be determined by reference to such other publicly available service for displaying exchange rates as may be selected by the Administrative Agent and is reasonably satisfactory to the SPV Entities, or, in the absence of such an agreement, such Spot Rate shall instead be the arithmetic average of the spot rates of exchange of the Administrative Agent in the market where its foreign currency exchange operations in respect of such currency are then being conducted, at or about 11:00 a.m. New York time, on such date for the purchase of U.S. Dollars with the applicable Alternative Currency for delivery two (2) Business Days later; *provided*, that if at the time of any such determination, for any reason, no such spot rate is being quoted, the Administrative Agent may use any reasonable method it deems appropriate to determine such rate, and such determination shall be conclusive absent manifest error.

"SPV Entity" has the meaning specified in the preamble to this Agreement.

"SPV Entity Guaranty" has the meaning set forth in Section 14.01.

"SPV Entity Indemnified Amounts" has the meaning set forth in Section 12.01(a).

"SPV Entity Indemnified Party" has the meaning set forth in Section 12.01(a).

"Structuring Agent" means PNC Capital Markets LLC, a Pennsylvania limited liability company.

~~"Subject Cardtronics Account" means that certain deposit account maintained by Cardtronics USA, Inc., with Zions Bancorporation, N.A. dba Amegy Bank identified by an account number ending with "x0288."~~

~~"Subject Cardtronics Canada Receivable" means any Receivable for which the Originator is Cardtronics Canada Holdings Inc. and which did not arise from the line of business transferred from NCR Canada Corp. to Cardtronics Canada Holdings Inc. on or about September 1, 2023.~~

~~"Subject Cardtronics Receivables" means any Receivables the Obligor of which has been instructed to deposit Collections into the Subject Cardtronics Account.~~

"Subordinated Note" has the meaning set forth in the applicable Purchase and Sale Agreement.

"Sub-Servicer" has the meaning set forth in Section 8.01(d).

"Subsidiary" means, as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock of each class or other interests having ordinary voting power (other than stock or other interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such entity are at the time owned, or management of which is otherwise controlled: (a) by such Person, (b) by one or more Subsidiaries of such Person or (c) by such Person and one or more Subsidiaries of such Person.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

~~"Temporary Period" means the period commencing on August 1, 2022 and ending on (but excluding) November 1, 2022.~~

"Term SOFR" means, for any day, the Term SOFR Reference Rate for a tenor comparable to the applicable Yield Period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to the first day of such Yield Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day. Term SOFR shall be adjusted automatically without notice to the Seller on and as of the first day of each Yield Period.

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Termination Event" has the meaning set forth in Section 9.01. For the avoidance of doubt, a Termination Event shall occur only after applicable cure periods, if any, specified in Section 9.01 have expired, and any Termination Event that occurs shall be deemed to be continuing at all times thereafter unless and until waived in accordance with Section 13.01.

"Total Reserves" means, at any time of determination, the product of (a) the sum of: (i) the Yield Reserve Percentage, plus (ii) the greater of (x) the sum of the Concentration Reserve Percentage plus the Minimum Dilution Reserve Percentage and (y) the sum of the Loss Reserve Percentage plus the Dilution Reserve Percentage, plus (iii) the FX Reserve Percentage, times (b) the Adjusted Net Receivables Pool Balance on such day.

"Transaction Documents" means this Agreement, each Purchase and Sale Agreement, the Quebec Assignment Agreement, the Lock-Box Agreements, the Fee Letter, ~~the Intercreditor Agreement,~~ each Subordinated Note, any Performance Guaranty, the Seller's Limited Liability Company Agreement, the Canadian Guarantor's Limited Partnership Agreement, in each case as the same may be amended, supplemented or otherwise modified from time to time in accordance with this Agreement.

"Transaction Information" means any information provided to any Rating Agency for the purpose of such Rating Agency providing or proposing to provide a rating of any Notes or monitoring such rating including, without limitation, any such information relating to any SPV Entity, the Originators, the Servicers or the Pool Receivables.

"UCC" means the Uniform Commercial Code as from time to time in effect in the applicable jurisdiction.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unbilled Receivable" means, at any time, any Receivable as to which the invoice or bill with respect thereto has not yet been sent to the Obligor thereof.

"Unbilled Receivables Adjustment" means the excess, if any, of the Outstanding Balance of all Eligible Unbilled Receivables over the DSO Reference Pool.

"Unmatured Termination Event" means an event that but for notice or lapse of time or both would constitute a Termination Event.

"Unsold Receivables" means, at any time, all Pool Receivables that are not then Sold Receivables. For the avoidance of doubt, all Canadian Receivables shall be Unsold Receivables.

"U.S. Collection Account" means each Lock-Box Account other than any Canadian Collection Account.

"U.S. Collection Account Bank" means any Lock-Box Bank holding one or more U.S. Collection Accounts.

"U.S. Dollar Equivalent" means, on any date on which a determination thereof is to be made, with respect to (a) any amount denominated in U.S. Dollars, such amount and (b) any amount denominated in an Alternative Currency, the U.S. Dollar equivalent of such amount of such Alternative Currency determined by referenced to the Spot Rate determined as of such determination date.

"U.S. Dollars", "USD" and "$" each mean the lawful currency of the United States of America.

"U.S. Government Securities Business Day" means any day except for (a) a Saturday or Sunday or (b) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"U.S. Lock-Box" means any Lock-Box related to a U.S. Collection Account.

"U.S. Obligor" means an Obligor that is a corporation or other business organization and is organized under the laws of the United States of America (or of a United States of America territory, district, state, commonwealth, or possession, including Puerto Rico and the U.S. Virgin Islands) or any political subdivision thereof.

"U.S. Originator" and "U.S. Originators" have the meaning given to the term "Originator" in the U.S. Purchase and Sale Agreement, as the same may be modified from time to time by adding new U.S. Originators or removing U.S. Originators, in each case, in accordance with the terms thereof.

"U.S. Person" means a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"U.S. Purchase and Sale Agreement" means the Amended and Restated Purchase and Sale Agreement, dated as of the Closing Date, among the U.S. Servicer, the U.S. Originators and the Seller, as such agreement may be amended, supplemented or otherwise modified from time to time.

"U.S. Receivable" means each Receivable transferred (or purported to be transferred) to the Seller pursuant to the U.S. Purchase and Sale Agreement from time to time.

"U.S. Servicer" has the meaning set forth in the preamble to this Agreement.

"U.S. Tax Compliance Certificate" has the meaning set forth in Section 4.03(f)(ii)(D).

"Victory" means Victory Receivables Corporation, a Delaware corporation.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Withholding Agent" means the Seller, any Servicer or the Administrative Agent.

"Yield" means~~, means~~ an amount payable to each Purchaser in respect of its Capital accruing on each day when such Purchaser has Capital outstanding, which amount for any Purchaser's Capital (or portion thereof) for any day during any Yield Period (or portion thereof) is the amount accrued on such Capital (or portion thereof) during such Yield Period (or portion thereof) in accordance with Section 2.03(b).

"Yield Period" means: (a) before the Maturity Date: (i) initially the period commencing on the date of the initial Investment pursuant to Section 2.01 (or in the case of any fees payable hereunder, commencing on the Closing Date) and ending on (but not including) the next Monthly Settlement Date and (ii) thereafter, each period commencing on such Monthly Settlement Date and ending on (but not including) the next Monthly Settlement Date and (b) on and after the Maturity Date, such period (including a period of one day) as shall be selected from time to time by the Administrative Agent (with the consent or at the direction of the Majority Group Agents) or, in the absence of any such selection, each period of 30 days from the last day of the preceding Yield Period.

"Yield Rate" means, for any day in any Yield Period for any Investment (or any ~~portion~~Portion of Capital thereof):

(a) if such Investment (or ~~such portion~~any Portion of Capital thereof) is being funded by a Conduit Purchaser on such day through the issuance of Notes, the applicable CP Rate; or

(b) if such Investment (or ~~such portion~~any Portion of Capital thereof) is being funded by any Purchaser on such day other than through the issuance of Notes (including, without limitation, if a Conduit Purchaser is then funding such Investment (or such ~~portion~~Portion or Capital thereof) under a Program Support Agreement, or if a Committed Purchaser is then funding such Investment (or such ~~portion~~Portion or Capital thereof)), the applicable Bank Rate~~;~~.

~~provided , however, that no provision of this Agreement shall require the payment or permit the collection of Yield in excess of the maximum permitted by Applicable Law; and provided, further, that Yield for any Capital (or such portion thereof) shall not be considered paid by any distribution to the extent that at any time all or a portion of such distribution is rescinded or must otherwise be returned for any reason.~~

"Yield Reserve Percentage" means, at any time of determination:

$$\frac{1.50 \times DSO \times (BR + SFR)}{360}$$

where:

BR = the Base Rate;

DSO = the Days' Sales Outstanding for the most recently ended Fiscal Month; and

SFR = the Servicing Fee Rate.

SECTION 1.02. Other Interpretative Matters. All accounting terms not specifically defined herein shall be construed in accordance with GAAP. All terms used in Article 9 of the UCC in the State of New York and not specifically defined herein, are used herein as defined in such Article 9. All terms used in the PPSA in the Province of Ontario in relation to the Canadian Guarantor or the Canadian Receivables or any Related Security with respect thereto, and not specifically defined herein, are used herein as defined in such PPSA. Unless otherwise expressly indicated, all references herein to "Article," "Section," "Schedule", "Exhibit" or "Annex" shall mean articles and sections of, and schedules, exhibits and annexes to, this Agreement. For purposes of this Agreement, unless the context otherwise requires: (a) references to any amount as on deposit or outstanding on any particular date means such amount at the close of business on such day; (b) the words "hereof," "herein" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement (and the words "thereof," "therein" and "thereunder" have a corresponding meaning when used with other agreements or documents); (c) references to any Section, Schedule or Exhibit are references to Sections, Schedules and Exhibits in or to such agreement (or the certificate or other document in which the reference is made), and references to any paragraph, subsection, clause or other subdivision within any Section or definition refer to such paragraph, subsection, clause or other subdivision of such Section or definition; (d) the term "including" means "including without limitation"; (e) references to any Applicable Law where a particular date or timeframe is relevant refer to that Applicable Law as amended or otherwise modified and as in effect on such date or within such timeframe and, if applicable, includes any successor Applicable Law; (f) references to any agreement where a particular date or timeframe is relevant refer to that agreement as amended or otherwise modified and as in effect on such date or within such timeframe; (g) references to any Person include that Person's permitted successors and assigns; (h) headings and captions are for purposes of reference only and shall not otherwise affect the meaning or interpretation of any provision hereof; (i) unless otherwise provided, in the calculation of time from a specified date to a later specified date, the term "from" means "from and including", and the terms "to" and "until" each means "to but excluding"; (j) terms in one gender include the parallel terms in the neuter and opposite gender; (k) references to any amount as on deposit or outstanding on any particular date means such amount at the close of business on such day and (l) the term "or" is not exclusive.

SECTION 1.03. References to Acts of the Canadian Guarantor. For greater certainty, where any reference is made in this Agreement or in any other agreement executed pursuant hereto or contemplated hereby to which the Canadian Guarantor, the Limited Partnership or the Canadian GP, as general partner for the Limited Partnership, is party, to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against, or a covenant, representation or warranty (other than relating to the constitution or existence of the Canadian GP or the Limited Partnership) by or with respect to, (i) the Canadian Guarantor, (ii)

the Limited Partnership or (iii) the Canadian GP, such reference shall be construed and applied for all purposes herein and therein as if it referred to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the Canadian Guarantor or the Limited Partnership) by or with respect to, the Canadian GP as general partner for the Limited Partnership.

SECTION 1.04. Benchmark Replacement Notification . Section 4.07 provides a mechanism for determining an alternative rate of interest in the event that any Benchmark is no longer available or in certain other circumstances. The Administrative Agent does not warrant or accept any responsibility for and shall not have any liability with respect to, the administration, submission or any other matter related to any Benchmark, or with respect to any alternative or successor rate thereto, or replacement rate therefor.

ARTICLE II

TERMS OF THE PURCHASES AND INVESTMENTS

SECTION 2.01. Purchase Facility.

(a) *Investments* Upon a request by the Seller pursuant to Section 2.02, and on the terms and subject to the conditions hereinafter set forth, the Conduit Purchasers, ratably, in accordance with the aggregate of the Commitments of the Related Committed Purchasers with respect to each such Conduit Purchaser, severally and not jointly, may, in their sole discretion, make payments of Capital to the Seller from time to time, and if and to the extent any Conduit Purchaser does not make any such requested payment of Capital or if any Group does not include a Conduit Purchaser, the Related Committed Purchaser(s) for such Conduit Purchaser or the Committed Purchaser for such Group, as the case may be, shall, ratably in accordance with their respective Commitments, severally and not jointly, make such payments of Capital to the Seller, in either case, from time to time during the period from the Closing Date to the Maturity Date. Each such payment of Capital by a Purchaser to the Seller shall constitute an Investment hereunder for all purposes. Under no circumstances shall any Purchaser be obligated to make any Investment to the extent that, after giving effect to such Investment and all other Investments being made on such date:

(i) the Aggregate Capital would exceed the Facility Limit;

(ii) the sum of (A) the Capital of such Purchaser, plus (B) the aggregate outstanding Capital of each other Purchaser in its Group, would exceed the Group Commitment of such Purchaser's Group;

(iii) if such Purchaser is a Committed Purchaser, the aggregate outstanding Capital of such Committed Purchaser would exceed its Commitment; or

(iv) the Aggregate Capital would exceed the Capital Coverage Amount.

(b) *Sale of Receivables and Other Sold Assets*. In consideration of the Purchasers' respective agreements to make Investments in accordance with the terms hereof, the Seller, on each Sale Date, hereby sells, assigns and transfers to the Administrative Agent (for the ratable benefit of the Purchasers according to their Capital as increased or reduced from time to time hereunder), all of the Seller's right, title and interest in, to and under all of the following, whether now or hereafter owned, existing or arising (collectively, the "Sold Assets"): (i) all Sold Receivables, (ii) all Related Security with respect to such Sold Receivables, (iii) all Collections with respect to such Sold Receivables and (iv) all proceeds of the foregoing. Such sales, assignments and transfers by the Seller shall, in each case, occur and be deemed to occur for all purposes in accordance with the terms hereof automatically without further action, notice or consent of any party.

(c) *Intended Characterization as a Purchase and Sale*. It is the intention of the parties to this Agreement that the transfer and conveyance of the Seller's right, title and interest in, to and under the Sold Assets to the Administrative Agent (for the ratable benefit of the Purchasers according to their Capital as increased or reduced from time to time hereunder) on each Sale Date pursuant to this Agreement shall constitute a purchase and sale and not a pledge for security, and such purchase and sale of the Sold Assets hereunder shall be treated as a sale for all purposes (except as provided in Sections 2.01(d) and 13.14 and 4.03(i)). For the avoidance of doubt, this clause (c) shall not be construed to limit or otherwise modify Section 4.05 or any rights, interests, liabilities or obligations of any party thereunder.

(d) *Obligations Not Assumed*. Notwithstanding any provision contained in this Agreement or any other Transaction Document to the contrary, the foregoing sale, assignment, transfer and conveyance set forth in Section 2.01(b) does not constitute, and is not intended to result in, the creation or an assumption by the Administrative Agent or any Purchaser of any obligation or liability of the Seller, any Originator, any Servicer, or any other Person under or in connection with all, or any portion of, any Sold Assets, all of which shall remain the obligations and liabilities of the Seller, the Originators, the Servicers and such other Persons, as applicable.

(e) *Selection, Designation and Reporting of Sold Receivables.* The Seller (or the U.S. Servicer on its behalf) shall select and identify from the Pool Receivables (other than Canadian Receivables) all Sold Receivables to be sold pursuant to Section 2.01(b) in its sole discretion; provided, however, that (i) the Seller shall select Sold Receivables from the Pool Receivables, and the Seller shall transfer pursuant to Section 2.01(b) 100% of its interest in such Sold Receivables, and (ii) the Seller shall not ~~permit~~select Sold Receivables in a manner that would cause the aggregate Outstanding Balance of Sold Receivables to exceed the Aggregate Capital ~~at any time~~. The Seller shall maintain (or cause a Servicer to maintain) books and records sufficient to readily identify the Sold Receivables. The Seller and a Servicer shall cause (i) all Sold Receivables to be identified on each Investment Request in accordance with Section 2.02(a) and (ii) the aggregate Outstanding Balance of each Obligor's Sold Receivables to be identified on each Information Package delivered hereunder.

SECTION 2.02. Making Investments; Return of Capital. (a) Each Investment hereunder shall be made on at least one (1) Business Day's prior written request from the Seller to the Administrative Agent and each Group Agent in the form of an Investment Request attached hereto as Exhibit A-1. Each such request for an Investment shall be made no later than

11:00 a.m. (New York City time) on a Business Day (it being understood that any such request made after such time shall be deemed to have been made on the following Business Day) and shall specify (i) the amount of the Investment(s) requested (which shall (x) not be less than $1,000,000 and shall be an integral multiple of $100,000 and (y) not cause the aggregate Outstanding Balance of all Sold Receivables (after giving effect to the addition of Pool Receivables to the Sold Receivables in connection with such Investment) to (A) exceed the Aggregate Capital or (B) be less than the Aggregate Capital by $1,000,000 or more), (ii) the allocation of such amount among the Groups (which shall be ratable based on the Group Commitments), (iii) the account to which the proceeds of such Investment shall be distributed, (iv) the date such requested Investment is to be made (which shall be a Business Day) and (v) all Pool Receivables that are or, effective upon the making of such Investment, will be, Sold Receivables.

(b) On the date of each Investment, the Purchasers shall, upon satisfaction of the applicable conditions set forth in Article V and in accordance with the other conditions set forth in this Article II, make available to the Seller in same day funds an aggregate amount equal to the amount of such Investments requested, at the account set forth in the related Investment Request.

(c) Each Committed Purchaser's obligation shall be several, such that the failure of any Committed Purchaser to make available to the Seller any funds in connection with any Investment shall not relieve any other Committed Purchaser of any obligation hereunder to make funds available on the date such Investments are requested (it being understood, that no Committed Purchaser shall be responsible for the failure of any other Committed Purchaser to make funds available to the Seller in connection with any Investment hereunder).

(d) The Seller shall return in full the outstanding Capital of each Purchaser on the Seller Obligations Final Due Date. Prior thereto, the Seller shall on each Settlement Date, reduce the outstanding Capital of the Purchasers to the extent required under Section 3.01 in accordance with such Section. Without limiting the foregoing, on each Settlement Date the Seller shall be obligated (without regard to the amount of Collections then available) to reduce the Capital of the Purchasers to the extent necessary to cause no Capital Coverage Deficit (determined using the Capital Coverage Amount calculated as of the last day of the preceding Fiscal Month assuming that the amount described in clause (a)(ii) of the definition of "Capital Coverage Amount" is zero) to exist. Notwithstanding the foregoing, the Seller, in its discretion, shall have the right to make a reduction, in whole or in part, of the outstanding Capital of the Purchasers (together with any accrued Yield and Fees in respect of such reduction in Capital): (i) on any Business Day upon two (2) Business Days' prior written notice in the form of Exhibit A-2 hereto (each, a "Reduction Notice") thereof to the Administrative Agent and each Group Agent; provided, however, that each such reduction in Capital shall be in a minimum aggregate amount of $1,000,000 and shall be an integral multiple of $100,000 or (ii) within the same Business Day if requested by 10:00 a.m. (New York City time), or on the following Business Day if requested after such time, and without any minimum amount requirement, for the purpose of curing any Capital Coverage Deficit; provided, further, that no such reduction in Capital shall reduce the Aggregate Capital to an amount less than the Minimum Funding Threshold.

(e) The Seller may, at any time upon at least fifteen (15) days prior written notice to the Administrative Agent and each Group Agent, terminate the Facility Limit in whole or ratably reduce the Facility Limit in part; provided, however, that no such reduction shall reduce the Facility Limit to an amount less than the Aggregate Capital at such time (after giving effect to any reduction of the Aggregate Capital pursuant to clause (f) below). Each partial reduction in the Facility Limit shall be in a minimum aggregate amount of $2,000,000 and shall be an integral multiple of $100,000, and no such reduction (other than a reduction of the Facility Limit to zero) shall reduce the Facility Limit to an amount less than $75,000,000. In connection with any partial reduction in the Facility Limit, the Commitment of each Purchaser shall be ratably reduced.

(f) In connection with any reduction of the Facility Limit and the corresponding Commitments of the Purchasers, the Seller shall remit to the Administrative Agent (i) instructions regarding such reduction and (ii) for payment to the Purchasers, cash in an amount sufficient to pay (A) the Capital of the Purchasers in each Group in excess of the Group Commitment of such Group following such reduction, (B) accrued Yield and Fees in respect of the portion of Capital being prepaid, (C) any associated Breakage Fees and (D) to the extent there are any other non-contingent Seller Obligations then due and owing by the Seller, the portion of the amount of such Seller Obligations described in clause (D) above equal to the ratio of the reduction of the Commitments being effected relative to the amount of the Commitments immediately prior to such reduction. Upon receipt of any such amounts, the Administrative Agent shall apply such amounts first to the reduction of the outstanding Capital, and second to the payment of any remaining outstanding Seller Obligations with respect to such reduction, including any Breakage Fees, by paying such amounts to the Purchasers.

SECTION 2.03. ~~Yield and~~ Fees and Yield.

(a) *Fees.* On each Settlement Date, the Seller shall, in accordance with the terms and priorities for payment set forth in Section 3.01, pay to each applicable Group Agent, each applicable Purchaser, the Administrative Agent and/or the Structuring Agent certain fees (collectively, the "Fees") in the amounts set forth in the fee letter agreements from time to time entered into, among the Seller, the members of the applicable Group (or their Group Agent on their behalf) and/or the Administrative Agent or the Structuring Agent (each such fee letter agreement, as amended, restated, supplemented or otherwise modified from time to time, collectively being referred to herein as the "Fee Letter").

(b) *Yield.* The Capital of each Purchaser shall accrue Yield on each day when such Capital remains outstanding at the then applicable Yield Rate for such Purchaser. The Seller shall pay all Yield, Fees and any Breakage Fees accrued during each Yield Period on the immediately following Settlement Date in accordance with the terms and priorities for payment set forth in Section 3.01.

(c) *Highest Lawful Rate*. No provision of this Agreement shall require the payment or permit the collection of Yield in excess of the maximum permitted by Applicable Law.

(d) *Selection of Benchmark; Rate Quotations.*

(i) So long as no Termination Event is continuing, the Seller may, by written notice to the Administrative Agent, elect to have all or any Portion of Capital for which the Yield Rate is the Bank Rate accrue Yield by reference to Term SOFR (rather than Daily 1M SOFR) during any Yield Period; provided, however, that no such election shall be made for any Yield Period that does not commence on a Monthly Settlement Date. Any such notice must specify all or such Portion of Capital for which the Benchmark used for the Bank Rate will be Term SOFR (rather than Daily 1M SOFR), and must be delivered not later than three (3) Business Days prior to the commencement of the Yield Period for which such election has been made. Any such Portion of Capital (which may be all) for which such an election has been made shall be apportioned among the Purchasers ratably based on each Purchaser's respective Portion of Capital for which the Yield Rate is the Bank Rate. Notwithstanding the foregoing, (x) the Seller shall not make such an election if such election would result in all Portions of Capital then outstanding accruing Yield at more than two different discount rates and (y) any Portion of Capital accruing interest by reference to Term SOFR shall not be less than $1,000,000 and shall be an integral multiple of $100,000.

(ii) The Seller may call the Administrative Agent on or before the date on which an Investment Request is to be delivered to receive an indication of the rates then in effect, but the Seller acknowledges that such indication shall not be binding on the Administrative Agent or the Purchasers nor affect the rate that is actually determined in accordance with this Agreement once an election is made.

(e) Conforming Changes Relating to Daily 1M SOFR and the Term SOFR. In connection with the use or administration of Daily 1M SOFR or Term SOFR, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Transaction Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Transaction Document; provided that, the Administrative Agent shall provide notice to the Seller and the Group Agents of each such amendment implementing such Conforming Changes reasonably promptly after such amendment becomes effective.

(f) *Yield After Termination Event.* To the extent permitted by Applicable Law, upon the occurrence of a Termination Event and until such time such Termination Event shall have been cured or waived, at the discretion of the Administrative Agent or upon written demand by the Majority Group Agents to the Administrative Agent:

(i) Yield Rate. The Yield Rate applicable to any Portion of Capital shall be increased by 2.00% per annum.

(ii) Other Obligations. Each other obligation (other than payments in respect of the Subordinated Note) of any of the Seller or Servicer hereunder if not paid when due shall bear interest at a rate per annum equal to the sum of the Base Rate plus an additional 2.00% per annum from the time such obligation becomes due and payable until the time such obligation is paid in full.

SECTION 2.04. Records of Investments and Capital. Each Group Agent shall record in its records, the date and amount of each Investment made by the Purchasers in its Group hereunder, the Yield Rate with respect to the related Capital (and each portion thereof), the Yield accrued thereon and each repayment and payment thereof. Subject to Section 13.03(c), such records shall be conclusive and binding absent manifest error. The failure to so record any such information or any error in so recording any such information shall not affect the obligations of the Seller hereunder or under the other Transaction Documents.

ARTICLE III

SETTLEMENT PROCEDURES AND PAYMENT PROVISIONS

SECTION 3.01. Settlement Procedures.

(a) Each Servicer shall set aside and hold in trust for the benefit of the Secured Parties (or, if so requested by the Administrative Agent, segregate in a separate account approved by the Administrative Agent), for application in accordance with the priority of payments set forth below, all Collections on Pool Receivables that are received by such Servicer or any SPV Entity or received in any Lock-Box or Lock-Box Account; provided, however, that (A) the Servicers may from time to time release to the applicable SPV Entity from such Collections received on Unsold Receivables the amount (if any) necessary to pay the purchase price for Receivables purchased by such SPV Entity on such date in accordance with the terms of the applicable Purchase and Sale Agreement and (B) the U.S. Servicer may, on any day and if so requested by the Seller, release to the Seller all or a portion of such Collections received on Sold Receivables in exchange for the Seller designating on such day an equivalent amount (based on aggregate Outstanding Balances) of Unsold Receivables as new Sold Receivables on Seller's books and records pursuant to Section 2.01(e), which new Sold Receivables will be automatically and immediately sold by the Seller to the Administrative Agent (for the ratable benefit of the Purchasers) pursuant to Section 2.01(b) upon such release on such day (each such release of Collections described in clauses (A) and (B) above, a "Release"); provided that, for the avoidance of doubt, any Collections that are not so Released shall be held in trust by the Servicers for the benefit of the Secured Parties or segregated and held in a separate account approved by the Administrative Agent unless and until such Collections are Released or distributed on a Settlement Date, in each case, in accordance with the terms hereof. On each Settlement Date, the Servicers (or, following its assumption of control of the Lock-Box Accounts, the Administrative Agent) shall, distribute such Collections in the following order of priority:

(i) first, to each Lock-Box Bank, the amount of any fees, costs or expenses payable to such Lock-Box Bank by any SPV Entity in connection with maintaining its related Lock-Box Account(s) to the extent that such Lock-Box Bank is permitted to debit or otherwise pay itself such fees, costs or expenses from funds on deposit in such Lock-Box Account(s) pursuant to the terms of the applicable Lock-Box Agreement; provided, that the payment of such fees, costs and expenses from Collections on deposit in such Lock-Box Accounts on days other than Settlement Dates in accordance with the terms of the applicable Lock-Box Agreements shall not constitute a breach or default under this Agreement for any purpose;

(ii) second, to each Servicer for the payment of the accrued Servicing Fees payable for the immediately preceding Yield Period (plus, if applicable, the amount of Servicing Fees payable for any prior Yield Period to the extent such amount has not been distributed to such Servicer) plus any applicable Canadian Sales Taxes thereon;

(iii) third, to each Purchaser and other Purchaser Party (ratably, based on the amount then due and owing), all accrued and unpaid Yield and Fees and any Breakage Fees due to such Purchaser and other Purchaser Party for the immediately preceding Yield Period, plus, if applicable, the amount of any such Yield, Fees and any Breakage Fees payable for any prior Yield Period to the extent such amount has not been distributed to such Purchaser or Purchaser Party;

(iv) fourth, as set forth in clause (x) or (y) below, as applicable:

(x) prior to the occurrence of the Maturity Date, to the Purchasers (ratably, based on the aggregate outstanding Capital of each Purchaser at such time) for the payment of a portion of the outstanding Aggregate Capital at such time, an aggregate amount (if any) necessary to cause no Capital Coverage Deficit (determined using the Capital Coverage Amount calculated as of the last day of the preceding Fiscal Month assuming that the amount described in clause (a)(ii) of the definition of "Capital Coverage Amount" is zero) to exist; or

(y) on and after the occurrence of the Maturity Date, to each Purchaser (ratably, based on the aggregate outstanding Capital of each Purchaser at such time) for the payment in full of the aggregate outstanding Capital of such Purchaser at such time;

(v) fifth, to each Purchaser entitled to receive distributions pursuant to the definition of "Specifically Reserved Maintenance Revenue Amount" (ratably, based on the aggregate outstanding Capital of each such Purchaser at such time) for the payment in full of the aggregate outstanding Capital of such Purchaser at such time;

(~~v~~vi) ~~fifth~~sixth , to the Purchaser Parties, the Affected Persons, the SPV Entity Indemnified Parties and the Lock-Box Bank (ratably, based on the amount due and owing at such time), for the payment of all other Seller Obligations then due and owing by any SPV Entity to the Purchaser Parties, the Affected Persons, the SPV Entity Indemnified Parties and the Lock-Box Bank (including any amounts payable under Sections 4.01, 4.03, 12.01 or 13.04 or under the Lock-Box Agreement);

(~~vi~~vii) ~~sixth~~seventh , to each SPV Entity, the amount of any accrued and unpaid interest on the Subordinated Notes, which amount the applicable SPV Entity shall pay to the applicable Originator(s);

(~~vii~~viii) ~~seventh~~eighth , prior to the occurrence of the Maturity Date, at the election of the Seller and in accordance with Section 2.02(d), to the payment of all or any portion of the outstanding Capital of the Purchasers at such time (ratably, based on the aggregate outstanding Capital of each Purchaser at such time);

(~~viii~~ix) ~~eighth~~ninth , to the applicable SPV Entity, the amount of any unpaid purchase price payable by such SPV Entity to the Originators for Pool Receivables under the applicable Purchase and Sale Agreement to the extent required to be paid in cash on such Settlement Date, which amount the applicable SPV Entity shall pay to the applicable Originator(s);

(~~ix~~x) ~~ninth~~tenth , to each SPV Entity, the amount of any principal then due and payable on the Subordinated Notes, which amount such SPV Entity shall pay to the applicable Originator(s); and

(~~x~~xi) ~~tenth~~eleventh , the remaining balance, if any, to each SPV Entity for its own account.

If any Servicer receives any cash payments or cash distributions from any SPV Entity or from Collections during any Yield Period (including in respect of Servicing Fees, expenses, or dividends) at any time during which a Capital Coverage Deficit existed or resulted from such payments or distributions (other than payments or distributions made to such Servicer on Settlement Dates pursuant to Section 3.01(a)), such Servicer shall return the amount of all such payments and distributions to such SPV Entity on the first Settlement Date following such Yield Period to be treated as Collections and applied in accordance with the priorities set forth in Section 3.01(a); provided, however, that such Servicer may net from the amount it is required to return to any SPV Entity, the amount (if any) that would otherwise be paid to such Servicer on such Settlement Date pursuant to Section 3.01(a) from available Collections (including Collections returned to any SPV Entity by such Servicer pursuant to this paragraph and by the Originators pursuant to Section 3.4 of the applicable Purchase and Sale Agreement). If any delay by such Servicer to pay over such amounts causes any SPV Entity to incur the obligation to pay additional interest or fees in respect of such amounts, such Servicer shall additionally pay over to such SPV Entity, to treated as Collections and applied in accordance with the priorities set forth in Section 3.01(a), an amount sufficient to compensate such SPV Entity for the amount of such interest and fees.

Amounts payable pursuant to clauses first through fifth above shall be paid first from available Collections on Sold Receivables and other Sold Assets, second, to the extent necessary in order to make all such payments in full, from Collections on Unsold Receivables that are U.S. Receivables and other Pledged Collateral relating to U.S. Receivables, and third, to the extent necessary in order to make all such payments in full, from Collections on Unsold Receivables that are Canadian Receivables and other Pledged Collateral relating to Canadian Receivables, which Collections on Unsold Receivables that are Canadian Receivables and other Pledged Collateral relating to Canadian Receivables shall be applied in satisfaction of the Canadian Guarantor's obligations under its SPV Entity Guaranty. Seller's right to receive payments (if any) from time to time pursuant to clauses sixth through tenth above shall, to the extent arising from Collections on Sold Receivables, constitute compensation to the Seller for the Seller's provision of the SPV Entity Guaranty and the Purchaser Parties' interests in the Pledged Collateral of the Seller. The Canadian Guarantor's right to receive payments (if any) from time

to time pursuant to clauses sixth through tenth above shall, to the extent arising from Pledged Collateral, constitute (i) first, reimbursement of the Canadian Guarantor of any amounts paid under its SPV Entity Guaranty and (ii) second, compensation to the Canadian Guarantor for the Canadian Guarantor's provision of its SPV Entity Guaranty and the Purchaser Parties' interests in the Pledged Collateral of the Canadian Guarantor.

(b) All payments or distributions to be made by any Servicer, any SPV Entity and any other Person to the Purchasers (or their respective related Affected Persons and the SPV Entity Indemnified Parties), shall be paid or distributed to the related Group Agent at its Group Agent's Account. Each Group Agent, upon its receipt in the applicable Group Agent's Account of any such payments or distributions, shall distribute such amounts to the applicable Purchasers, Affected Persons and the SPV Entity Indemnified Parties within its Group ratably; provided that if such Group Agent shall have received insufficient funds to pay all of the above amounts in full on any such date, such Group Agent shall pay such amounts to the applicable Purchasers, Affected Persons and the SPV Entity Indemnified Parties within its Group in accordance with the priority of payments set forth above, and with respect to any such category above for which there are insufficient funds to pay all amounts owing on such date, ratably (based on the amounts in such categories owing to each such Person in such Group) among all such Persons in such Group entitled to payment thereof.

(c) If and to the extent the Administrative Agent, any Purchaser Party, any Affected Person or any SPV Entity Indemnified Party shall be required for any reason to return to any SPV Entity or any underlying Obligor (including to any trustee, receiver, custodian or similar official thereof as a result of any Insolvency Proceeding with respect to such SPV Entity or such Obligor) any amount received on its behalf hereunder, such amount shall be deemed not to have been so received but rather to have been retained by such SPV Entity and, accordingly, the Administrative Agent, such Purchaser Party, such Affected Person or such SPV Entity Indemnified Party, as the case may be, shall have a claim (which claim may be contingent or subject to defenses) against such SPV Entity for such amount.

(d) If on any day any Originator is required to make a cash payment of Deemed Collections to any SPV Entity under any Purchase and Sale Agreement, such SPV Entity shall deposit (or cause to be deposited) the amount of such Deemed Collections to a Lock-Box Account for application as Collections in accordance with Section 3.01(a). Each SPV Entity shall promptly enforce the Originators' obligations to pay Deemed Collections in accordance with the terms of the applicable Purchase and Sale Agreement.

(e) Except as otherwise required by Applicable Law or the relevant Contract ~~and subject to the provisions of the Intercreditor Agreement~~, all Collections received from a Pool Obligor in payment of any Pool Receivable shall be applied to the Receivables of such Obligor in the order of the age of such Receivables, starting with the oldest such Receivable, unless such Obligor designates in writing its payment for application to specific Receivables.

SECTION 3.02. Payments and Computations, Etc. (a) All amounts to be paid by any SPV Entity or any Servicer to the Administrative Agent, any Purchaser Party, any Affected Person or any SPV Entity Indemnified Party hereunder shall be initiated by wire transfer no later than 11:00 a.m. (New York City time) on the day when due in same day funds to the applicable Group Agent's Account.

~~(b) Each SPV Entity and each Servicer shall, to the extent permitted by Applicable Law, pay interest on any amount not paid by it when due hereunder, at an interest rate per annum equal to 2.00% per annum above the Base Rate, payable on demand and compounded monthly on each Monthly Settlement Date.~~

(~~c~~b) All computations of interest under subsection (b) above and all computations of Yield, Fees and other amounts hereunder shall be made on the basis of a year of 360 days (or, in the case of amounts determined by reference to the Base Rate, 365 or 366 days, as applicable) for the actual number of days (including the first but excluding the last day) elapsed. Whenever any payment or deposit to be made hereunder shall be due on a day other than a Business Day, such payment or deposit shall be made on the next succeeding Business Day and such extension of time shall be included in the computation of such payment or deposit.

(~~d~~c) Solely for purposes of reporting information regarding the Pool Receivables, the Net Receivables Pool Balance and the Capital Coverage Amount in any Information Package, Investment Request or similar report or certification, the portion of the Pool Receivables' aggregate Outstanding Balance that (x) is subject to potential set-off or a similar right of offset or that remains subject to the performance of additional services or delivery of additional goods by the Originators or (y) constitutes an Eligible Unbilled Receivable, the applicable SPV Entity and the applicable Servicer shall either (i) report the actual amount thereof or (ii) report an estimate of such amount calculated in manner and using assumptions approved by the Administrative Agent in consultation with the applicable Servicer, and reporting such an estimate shall not be deemed to constitute a default under or breach of this Agreement or any other Transaction Document. For the avoidance of doubt, the reporting and use of such an estimated amount pursuant to this paragraph shall not derogate from (x) any obligation of the Seller to ensure that no Capital Coverage Deficit exists based upon the actual portion of the Pool Receivables' aggregate Outstanding Balance that is subject to potential set-off or a similar right of offset or that remains subject to the performance of additional services or delivery of additional goods by the Originators or (y) any obligation of the Seller or any Servicer to notify the other parties hereto that a Capital Coverage Deficit exists based upon such actual amounts.

(~~e~~d) Conversion of Currencies. On any day when any computation or calculation hereunder requires the aggregation of amounts denominated in more than one currency, all amounts that are denominated in an Alternative Currency shall be converted to the U.S. Dollar Equivalent on such day.

(~~f~~e) Interest Act (Canada). For the purposes of the Interest Act (Canada) and disclosure thereunder, whenever any yield, interest or fee to be paid under any Transaction Document is to be calculated on the basis of a 360-day year, the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360. The rates of interest under this Agreement are nominal rates, and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement.

(~~g~~f) Criminal Interest. If any provision of this Agreement would oblige the Canadian Guarantor to make any payment of interest or other amount payable to any Committed Purchaser in an amount or calculated at a rate which would be prohibited by Applicable Law or would result in a receipt by that Committed Purchaser of "interest" at a "criminal rate" (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by Applicable Law or so result in a receipt by that Committed Purchaser of "interest" at a "criminal rate".

ARTICLE IV

INCREASED COSTS; FUNDING LOSSES; TAXES; ILLEGALITY AND SECURITY INTEREST

SECTION 4.01. Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Affected Person ~~(except any reserve requirement reflected in the LIBOR Rate)~~;

(ii) subject any Affected Person to any Taxes (other than (A) Indemnified Taxes, (B) clauses (b) through (e) of Excluded Taxes and (C) Other Connection Taxes that are imposed on or measured by net income, capital, profits or revenue) on its loans, commitments or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Affected Person or the ~~London interbank~~ market for U.S. Treasuries any other condition, cost or expense affecting the Sold Assets and Pledged Collateral, this Agreement, any other Transaction Document, any Program Support Agreement, or any Investment made by, or supported by, such Affected Person;

and the result of any of the foregoing shall be to increase the cost to such Affected Person of (A) acting as the Administrative Agent, a Group Agent or a Purchaser hereunder or as a Program Support Provider with respect to a Purchaser for the transactions contemplated hereby, (B) funding or maintaining any Investment (or of maintaining its obligation to make any such Investment) or to reduce the amount of any sum received or receivable by such Affected Person hereunder (whether of principal, interest or otherwise), then, beginning on the Settlement Date following the Fiscal Month during which the Seller received written demand therefor, the Seller will pay to such Affected Person, in accordance with Section 3.01(a), such additional amount or amounts as will compensate such Affected Person for such additional costs or expenses incurred or reduction suffered.

(b) Capital Requirements. If any Affected Person determines that any Change in Law regarding capital requirements or liquidity has had or would have the effect of reducing the rate of return on such Affected Person's capital as a consequence of this Agreement, the Commitments of or the Investments made or supported by such Affected Person, in each case to a level below that which such Affected Person could have achieved but for such Change in Law (taking into consideration such Affected Person's policies with respect to capital adequacy and liquidity), then, beginning on the Settlement Date following the Fiscal Month during which the Seller received written demand therefor, the Seller will pay to such Affected Person, in accordance with Section 3.01(a), such additional amount or amounts as will compensate such Affected Person for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Group Agent or Purchaser on behalf of the related Affected Person setting forth the amount or amounts necessary to compensate such Affected Person as specified in clause (a) or (b) of this Section and delivered to the Seller shall be conclusive absent manifest error.

(d) Delay in Requests. Failure or delay on the part of any Affected Person to demand compensation pursuant to this Section shall not constitute a waiver of such Affected Person's right to demand such compensation; provided that the Seller shall not be required to compensate an Affected Person pursuant to this Section for any increased costs or expenses incurred or reductions suffered more than 180 days prior to the date that such Affected Person (or its related Group Agent or Purchaser on its behalf) notifies the Seller of the Change in Law giving rise to such increased costs or expenses or reductions and of such Affected Person's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or expenses or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

SECTION 4.02. Funding Losses.

(a) The Seller will pay each Purchaser all Breakage Fees.

(b) A certificate of a Purchaser (or its Group Agent on its behalf) setting forth the amount or amounts necessary to compensate such Purchaser, as specified in clause (a) above and delivered to the Seller shall be conclusive absent manifest error. The Seller shall, subject to the priorities of payment set forth in Section 3.01, pay such Purchaser the amount shown as due on any such certificate beginning on the first Settlement Date following the Fiscal Month during which the Seller received such certificate.

SECTION 4.03. Taxes.

(a) Withholding of Taxes; Gross-Up. Each payment by or on account of any obligation of the Seller (including, for avoidance of doubt, by the Canadian Guarantor) or a Receivable under this Agreement or any other Transaction Document to any Affected Person shall be made without withholding for any Taxes, unless such withholding is required by any

Applicable Law. If any Withholding Agent determines, in its sole discretion exercised in good faith, that it is so required to withhold Taxes, then such Withholding Agent may so withhold and shall timely pay the full amount of withheld Taxes to the relevant Governmental Authority in accordance with Applicable Law. If such Taxes are Indemnified Taxes, then the amount payable by the Seller shall be increased as necessary so that, net of such withholding (including such withholding applicable to additional amounts payable under this Section), the applicable Affected Person receives the amount it would have received had no such withholding been made.

(b) Payment of Other Taxes by the SPV Entities. Each SPV Entity shall timely pay or cause to be paid any Other Taxes to the relevant Governmental Authority in accordance with Applicable Law, or, at the option of the Administrative Agent, timely reimburse it for the payment of, any Other Taxes.

(c) Evidence of Payment. As soon as practicable after any payment of Taxes by or on behalf of the Seller to a Governmental Authority pursuant to this Agreement, the Seller shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(d) Indemnification by the Seller. The Seller shall indemnify each Affected Person receiving any payment under any Transaction Document for any (i) Indemnified Taxes that are paid or payable by such Affected Person in connection with this Agreement (including Indemnified Taxes imposed or asserted on or attributable to amounts paid or payable under this paragraph) and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority, and (ii) any liability or loss (including associated costs to defend or report) of an Affected Person arising from Investments not treated by a Governmental Authority consistent with the Intended Tax Treatment. The indemnity under this paragraph shall be paid by the Seller beginning on the Settlement Date following the Fiscal Month during which the Seller receives a certificate from the related Group Agent of such Affected Person (with a copy to the Administrative Agent) stating the amount of any Indemnified Taxes so paid or payable by such Affected Person and describing in reasonable detail the basis for the indemnification claim. Such certificate shall be conclusive of the amount so paid or payable absent manifest error.

(e) Indemnification of the Administrative Agent by Affected Persons. Each Affected Person shall severally indemnify the Administrative Agent (i) for any Taxes (but, in the case of any Indemnified Taxes, only to the extent that the Seller has not already indemnified (or is not already scheduled to indemnify) the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Seller to do so), (ii) any Taxes attributable to the failure of such Purchaser, its Related Conduit Purchaser or any of their respective Affiliates that are Affected Persons to comply with Section 13.03(f) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Purchaser, its Related Conduit Purchaser or any of their respective Affiliates that are Affected Persons, in each case, that are payable or paid by the Administrative Agent in connection with any Transaction Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The indemnity under this paragraph shall be paid by the Settlement Date following the Fiscal Month

during which the Administrative Agent delivers to the applicable Affected Person a certificate stating the amount of Taxes so paid or payable by the Administrative Agent. Such certificate shall be conclusive of the amount so paid or payable absent manifest error.

(f) Status of Purchasers. (i) Any Purchaser that is entitled to an exemption from, or reduction of, any applicable withholding Tax with respect to any payments under any Transaction Document shall deliver to each Withholding Agent, at the time or times reasonably requested by such Withholding Agent, such properly completed and executed documentation reasonably requested by such Withholding Agent as will permit such payments to be made without, or at a reduced rate of, withholding. In addition, any Purchaser receiving any payment under any Transaction Document, if requested by any Withholding Agent, shall deliver such other documentation prescribed by law or reasonably requested by such Withholding Agent as will enable such Withholding Agent to determine whether or not such Purchaser is subject to any withholding (including backup withholding) or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in clauses (A) through (E) of paragraph (f)(ii) below) shall not be required if in such Purchaser's judgment such completion, execution or submission would materially prejudice the legal or commercial position of such Purchaser. Upon the reasonable request of any Withholding Agent, an Purchaser shall update any form or certification previously delivered pursuant to this Section 4.03(f). If any form or certification previously delivered pursuant to this Section 4.03(f) expires or becomes obsolete or inaccurate in any respect with respect to any Purchaser, such Purchaser shall promptly (and in any event within 10 days after such expiration, obsolescence or inaccuracy) notify each Withholding Agent in writing of such expiration, obsolescence or inaccuracy and update the form or certification if it is legally eligible to do so. Notwithstanding any other provision of this paragraph, a Withholding Agent shall not be required to deliver any form pursuant to this paragraph that it is not legally able to deliver.

(ii) Without limiting the generality of the foregoing, each Purchaser receiving any payment under any Transaction Document shall, if it is legally eligible to do so, deliver to each Withholding Agent (in such number of copies as is reasonably requested by such Withholding Agent) on or prior to the date on which such Purchaser becomes a party hereto (or if not a party hereto, on or prior to the date on which it would, contingently or otherwise, become entitled to any payments hereunder), duly completed and executed copies of whichever of the following is applicable:

(A) in the case of a Purchaser receiving a payment under any Transaction Document that is a U.S. Person, IRS Form W-9 certifying that such Purchaser is exempt from U.S. Federal backup withholding tax;

(B) in the case of a Purchaser receiving a payment under any Transaction Document, other than a U.S. Person, that is claiming the benefits of an income tax treaty to which the United States of America is a party (1) with respect to payments of interest under this Agreement, IRS Form W-8BEN (or IRS Form W-8BEN-E, as applicable) establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the "interest" article of such tax treaty and (2) with respect to any other

applicable payments under this Agreement, IRS Form W-8BEN (or IRS Form W-8BEN-E, as applicable) establishing an exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(C) in the case of a Purchaser receiving a payment under any Transaction Document, other than a U.S. Person, for whom payments under this Agreement constitute income that is effectively connected with such Purchaser's conduct of a trade or business in the United States of America, IRS Form W-8ECI;

(D) in the case of a Purchaser receiving a payment under any Transaction Document, other than a U.S. Person, claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, both (1) IRS Form W-8BEN (or IRS Form W-8BEN-E, as applicable) and (2) a certificate to the effect that such Purchaser is not (x) a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (y) a "10 percent shareholder" of the Seller within the meaning of Section 881(c)(3)(B) of the Code or (z) a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (each, a "U.S. Tax Compliance Certificate");

(E) in the case of a Purchaser receiving a payment under any Transaction Document, other than a U.S. Person, that is not the beneficial owner of payments made under this Agreement (including a partnership or a participating Purchaser), (1) an IRS Form W-8IMY on behalf of itself and (2) the relevant forms prescribed in clauses (A), (B), (C), (D) and (F) of this paragraph (f)(ii) that would be required of each such beneficial owner, partner of such partnership or participant if such beneficial owner, partner or participant were a Purchaser; provided that if such Purchaser is a partnership and one or more of its partners are claiming the exemption for portfolio interest under Section 881(c) of the Code, such Purchaser may provide a U.S. Tax Compliance Certificate on behalf of such partners; or

(F) any other form prescribed by law as a basis for claiming exemption from, or a reduction of, U.S. Federal withholding Tax, together with such supplementary documentation as shall be necessary to enable each Withholding Agent to determine the amount of Tax (if any) required by Applicable Law to be withheld.

(iii) If a payment received by a Purchaser under any Transaction Document would be subject to U.S. Federal withholding Tax imposed by FATCA if such Purchaser were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Purchaser shall deliver to any Withholding Agent, at the time or times prescribed by law and at such time or times reasonably requested by such Withholding Agent, such documentation prescribed by applicable law (including as prescribed by Section

1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by such Withholding Agent as may be necessary for such Withholding Agent to comply with its obligations under FATCA, to determine that such Purchaser has or has not complied with such Purchaser's obligations under FATCA and, as necessary, to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (f)(iii), "FATCA" shall include any and all amendments made to FATCA after the date of this Agreement and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with FATCA.

(g) Treatment of Certain Refunds. If any Affected Person determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section (including additional amounts paid pursuant to this Section), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of such Affected Person and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). In the event such Affected Person is required to repay such refund to the relevant Governmental Authority, such indemnifying party shall repay to such Affected Person , upon the request of the related Group Agent on behalf of such Affected Person (or in the event such indemnifying party is the Seller, in accordance with Section 3.01(a) beginning on the Settlement Date following the Fiscal Month during which the Seller has received such request), the amount of the refund paid by such Affected Person to such indemnifying party pursuant to the prior sentence (plus any penalties, interest or other charges imposed by the relevant Governmental Authority). Notwithstanding anything to the contrary in this paragraph, in no event will any Affected Person be required to pay any amount to any indemnifying party pursuant to this paragraph if such payment would place such Affected Person in a less favorable position (on a net after-Tax basis) than such Affected Person would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require any Affected Person to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) Survival. Each party's obligations under this Section 4.03 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Purchaser Party or any other Affected Person, the termination of the Commitments and the repayment, satisfaction or discharge of all the Seller obligations and any Servicer's obligations hereunder.

(i) Intended Tax Treatment. Notwithstanding anything to the contrary herein or in any other Transaction Document, all parties to this Agreement covenant and agree to treat each Investment under this Agreement as debt (and all Yield as interest) for all U.S. federal, state, local and franchise tax purposes and agree not to take any position on any tax return inconsistent with the foregoing.

(j) References to Applicable Law. All references to Applicable Law in this Section 4.03 shall be deemed to include FATCA.

SECTION 4.04. Inability to Determine ~~LMIR~~Rates; Increased Costs; Change in Legality.

~~(a) If any Group Agent shall have determined (which determination shall be conclusive and binding upon the parties hereto) on any day, by reason of circumstances affecting the interbank Eurodollar market, either that: (i) U.S. Dollar deposits in the relevant amounts and for the relevant day are not available, (ii) adequate and reasonable means do not exist for ascertaining the LIBOR Rate for such day or (iii) the LIBOR Rate determined pursuant hereto does not accurately reflect the cost to the applicable Affected Person (as conclusively determined by such Group Agent) of maintaining any Portion of Capital during such day, such Group Agent shall promptly give telephonic notice of such determination, confirmed in writing, to the Seller on such day. Upon delivery of such notice: (i) no Portion of Capital shall be funded thereafter at the Bank Rate determined by reference to the LIBOR Rate unless and until such Group Agent shall have given notice to the Seller that the circumstances giving rise to such determination no longer exist and (ii) with respect to any outstanding Portion of Capital then funded at the Bank Rate determined by reference to the LIBOR Rate, such Bank Rate shall automatically and immediately be converted to the Bank Rate determined by reference to the Base Rate.~~

(a) If, at any time:

(i) the Administrative Agent shall have determined (which determination shall be conclusive and binding absent manifest error) that none of the then-available Benchmarks can be determined by it in accordance with this Agreement; or

(ii) the Majority Group Agents determine that for any reason none of the then-available Benchmarks adequately and fairly reflect the cost to the Purchasers in their Groups of funding, establishing or maintaining their Portions of Capital during the applicable Yield Period or that none of the then-available Benchmarks adequately and fairly reflect the cost to the Purchasers in their Groups of funding, establishing or maintaining their Portions of Capital, and such Majority Group Agents have provided notice of such determination to the Administrative Agent;

then the Administrative Agent shall have the rights specified in Section 4.04(c).

(b) ~~If on any day, any Group Agent shall have been notified by any Affected Person that such Affected Person has determined (which determination shall be final and conclusive) that any Change in Law, or compliance by such Affected Person with any Change in Law, shall make it unlawful or impossible for such Affected Person to fund or maintain~~Change in Legality. If at any time any Purchaser or any Governmental Authority shall have determined or any Governmental Authority shall have asserted that the making, maintenance or funding of any Investment (or any Portion of Capital ~~at or~~thereof) accruing Yield by reference to ~~the LIBOR Rate, such Group Agent shall notify the Seller and the Administrative Agent thereof. Upon receipt of such notice, until the applicable Group Agent notifies the Seller and the Administrative Agent that the circumstances giving rise to such determination no longer apply, (i) no Portion of Capital shall be funded at or by reference to the LIBOR Rate and (ii) the Yield for any outstanding portions of Capital then funded at the Bank Rate determined by reference to~~

~~the LIBOR Rate shall automatically and immediately be converted to the Bank Rate determined by reference to the Base Rate.~~any of the available Benchmarks or the determination or charging of Yield by reference to any of the then-available Benchmarks has been made unlawful as a result of a Change in Law, then the such Purchaser shall have the rights specified in Section 4.04(c) and (d).

(c) Administrative Agent's and Purchaser's Rights. In the case of any event specified in Section 4.04(a), the Administrative Agent shall promptly so notify each Group Agent and the Seller thereof, and in the case of an event specified in Section 4.04(b), such Purchaser shall promptly so notify the Administrative Agent and endorse a certificate to such notice as to the specific circumstances of such notice, and the Administrative Agent shall promptly send copies of such notice and certificate to the other Purchasers, each Group Agent and the Seller.

Upon such date as shall be specified in such notice (which shall not be earlier than the date such notice is given), the obligation of (i) the Purchasers, in the case of such notice given by the Administrative Agent, or (ii) such Group Agents, in the case of such notice given by the Majority Group Agents, to allow the Seller to select, convert to, renew or continue any Capital accruing Yield by reference to any of the then-available Benchmarks shall be suspended (to the extent of the affected Benchmarks or Yield Period) until the Administrative Agent shall have later notified the Seller, or the Majority Group Agents shall have later notified the Administrative Agent, of the Administrative Agent's or the Majority Group Agent's, as the case may be, determination that the circumstances giving rise to such previous determination no longer exist.

Upon a determination by the Administrative Agent under Section 4.04(a), (A) if the Seller has previously delivered an Investment Request for an affected Investment that has not yet been made and the Seller has not elected to revoke such Investment Request, any Portion of Capital subject to such Investment Request for which the Yield Rate would have been determined by reference to one of the then-available Benchmarks shall instead be determined by reference to the Base Rate and (B) any outstanding Portions of Capital for which the Yield Rate is being determined by reference to one of the then-available Benchmarks shall instead be determined by reference to the Base Rate commencing on the next Benchmark Determination Date for such Benchmark.

(d) If any Purchaser notifies the Administrative Agent of a determination under Section 4.04(b) above, at the option of the Seller, either (i) any outstanding Portions of Capital of such Purchaser for which the Yield Rate is being determined by reference to one of the then-available Benchmarks shall instead be determined by reference to the Base Rate or (ii) the Seller shall repay, without penalty, any outstanding Portions of Capital of such Purchaser for which the Yield Rate is being determined by reference to one of the then-available Benchmarks, along with any related Breakage Fee.

SECTION 4.05. Back-Up Security Interest.

(a) If, notwithstanding the intent of the parties stated in Section 2.01(c), the sale, assignment and transfer of any Sold Assets to the Administrative Agent (for the ratable benefit of the Purchasers) hereunder (including pursuant to Section 2.01(b)) is not treated as a sale for all purposes (except as provided in Sections 2.01(d) and 13.14), then such sale, assignment and transfer of such Sold Assets shall be treated as the grant of a security interest by the Seller to the Administrative Agent (for the ratable benefit of the Purchasers) to secure the payment and performance of all the Seller's obligations to the Administrative Agent, the Purchasers and the other Secured Parties hereunder and under the other Transaction Documents (including all Seller Obligations). Therefore, as security for the performance by the Seller of all the terms, covenants and agreements on the part of the Seller to be performed under this Agreement or any other Transaction Document, including the punctual payment when due of the Aggregate Capital and all Yield and all other Seller Obligations, the Seller (i) hereby affirms its grant of a security interest pursuant to the Prior Agreement in the portion of Collateral (as defined in the Prior Agreement) comprised of the Sold Assets and (ii) hereby grants to the Administrative Agent for its benefit and the ratable benefit of the Secured Parties, a continuing security interest in, all of the Seller's right, title and interest in, to and under all of the Sold Assets, whether now or hereafter owned, existing or arising.

(b) The Administrative Agent (for the benefit of the Secured Parties) shall have, with respect to all the Sold Assets, and in addition to all the other rights and remedies available to the Administrative Agent (for the benefit of the Secured Parties), all the rights and remedies of a secured party under any applicable UCC. The Seller hereby authorizes the Administrative Agent (for the benefit of the Secured Parties) to file financing statements describing the collateral covered thereby as "all of the debtor's personal property or assets" or words to that effect, notwithstanding that such wording may be broader in scope than the collateral described in this Agreement.

(c) For the avoidance of doubt, (i) the grant of security interest pursuant to this Section 4.05 shall be in addition to, and shall not be construed to limit or modify, the sale of Sold Assets pursuant to Section 2.01(b) or the Seller's grant of security interest pursuant to Section 14.09, (ii) nothing in Section 2.01 shall be construed as limiting the rights, interests (including any security interest), obligations or liabilities of any party under this Section 4.05, and (iii) subject to the foregoing clauses (i) and (ii), this Section 4.05 shall not be construed to contradict the intentions of the parties set forth in Section 2.01(c).

SECTION 4.06. Mitigation Obligations; Replacement of Affected Persons.

(a) If any Affected Person requests compensation under Section 4.01, or if the Seller is required to pay any additional amount to any Affected Person or to any Governmental Authority for the account of any Affected Person pursuant to Section 4.03, or if the Yield Rate for any Portion of Capital is determined by reference to the Base Rate as a result of the delivery of a notice by an Affected Person under Section 4.04, then such Affected Person shall (at the request of the Seller) use commercially reasonable efforts to designate a different lending office for funding or booking the related Investments hereunder or to assign and delegate (or cause to be assigned and delegated) such Affected Person's rights and obligations hereunder to another office, branch or Affiliate of such Affected Person if, in the judgment of such Affected Person, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 4.01 ~~or~~, 4.03 or 4.04, as the case may be, in the future and (ii) would not subject such Affected Person to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Affected Person. The Seller hereby agrees to pay all reasonable out of pocket costs and expenses incurred by any Affected Person in connection with any such designation or assignment and delegation.

(b) If (i) any Affected Person requests compensation under Section 4.01, (ii) the Seller is required to pay any additional amount to any Affected Person or any Governmental Authority for the account of any Affected Person pursuant to Section 4.03, (iii) the Yield Rate for any Portion of Capital is determined by reference to the Base Rate as a result of the delivery of a notice by an Affected Person under Section 4.04, (iv) any Affected Person has become a Defaulting Purchaser Party or (~~iv~~v) any Affected Person has failed to consent to a proposed amendment, waiver, discharge or termination that requires the consent of each Group Agent (or the Group Agent of each affected Group) and with respect to which the Majority Group Agents shall have or would have granted their consent (any such Affected Person identified in clause (iv), a "Non-Consenting Affected Person"), then the Seller may, at its sole expense and effort, upon notice to the related Group Agent and the Administrative Agent, require such Group Agent to cause the related Affected Person to assign and delegate, without recourse (in accordance with and subject to all applicable transfer restrictions), all its interests, rights and obligations under this Agreement and the other Transaction Documents to another appropriate Person (which, in the case of a Purchaser, shall be an Eligible Assignee) that shall acquire such interest or, in the case of a Committed Purchaser, assume such Committed Purchaser's obligations (which assignee may, in each case, be an existing Purchaser); provided that (A) the Seller shall have received the prior written consent of the Administrative Agent and the Majority Group Agents, which consent shall not unreasonably be withheld (provided that no such consent from a Non-Consenting Affected Person or its Affiliates shall be required, and any Non-Consenting Affected Person and its Affiliates shall be excluded from any determination of the Majority Group Agents for such purpose), (B) such Affected Person, if a Purchaser, shall have received payment of an amount equal to its outstanding Capital and, if applicable, accrued Yield and Fees thereon and all other amounts then owing to it hereunder from the assignee or the Seller, (C) in the case of any such assignment and delegation resulting from a claim for compensation under Section 4.01 ~~or~~, payments required to be made pursuant to Section 4.03 or accrual of Yield based on the Base Rate pursuant to Section 4.04, such assignment is expected to result in a reduction in such compensation or payments for future periods and (D) in the case of any such assignment and delegation resulting from the failure of an Affected Person to provide a consent, the assignee shall have given such consent and, as a result of such assignment and delegation and any contemporaneous assignments and delegations and consents, the applicable amendment, waiver, discharge or termination can be effected. An Affected Person shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver or consent by such Affected Person or otherwise, the circumstances entitling the Seller to require such assignment and delegation have ceased to apply.

SECTION 4.07. ~~Successor LIBOR Rate~~Benchmark Replacement Setting.

~~(a) Announcements Related to LIBOR. On March 5, 2021, the ICE Benchmark Administration, the administrator of LIBOR (the "IBA") and the U.K. Financial Conduct Authority, the regulatory supervisor for the IBA, announced in a public statement the future cessation or loss of representativeness of overnight/Spot Next, 1-week, 1-month, 2-month, 3-month, 6-month and 12-month USD LIBOR tenor settings (collectively, the "Cessation~~

~~Announcements"). The parties hereto acknowledge that, as a result of the Cessation Announcements, a Benchmark Transition Event occurred on March 5, 2021 with respect to USD LIBOR under clauses (1) and (2) of the definition of Benchmark Transition Event below; provided however, no related Benchmark Replacement Date occurred as of such date.~~

(~~b~~a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Transaction Document, if a Benchmark Transition Event~~, an Early Opt-in Election or an Other Benchmark Rate Election, as applicable,~~ and its related Benchmark Replacement Date have occurred prior to ~~the Reference Time in respect of~~ any setting of the then-current Benchmark, then (~~x~~A) if a Benchmark Replacement is determined in accordance with clause (1) ~~or~~of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Transaction Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Transaction Document and (B) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Transaction Document in respect of ~~such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Transaction Document and (y) if a Benchmark Replacement is determined in accordance with clause (3) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Transaction Document in respect of~~ any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Group Agents without any amendment to, or further action or consent of any other party to, this Agreement or any other Transaction Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from ~~Group Agents~~Purchasers comprising the Majority Group Agents.

(~~c~~b) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make ~~Benchmark Replacement~~ Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Transaction Document, any amendments implementing such ~~Benchmark Replacement~~ Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Transaction Document.

(~~d~~c) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Seller and the Group Agents of (~~i) any occurrence of a Benchmark Transition Event, a Term SOFR Transition Event, an Early Opt-in Election, or an Other Benchmark Rate Election, as applicable, and its related Benchmark Replacement Date, (ii~~A) the implementation of any Benchmark Replacement, and (~~iii~~B) the effectiveness of any ~~Benchmark Replacement~~ Conforming Changes~~, (iv)~~ in connection with the use, administration, adoption, or implementation of a Benchmark Replacement. The Administrative Agent will notify the Seller of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to paragraph (~~e~~iv) below and (~~v~~y) the commencement ~~or conclusion~~ of any Benchmark

Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Group Agent (or Majority Group Agents) pursuant to this Section 4.07, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Transaction Document~~,~~ except, in each case, as expressly required pursuant to this Section 4.07.

(~~e~~d) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Transaction Document, at any time (including in connection with the implementation of a Benchmark Replacement), (~~i~~A) if the then-current Benchmark is a term rate ~~(including Term SOFR or USD LIBOR)~~or based on a term rate and either (~~A~~I) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (~~B~~II) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will ~~be no longer~~not be representative, then the Administrative Agent may modify the definition of "Yield Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor; and (~~ii~~B) if a tenor that was removed pursuant to ~~subclause~~clause (~~i~~A) above either (~~A~~I) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (~~B~~II) is not, or is no longer, subject to an announcement that it is not or will ~~no longer~~not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Yield Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(~~f~~e) Benchmark Unavailability Period. Upon the Seller's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to all of the then-available Benchmarks, the Seller may revoke any ~~request for an~~pending Investment ~~(or~~Request for a Portion of Capital ~~thereof) accruing~~that would accrue Yield based on ~~USD LIBOR~~,any such Benchmarks or conversion to or continuation of ~~Investments~~any Portion of Capital accruing Yield ~~(or Capital thereof)~~ based on ~~USD LIBOR~~any such Benchmarks to be made, converted or continued during any Benchmark Unavailability Period and, failing that, ~~the Seller will be deemed to have converted any such request into a request for an Investment of or conversion to Investments accruing Yield under the Base Rate. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate.~~ any Portion of Capital subject to such Investment Request for which the Yield Rate would have been determined by reference to one of the then-available Benchmarks shall instead be determined by reference to the Base Rate.

~~(g) Term SOFR Transition Event. Notwithstanding anything to the contrary herein or in any other Transaction Document and subject to the proviso below in this paragraph, if a Term SOFR Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (i) the~~

applicable Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder or under any Transaction Document in respect of such Benchmark setting (the "Secondary Term SOFR Conversion Date") and subsequent Benchmark settings, without any amendment to, or further action or consent of any other party to, this Agreement or any other Transaction Document; and (ii) Capital outstanding on the Secondary Term SOFR Conversion Date accruing yield based on the then-current Benchmark shall be deemed to have been converted to Capital accruing yield at the Benchmark Replacement with a tenor approximately the same length as the yield payment period of the then-current Benchmark; provided that, this paragraph (g) shall not be effective unless the Administrative Agent has delivered to the Group Agents and the Seller a Term SOFR Notice. For the avoidance of doubt, the Administrative Agent shall not be required to deliver a Term SOFR Notice after a Term SOFR Transition Event and may do so in its sole discretion.

(h) Certain Defined Terms. As used in this Section 4.07:

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then current Benchmark is a term rate or is based on a term rate, any tenor for such Benchmark that is or may be used for determining the length of any Yield Period pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Yield Period" pursuant to paragraph (e) of this Section 4.07, or (y) if the then current Benchmark is not a term rate nor based on a term rate, any payment period for yield calculated with reference to such Benchmark pursuant to this Agreement as of such date. For the avoidance of doubt, the Available Tenor for LMIR is one month.

"Benchmark" means, initially, USD LIBOR; provided that if a Benchmark Transition Event, a Term SOFR Transition Event, an Early Opt-in Election, or an Other Benchmark Rate Election, as applicable, and its related Benchmark Replacement Date have occurred with respect to USD LIBOR or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to paragraph (b) of this Section 4.07.

"Benchmark Replacement" means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(1) the sum of: (a) Term SOFR and (b) the related Benchmark Replacement Adjustment;

(2) the sum of: (a) Daily Simple SOFR and (b) the related Benchmark Replacement Adjustment;

(3) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Seller as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due

consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for U.S. Dollar-denominated syndicated credit facilities at such time and (b) the related Benchmark Replacement Adjustment;

provided that, in the case of clause (1), such Unadjusted Benchmark Replacement is displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion; provided, further, that, in the case of an Other Benchmark Rate Election, the "Benchmark Replacement" shall mean the alternative set forth in clause (3) above and when such clause is used to determine the Benchmark Replacement in connection with the occurrence of an Other Benchmark Rate Election, the alternate benchmark rate selected by the Administrative Agent and the Seller shall be the term benchmark rate that is used in lieu of a USD LIBOR-based rate in relevant other U.S. Dollar-denominated syndicated credit facilities; provided, further, that, with respect to a Term SOFR Transition Event, on the applicable Benchmark Replacement Date, the "Benchmark Replacement" shall revert to and shall be determined as set forth in clause (1) of this definition. If the Benchmark Replacement as determined pursuant to clause (1), (2) or (3) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Transaction Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor for any setting of such Unadjusted Benchmark Replacement:

(1) for purposes of clauses (1) and (2) of the definition of "Benchmark Replacement," the applicable amount(s) set forth below:

Available Tenor	Benchmark Replacement Adjustment
One-Week	0.03839% (3.839 basis points)
One-Month	0.11448% (11.448 basis points)
Two-Months	0.18456% (18.456 basis points)
Three-Months	0.26161% (26.161 basis points)
Six-Months	0.42826% (42.826 basis points)

* These values represent the ARRC/ISDA recommended spread adjustment values available here: https://assets.bbhub.io/professional/sites/10/IBOR-Fallbacks-LIBOR-Cessation_Announcement_20210305.pdf

(2) for purposes of clause (3) of the definition of "Benchmark Replacement," the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Seller for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. Dollar-denominated syndicated credit facilities;

provided that, if the then-current Benchmark is a term rate, more than one tenor of such Benchmark is available as of the applicable Benchmark Replacement Date and the applicable Unadjusted Benchmark Replacement will not be a term rate, the Available Tenor of such Benchmark for purposes of this definition of "Benchmark Replacement Adjustment" shall be deemed to be the Available Tenor that has approximately the same length (disregarding business day adjustments) as the payment period for yield calculated with reference to such Unadjusted Benchmark Replacement.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Business Day," the definition of "Yield Period," timing and frequency of determining rates and making payments of yield, timing of investment requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Transaction Documents).

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof);

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the date determined by the Administrative Agent, which date shall promptly follow the date of the public statement or publication of information referenced therein;

(3) in the case of a Term SOFR Transition Event, the date that is set forth in the Term SOFR Notice provided to the Group Agents and the Seller pursuant to this Section 4.07, which date shall be at least 30 days from the date of the Term SOFR Notice; or

(4) in the case of an Early Opt-in Election or an Other Benchmark Rate Election, the sixth (6th) Business Day after the date notice of such Early Opt-in Election or an Other Benchmark Rate Election, as applicable, is provided to the Group Agents, so long as the Administrative Agent has not received, by 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Early Opt-in Election or an Other Benchmark Rate Election, as applicable, is provided to the Group Agents, written notice of objection to such Early Opt-in Election or an Other Benchmark Rate Election, as applicable, from Group Agents comprising the Majority Group Agents.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by a Governmental Authority having jurisdiction over the Administrative Agent, the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction

over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) or a Governmental Authority having jurisdiction over the Administrative Agent announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Transaction Document in accordance with this Section 4.07 and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Transaction Document in accordance with this Section 4.07.

"Corresponding Tenor" with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest or yield payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"Daily Simple SOFR" means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for business loans; provided, that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion.

"Early Opt-in Election" means, if the then-current Benchmark is USD LIBOR, the occurrence of:

(1) a notification by the Administrative Agent to (or the request by the Seller to the Administrative Agent to notify) each of the other parties hereto that at least five currently outstanding U.S. Dollar-denominated syndicated credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate (and such syndicated credit facilities are identified in such notice and are publicly available for review), and

(2) the joint election by the Administrative Agent and the Seller to trigger a fallback from USD LIBOR and the provision by the Administrative Agent of written notice of such election to the Group Agents.

"Floor" means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to USD LIBOR or, if no floor is specified, zero.

"Other Benchmark Rate Election" means, if the then-current Benchmark is USD LIBOR, the occurrence of: (x) either (i) a request by the Seller to the Administrative Agent , or (ii) notice by the Administrative Agent to the Seller, that, at the determination of the Seller or the Administrative Agent, as applicable, U.S. Dollar-denominated syndicated credit facilities at such time contain (as a result of amendment or as originally executed), in lieu of a USD LIBOR based rate, a term benchmark rate that is not a SOFR-based rate as a benchmark rate, and (y) the Administrative Agent, in its sole discretion, and the Seller jointly elect to trigger a fallback from USD LIBOR and the provision, as applicable, by the Administrative Agent of written notice of such election to the Seller and the Group Agents.

"Reference Time" with respect to any setting of the then-current Benchmark means (1) if such Benchmark is USD LIBOR, 11:00 a.m. (London time) on the day that is two London banking days preceding the date of such setting, and (2) if such Benchmark is not USD LIBOR, the time determined by the Administrative Agent in its reasonable discretion.

"Relevant Governmental Body" means the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto.

"SOFR" means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator's Website on the immediately succeeding Business Day.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"Term SOFR" means, for the applicable Corresponding Tenor as of the applicable Reference Time, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

"Term SOFR Notice" means a notification by the Administrative Agent to the Group Agents and the Seller of the occurrence of a Term SOFR Transition Event.

"Term SOFR Transition Event" means the determination by the Administrative Agent that (1) Term SOFR has been recommended for use by the Relevant Governmental Body, and is determinable for each Available Tenor, (2) the administration of Term SOFR is administratively feasible for the Administrative Agent and (3) a Benchmark Transition Event or an Early Opt-in Election, as applicable (and, for the avoidance of doubt, not in the case of an Other Benchmark Rate Election), has previously occurred resulting in a Benchmark Replacement in accordance with Section 4.07 that is not Term SOFR.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"USD LIBOR" means the London interbank offered rate for U.S. Dollars which, for the purposes of this Agreement, shall include LMIR and the Euro Rate.

(i) This Section 4.07 provides a mechanism for determining an alternative rate of interest in the event that the London interbank offered rate is no longer available or in certain other circumstances. The Administrative Agent does not warrant or accept any responsibility for and shall not have any liability with respect to, the administration, submission or any other matter related to the London interbank offered rate or other rates in the definition of LIBOR Rate or with respect to any alternative or successor rate thereto, or replacement rate therefor.

ARTICLE V

CONDITIONS TO EFFECTIVENESS AND INVESTMENTS

SECTION 5.01. Conditions Precedent to Effectiveness and the Initial Investment. This Agreement shall become effective as of the Closing Date when (a) the Administrative Agent shall have received each of the documents, agreements (in fully executed form), opinions of counsel, lien search results, UCC filings, PPSA filings, certificates and other deliverables listed on the closing memorandum attached as Exhibit G hereto, in each case, in form and substance acceptable to the Administrative Agent and (b) all fees and expenses due and payable by any SPV Entity on the Closing Date to the Purchaser Parties have been paid in full in accordance with the terms of the Transaction Documents.

SECTION 5.02. Conditions Precedent to All Investments. Each Investment hereunder on or after the Closing Date shall be subject to the conditions precedent that:

(a) the Seller shall have delivered to the Administrative Agent and each Group Agent an Investment Request for such Investment in accordance with Section 2.02(a);

(b) the Servicers shall have delivered to the Administrative Agent and each Group Agent a pro forma Information Package, reflecting the Aggregate Capital, Total Reserves and the Capital Coverage Amount, each as calculated after giving effect to the proposed Investment;

(c) none of the conditions specified in Section 2.01(i) through (iv) shall exist after giving effect to such Investment;

(d) on the date of such Investment the following statements shall be true and correct (and upon the occurrence of such Investment, each SPV Entity and each Servicer shall be deemed to have represented and warranted that such statements are then true and correct):

(i) the representations and warranties of each SPV Entity and each Servicer contained in Sections 6.01 and 6.02 are true and correct in all material respects on and as of the date of such Investment as though made on and as of such date unless such representations and warranties by their terms refer to an earlier date, in which case they shall be true and correct in all material respects on and as of such earlier date;

(ii) no Termination Event or Unmatured Termination Event has occurred and is continuing, and no Termination Event or Unmatured Termination Event would result from such Investment;

(iii) no Capital Coverage Deficit exists or would exist after giving effect to such Investment; ~~and~~

(iv) the Aggregate Capital exceeds the Minimum Funding Threshold; and

(e) the Maturity Date shall not have occurred.

SECTION 5.03. Conditions Precedent to All Releases. Each Release hereunder on or after the Closing Date shall be subject to the conditions precedent that:

(a) (i) after giving effect to such Release, the Servicers shall be holding in trust for the benefit of the Secured Parties or shall have segregated in a separate account approved by the Administrative Agent, in either case, pursuant to and in accordance with Section 3.01(a), an amount of Collections sufficient to pay the sum of all accrued and unpaid Servicing Fees, Yield, Fees and any Breakage Fees and, the amount of all other non-contingent Seller Obligations that are then due and owing and (ii) no Capital Coverage Deficit shall have existed as of the last day of the most recently ended Fiscal Month;

(b) Each SPV Entity shall use the proceeds of such Release solely to pay the purchase price for Receivables purchased by such SPV Entity in accordance with the terms of the applicable Purchase and Sale Agreement; and

(c) on the date of such Release the following statements shall be true and correct (and upon the occurrence of such Release, each SPV Entity and each Servicer shall be deemed to have represented and warranted that such statements are then true and correct):

(i) the representations and warranties of such SPV Entity and such Servicer contained in Sections 6.01 and 6.02 are true and correct in all material respects on and as of the date of such Release as though made on and as of such date unless such representations and warranties by their terms refer to an earlier date, in which case they shall be true and correct in all material respects on and as of such earlier date;

(ii) no Termination Event has occurred and is continuing, and no Termination Event would result from such Release; and

(iii) the Maturity Date has not occurred.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

SECTION 6.01. Representations and Warranties of the SPV Entities. Each SPV Entity represents and warrants as of the Closing Date, as of each day on which an Investment or Release shall have occurred and as of each Settlement Date occurring prior to the Final Payout Date or acceleration under Article XI:

(a) Organization and Good Standing. The Seller is a limited liability company and validly existing in good standing under the laws of the State of Delaware and has full power and authority to own its properties and to conduct its business as such properties are currently owned and such business is presently conducted. The Limited Partnership is a limited partnership duly formed and validly existing under the laws of the Province of Ontario, Canada, and has full power and authority to own its properties and to conduct its business as such properties are currently owned and such business is presently conducted. The Canadian GP is the sole general partner for the Limited Partnership and is a corporation, validly existing in good standing under the laws of the Province of Ontario, Canada, and has full power and authority to act as the general partner of the Limited Partnership.

(b) Due Qualification. Such Person is duly qualified to do business, is in good standing as a foreign entity and has obtained all necessary licenses and approvals in all jurisdictions in which the conduct of its business requires such qualification, licenses or approvals, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(c) Power and Authority; Due Authorization. Such Person (i) has all necessary power and authority to (A) execute and deliver this Agreement and the other Transaction Documents to which it is a party, (B) perform its obligations under this Agreement and the other Transaction Documents to which it is a party and (C) grant a security interest in the Sold Assets and Pledged Collateral to the Administrative Agent on the terms and subject to the conditions herein provided and (ii) has duly authorized by all necessary limited liability company, limited partnership or corporate action, as applicable, such grant and the execution, delivery and performance of, and the consummation of the transactions provided for in, this Agreement and the other Transaction Documents to which it is a party.

(d) Binding Obligations. This Agreement and each of the other Transaction Documents to which such Person is a party constitutes legal, valid and binding obligations of such Person, enforceable against such Person in accordance with their respective terms, except (i) as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) as such enforceability may be limited by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(e) No Conflict or Violation. The execution, delivery and performance of, and the consummation of the transactions contemplated by, this Agreement and the other Transaction Documents to which it is a party, and the fulfillment of the terms hereof and thereof, will not (i) violate any of the terms or provisions of, or constitute (with or without notice or lapse of time or both) a default under its organizational documents or any material agreement or instrument to which such Person is a party or by which it or any of its properties is bound, (ii) result in the creation or imposition of any Adverse Claim upon any of the Sold Assets and Pledged Collateral pursuant to the terms of any agreement to which such Person is a party or by which it or any of its properties is bound or (iii) violate in any material respect any Applicable Law.

(f) Litigation and Other Proceedings. (i) There is no action, suit, proceeding or investigation pending or, to the knowledge of such Person based on written notice received by it, threatened, against such Person before any Governmental Authority and (ii) such Person is not subject to any order, judgment, decree, injunction, stipulation or consent order of or with any Governmental Authority that, in the case of either of the foregoing clauses (i) and (ii), (A) asserts the invalidity of this Agreement or any other Transaction Document, (B) seeks to prevent the grant of a security interest in any Sold Assets and Pledged Collateral by such Person to the Administrative Agent, the ownership or acquisition by such Person of any Pool Receivables or other Sold Assets and Pledged Collateral or the consummation of any of the transactions contemplated by this Agreement or any other Transaction Document, (C) seeks any determination or ruling that would reasonably be expected to materially and adversely affect the performance by such Person of its obligations under, or the validity or enforceability of, this Agreement or any other Transaction Document or (D) individually or in the aggregate for all such actions, suits, proceedings and investigations would reasonably be expected to have a Material Adverse Effect.

(g) Governmental Approvals. Except where the failure to obtain or make such authorization, consent, order, approval or action would not reasonably be expected to have a Material Adverse Effect, all authorizations, consents, orders and approvals of, or other actions by, any Governmental Authority that are required to be obtained by such Person in connection with the grant of a security interest in the Sold Assets and Pledged Collateral to the Administrative Agent hereunder or the due execution, delivery and performance by such Person of this Agreement or any other Transaction Document to which it is a party and the consummation by such Person of the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party have been obtained or made and are in full force and effect.

(h) Margin Regulations. Such Person is not engaged, principally or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meanings of Regulations T, U and X of the Board of Governors of the Federal Reserve System).

(i) Taxes.

(i) Each SPV Entity has filed all material Tax returns required by Applicable Law to have been filed by it and has paid all material Taxes required by Applicable Law to be paid by it, other than any such Taxes that are being contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP have been established.

(ii) The Seller is, and has at all relevant times been, classified as a disregarded entity for U.S. federal income tax purposes and has not made any election under U.S. Treasury Regulation § 301.7701-3 to be classified as anything other than a disregarded entity that is disregarded as separate from a U.S. Person. The Seller is not subject to any Tax in any jurisdiction outside the United States. The Seller is not subject to any material amount of Taxes imposed by a state or local taxing authority. The Canadian Guarantor is not subject to any withholding Tax or net income Tax in Canada.

(iii) The Limited Partnership is, and at all relevant times has been since formation, a “Canadian partnership” for the purposes of the Income Tax Act (Canada). Neither the Limited Partnership nor the Canadian GP is subject to any Tax in any jurisdiction outside Canada. The Limited Partnership is not and has not at any relevant time been a “SIFT partnership” as defined in Part IX.1 of the Income Tax Act (Canada).

(j) Solvency. After giving effect to the transactions contemplated by this Agreement and the other Transaction Documents, such Person is Solvent.

(k) Jurisdiction of Organization; Legal Name. The Seller’s sole jurisdiction of organization is the State of Delaware and such jurisdiction has not changed within the four months prior to the date of this Agreement. The legal name of the Seller is NCR Receivables LLC. The sole jurisdiction or organization of the Limited Partnership is the Province of Ontario, Canada, and the sole jurisdiction of organization of the Canadian GP is the Province of Ontario, Canada, neither such jurisdiction has changed since its formation. The legal name of the Limited Partnership is NCR Canada Receivables LP and the legal name of the Canadian GP is NCR Canada Receivables GP Corp.

(l) Investment Company Act. Such Person is not, and is not controlled by, an "Investment company" registered or required to be registered under the Investment Company Act. Such Person is not a "covered fund" under Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, and the applicable rules and regulations thereunder (the "Volcker Rule"). In determining that such Person is not a "covered fund" under the Volcker Rule, although other exemptions or exclusions under the Investment Company Act may apply, such Person relies on the exemption from the definition of "investment company" set forth in Section 3(c)(5) of the Investment Company Act and does not rely solely on the exemption from the definition of "investment company" set forth in Section 3(c)(1) and/or 3(c)(7) of the Investment Company Act.

(m) No Material Adverse Effect. Since the date of formation of such Person there has been no Material Adverse Effect with respect to such Person.

(n) Accuracy of Information. All Information Packages, Investment Requests, certificates, reports, statements, documents and other information furnished or caused to be furnished to the Administrative Agent or any other Purchaser Party by such Person or by any Servicer on such Person's behalf pursuant to any provision of this Agreement or any other Transaction Document, or in connection with or pursuant to any amendment or modification of, or waiver under, this Agreement or any other Transaction Document, is, at the time the same are so furnished, true and correct in all material respects on the date the same are furnished to the Administrative Agent or such other Purchaser Party (other than forward-looking or projected information, with respect to which no representation or warranty is made, and otherwise as subsequently corrected as the Administrative Agent or such other Purchaser Party, as applicable, have deemed acceptable), and when taken as a whole, and in light of the circumstances in which and the purposes for which they were furnished, do not contain any material misstatement of fact or omit to state a material fact or any fact necessary to make the statements contained therein not misleading.

(o) Sanctions and other Anti-Terrorism Laws. No: (i) Covered Entity: (x) is a Sanctioned Person, nor any employees, officers, directors, affiliates, consultants, brokers or agents acting on a Covered Entity's behalf in connection with this Agreement is a Sanctioned Person; (y) directly, or indirectly through any third party, engages in any transactions or other dealings with any Sanctioned Person or Sanctioned Jurisdiction, or which otherwise are prohibited by any Applicable Laws of the United States or Applicable Laws of other applicable jurisdictions relating to economic sanctions and other Anti-Terrorism Laws; (ii) Pledged Collateral or Sold Asset is Embargoed Property.

(p) Transaction Information. None of such Persons nor any Affiliate of any such Persons acting on its behalf has delivered any Transaction Information to any Rating Agency without providing such Transaction Information to the applicable Group Agent prior to delivery to such Rating Agency. None of such Persons nor any Affiliate of any such Person acting on its behalf has participated in any oral communications with any Rating Agency in which such Person or such Affiliate has provided any Transaction Information without the participation of the applicable Group Agent.

(q) Perfection Representations.

(i) This Agreement creates a valid and continuing security interest (as defined in the applicable UCC or PPSA) in such Person's right, title and interest in, to and under the Sold Assets and Pledged Collateral.

(ii) The security interest of the Administrative Agent (for the benefit of the Secured Parties) in the Sold Assets and Pledged Collateral has been perfected (or solely with respect to the Closing Date and the initial Investments and initial Releases hereunder will be perfected on or prior to the fifth Business Day following the Closing Date).

(iii) The Receivables included in any calculation of the Capital Coverage Amount (x) if a U.S. Receivable, constitute "accounts" or "general intangibles" or "tangible chattel paper" within the meaning of Section 9-102 of the UCC and (y) if a Canadian Receivable, constitutes an "account" within the meaning of the PPSA.

(iv) The Seller owns and has good and marketable title (or in the case of U.S. Receivables constituting Sold Receivables, owned and had good and marketable title immediately prior to its sale thereof) to the U.S. Receivables and Related Security free and clear of any Adverse Claim. The Canadian Guarantor owns and has good and marketable equitable title to the Canadian Receivables and all Related Security with respect to the Canadian Receivables, free and clear of any Adverse Claim of any Person.

(v) All appropriate financing statements, financing statement amendments, continuation statements, financing change statements and similar filings have been filed (or, solely with respect to the Closing Date and the initial Investments and initial Releases hereunder, will be filed on or prior to the fifth Business Day following the Closing Date) in the proper filing office in the appropriate jurisdictions under Applicable Law in order to perfect (and continue the perfection of) the sale of the Pool Receivables and Related Security from each Originator to such Person pursuant to the applicable Purchase and Sale Agreement and the Quebec Assignment Agreement and the Administrative Agent's security interest in the Sold Assets and Pledged Collateral.

(vi) Other than the security interest granted to the Administrative Agent pursuant to this Agreement, such Person has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Sold Assets and Pledged Collateral except as permitted by this Agreement and the other Transaction Documents. Such Person has not authorized the filing of and is not aware of any financing statements or similar filings filed against such Person that include a description of collateral covering the Sold Assets and Pledged Collateral other than any financing statement (i) in favor of the Administrative Agent, (ii) that has been terminated or (iii) that has been addressed in a manner consented to in writing by the Administrative Agent and each Group Agent. Such Person is not aware of any judgment lien, ERISA lien or tax lien filings against such Person that have not been addressed in a manner consented to in writing by the Administrative Agent and each Group Agent.

(vii) The U.S. Servicer is holding all chattel paper evidencing Pool Receivables in its possession or control as bailee for the Secured Parties and the Seller at the locations identified in Schedule IV, in the Electronic Invoice System or in other electronic document management systems (which may include document storage systems provided by third party vendors used in the ordinary course of the U.S. Servicer's business).

(r) The Lock-Boxes and Lock-Box Accounts.

(i) Nature of Lock-Box Accounts. Each U.S. Collection Account constitutes a "deposit account" within the meaning of the applicable UCC.

(ii) Ownership. Each U.S. Lock-Box and U.S. Collection Account is in the name of the Seller, and the Seller owns and has good and marketable title to the U.S. Collection Accounts free and clear of any Adverse Claim. On and after the First Post-Closing Date, each Canadian Lock-Box and Canadian Collection Account will be or is in the name of the Canadian Guarantor, and the Canadian Guarantor owns and will have or has good and marketable title to the Canadian Collection Accounts free and clear of any Adverse Claim.

(iii) Control. Such Person has delivered, or in the case of the New Lock-Box Accounts, will have delivered on or prior to the First Post-Closing Date, to the Administrative Agent a fully executed Lock-Box Agreement relating to each Lock-Box and Lock-Box Account, pursuant to which each applicable Lock-Box Bank has agreed to comply with the instructions originated by the Administrative Agent directing the disposition of funds in such Lock-Box and Lock-Box Account without further consent by such Person, any Servicer or any other Person.

(iv) Instructions. Except for the New Lock-Box Accounts, neither the Lock-Boxes nor the Lock-Box Accounts are in the name of any Person other than the Seller or Canadian Guarantor. In the case of the New Lock-Box Accounts, on and after the First Post-Closing Date, such Lock-Box Accounts and the related Lock-Boxes will be in the name of the Canadian Guarantor. Since the Closing Date (or in the case of the New Lock-Box Accounts, since the First Post-Closing Date), neither such Person nor any Servicer has consented to the applicable Lock-Box Bank complying with instructions of any other Person other than the Administrative Agent.

(s) Ordinary Course of Business. Each remittance of Collections by or on behalf of such Person to the Purchaser Parties under this Agreement will have been (i) in payment of a debt incurred by such Person in the ordinary course of business or financial affairs of such Person and (ii) made in the ordinary course of business or financial affairs of such Person.

(t) Compliance with Applicable Law. Such Person has complied in all material respects with all Applicable Laws to which it is subject.

(u) Bulk Sales Act. No transaction contemplated by this Agreement requires compliance by it with any bulk sales act or similar law.

(v) Eligible Receivables. Each Receivable included as an Eligible Receivable in the calculation of the Net Receivables Pool Balance in any Information Package or in connection with any Investment or Release is an Eligible Receivable as of the date of such Information Package, Investment or Release.

(w) Opinions. The facts regarding such Person, any Servicer, each Originator, the Pool Receivables, the Related Security and the related matters set forth or assumed in the opinions of counsel relating to true sale and substantive non-consolidation matters delivered in connection with this Agreement and the Transaction Documents are true and correct in all material respects.

(x) Liquidity Coverage Ratio. Such Person has not issued any LCR Restricted Interests except in accordance with Section 7.01(v). Such Person further represents and warrants that it is a consolidated subsidiary of NCR under generally accepted accounting principles.

(y) Beneficial Ownership Rule. As of the Closing Date, the Seller is an entity that is organized under the laws of the United States or of any state and is a Majority Owned Subsidiary of a Listed Entity and is excluded on that basis from the definition of "Legal Entity Customer" as defined in the Beneficial Ownership Rule.

(z) Service of Process. Solely with respect to the Canadian Guarantor, under the Applicable Laws of Canada, neither Canadian Guarantor nor any of its respective revenues, assets or properties has any right of immunity from service of process or from the jurisdiction of competent courts of Canada or the United States or the State of New York in connection with any suit, action, litigation, arbitration or proceeding, attachment prior to judgment, attachment in aid of execution of a judgment or execution of a judgment or from any other legal process with respect to its obligations under this Agreement.

Notwithstanding any other provision of this Agreement or any other Transaction Document, the representations and warranties contained in this Section shall survive until the Final Payout Date.

SECTION 6.02. Representations and Warranties of the Servicers. Each Servicer represents and warrants as of the Closing Date, as of each day on which an Investment or Release shall have occurred and as of each Settlement Date occurring prior to the Final Payout Date or acceleration under Article XI:

(a) Organization and Good Standing. The U.S. Servicer is a duly organized and validly existing corporation in good standing under the laws of the State of Maryland, with the power and authority under its organizational documents and under the laws of the State of Maryland to own its properties and to conduct its business as such properties are currently owned and such business is presently conducted. The Canadian Servicer is a duly organized and validly existing unlimited company in good standing under the laws of the Province of Nova Scotia, with the power and authority under its organizational documents and under the laws of the Province of Nova Scotia to own its properties and to conduct its business as such properties are currently owned and such business is presently conducted.

(b) Due Qualification. Such Person is duly qualified to do business, is in good standing as a foreign entity and has obtained all necessary licenses and approvals in all jurisdictions in which the conduct of its business or the servicing of the Pool Receivables as required by this Agreement requires such qualification, licenses or approvals, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(c) Power and Authority; Due Authorization. Such Person has all necessary power and authority to (i) execute and deliver this Agreement and the other Transaction Documents to which it is a party and (ii) perform its obligations under this Agreement and the other Transaction Documents to which it is a party and the execution, delivery and performance of, and the consummation of the transactions provided for in, this Agreement and the other Transaction Documents to which it is a party have been duly authorized by such Person by all necessary corporate action.

(d) Binding Obligations. This Agreement and each of the other Transaction Documents to which it is a party constitutes legal, valid and binding obligations of such Person, enforceable against such Person in accordance with their respective terms, except (i) as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) as such enforceability may be limited by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(e) No Conflict or Violation. The execution and delivery of this Agreement and each other Transaction Document to which such Person is a party, the performance of the transactions contemplated by this Agreement and the other Transaction Documents and the fulfillment of the terms of this Agreement and the other Transaction Documents by such Person will not (i) violate any of the terms or provisions of, or constitute (with or without notice or lapse of time or both) a default under, the organizational documents of such Person or any material agreement or instrument to which such Person is a party or by which it or any of its property is bound, (ii) result in the creation or imposition of any Adverse Claim upon any of its properties pursuant to the terms of any such agreement to which such Person is a party or by which it or any of its properties is bound or (iii) conflict with or violate any Applicable Law, except to the extent that any such default, Adverse Claim or violation would not reasonably be expected to have a Material Adverse Effect.

(f) Litigation and Other Proceedings. There is no action, suit, proceeding or investigation pending, or to the knowledge of such Person based on written notice received by it threatened, against such Person before any Governmental Authority: (i) asserting the invalidity of this Agreement or any of the other Transaction Documents; (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement or any other Transaction Document; or (iii) seeking any determination or ruling that would reasonably be expected to materially and adversely affect the performance by such Person of its obligations under, or the validity or enforceability of, this Agreement or any of the other Transaction Documents.

(g) No Consents. Such Person is not required to obtain the consent of any other party or any consent, license, approval, registration, authorization or declaration of or with any Governmental Authority in connection with the execution, delivery, or performance of this Agreement or any other Transaction Document to which it is a party that has not already been obtained or the failure of which to obtain would not reasonably be expected to have a Material Adverse Effect.

(h) Compliance with Applicable Law. Such Person (i) has maintained in effect all qualifications required under Applicable Law as are necessary to properly service the Pool Receivables and (ii) has complied in all material respects with all Applicable Law in connection with servicing the Pool Receivables.

(i) Accuracy of Information. All Information Packages, Investment Requests, certificates, reports, statements, documents and other information prepared or caused to be prepared by, or prepared at the direction of, such Person and furnished by it to the Administrative Agent or any other Purchaser Party pursuant to any provision of this Agreement or any other Transaction Document, or in connection with or pursuant to any amendment or modification of, or waiver under, this Agreement or any other Transaction Document, is, at the time the same are so furnished, true and correct in all material respects on the date the same are furnished to the Administrative Agent or such other Purchaser Party (other than forward-looking or projected information, with respect to which no representation or warranty is made, and otherwise as subsequently corrected as the Administrative Agent or such other Purchaser Party, as applicable, have deemed acceptable), and when taken as a whole, and in light of the circumstances in which and the purposes for which they were furnished, do not contain any material misstatement of fact or omit to state a material fact or any fact necessary to make the statements contained therein not misleading.

(j) Location of Records. The offices where such Person keeps all of its records relating to the servicing of the Pool Receivables are located at the addresses set forth in Schedule IV.

(k) Credit and Collection Policy. With respect to each Pool Receivable, such Person has complied in all material respects with the Credit and Collection Policy.

(l) Eligible Receivables. Each Receivable included as an Eligible Receivable in the calculation of the Net Receivables Pool Balance in any Information Package or in connection with any Investment or Release was an Eligible Receivable as of the date of such Information Package, Investment or Release.

(m) Servicing Programs. No license or approval is required for the Administrative Agent's use of any software or other computer program used by such Person, any Originator or any Sub-Servicer in the servicing of the Pool Receivables, other than those which have been obtained and are in full force and effect.

(n) Servicing of Pool Receivables. Since the date of NCR's most recent annual report on form 10-K filed under the Exchange Act, there has been no material adverse change in the ability of such Person to service and administer the collection of the Pool Receivables.

(o) No Material Adverse Effect. Since the date of NCR's most recent annual report on form 10-K filed under the Exchange Act, there has been no Material Adverse Effect on such Person.

(p) Investment Company Act. Such Person is not an "investment company," or a company "controlled" by an "investment company," within the meaning of the Investment Company Act.

(q) No Sanctions. No: (a) Covered Entity: (i) is a Sanctioned Person, nor any employees, officers, directors, affiliates, consultants, brokers or agents acting on a Covered Entity's behalf in connection with this Agreement is a Sanctioned Person; (ii) directly, or indirectly through any third party, engages in any transactions or other dealings with any Sanctioned Person or Sanctioned Jurisdiction, or which otherwise are prohibited by any Applicable Laws of the United States or Applicable Laws of other applicable jurisdictions relating to economic sanctions and other Anti-Terrorism Laws; (b) Sold Asset or Pledged Collateral is Embargoed Property.

(r) Transaction Information. Neither such Person nor any Affiliate of such Person acting on its behalf has delivered any Transaction Information to any Rating Agency without providing such Transaction Information to the applicable Group Agent prior to delivery to such Rating Agency. Neither such Person nor any Affiliate of such Person acting on its behalf has participated in any oral communications with any Rating Agency in which such Person or such Affiliate has provided any Transaction Information without the participation of the applicable Group Agent.

(s) Financial Condition. The consolidated balance sheets of such Person and its consolidated Subsidiaries as of June 30, 2021 and the related statements of income and shareholders' equity of such Person and its consolidated Subsidiaries for the fiscal quarter then ended, copies of which have been furnished to the Administrative Agent and the Group Agents, present fairly in all material respects the consolidated financial position of such Person and its consolidated Subsidiaries for the period ended on such date, all in accordance with GAAP.

(t) Bulk Sales Act. No transaction contemplated by this Agreement requires compliance by it with any bulk sales act or similar law.

(u) Taxes. Such Person has filed all material Tax returns required by Applicable Law to have been filed by it and has paid all material Taxes required by Applicable Law to be paid by it, other than any such Taxes that are being contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP have been established.

(v) Opinions. The facts regarding the Seller, Canadian Guarantor, such Person, each Originator, the Pool Receivables, the Related Security and the related matters set forth or assumed in the opinions of counsel relating to true sale and substantive non-consolidation matters delivered in connection with this Agreement and the Transaction Documents are true and correct in all material respects.

(w) Chattel Paper. The U.S Servicer holds all chattel paper in its possession or control that evidence Pool Receivables as bailee for the Secured Parties and the Seller, and shall not transfer possession or control of such chattel paper to any third party without the consent of the Administrative Agent and the Group Agents. All such chattel paper is held at the locations identified in Schedule IV, in the Electronic Invoice System or in other electronic document management systems (which may include document storage systems provided by third party vendors used in the ordinary course of the U.S. Servicer's business).

(x) Service of Process. Solely with respect to the Canadian Servicer, under the Applicable Laws of Canada, neither the Canadian Servicer, nor any of its revenues, assets or properties has any right of immunity from service of process or from the jurisdiction of competent courts of Canada or the United States or the State of New York in connection with any suit, action, litigation, arbitration or proceeding, attachment prior to judgment, attachment in aid of execution of a judgment or execution of a judgment or from any other legal process with respect to its obligations under this Agreement.

(y) Canadian Defined Benefit Plan. No Canadian Originator has sponsored, maintained, contributed to, or otherwise incurred liability under any Canadian Defined Benefit Plan.

(z) Canadian Tax Residency. No Canadian Originator is a non-resident of Canada for purposes of the Income Tax Act (Canada).

Notwithstanding any other provision of this Agreement or any other Transaction Document, the representations contained in this Section shall survive until the Final Payout Date.

ARTICLE VII
COVENANTS

SECTION 7.01. Covenants of the SPV Entities. At all times from the Closing Date until the Final Payout Date:

(a) Payment of Principal and Yield. The Seller shall duly and punctually pay Capital, Yield, Fees and all other amounts payable by the Seller hereunder in accordance with the terms of this Agreement.

(b) Existence. The Seller shall keep in full force and effect its existence and rights as a limited liability company under the laws of the State of Delaware. The Limited Partnership shall keep in full force and effect its existence and rights as a limited partnership formed under the laws of the Province of Ontario, Canada, and the Canadian GP shall keep in full force and effect its existence and rights as a corporation under the laws of the Province of

Ontario, Canada. Each SPV Entity shall obtain and preserve its qualification to do business in each jurisdiction in which such qualification is necessary to protect the validity and enforceability of this Agreement, the other Transaction Documents and the Sold Assets and Pledged Collateral.

(c) Financial and Other Reporting. Each SPV Entity will maintain a system of accounting established and administered in accordance with GAAP, and each SPV Entity (or any Servicer on its behalf) shall furnish to the Administrative Agent and each Group Agent:

(i) Annual Financial Statements of each SPV Entity. Promptly upon completion and in no event later than 90 days after the close of each fiscal year of each SPV Entity, annual unaudited financial statements of such SPV Entity certified by a Financial Officer of such SPV Entity that they fairly present in all material respects, in accordance with GAAP, the financial condition of such SPV Entity as of the date indicated and the results of its operations for the periods indicated.

(ii) Information Packages. (A) As soon as available and in any event not later than three (3) Business Days prior to each Monthly Settlement Date, an Information Package as of the most recently completed Fiscal Month~~.~~ and (B) upon ten Business Days' written request of any Purchaser, a written report in form and substance reasonably satisfactory to such Purchaser setting forth the Specifically Reserved Maintenance Revenue Amount as of the most recently completed calendar month; provided, however, that prior to the occurrence of a Level 1 Ratings Trigger, no SPV Entity shall be required to prepare any such report more frequently than once per calendar quarter.

(iii) Other Information. Within a reasonable time following any such request, such additional information regarding the Pool Receivables or the operations, business or financial condition of any SPV Entity, any Servicer or any Originator as the Administrative Agent or any Group Agent may from time to time reasonably request as it deems reasonably necessary to protect the interests of the Administrative Agent, the Group Agents or the other Secured Parties with respect to the Pool Receivables or their respective rights and remedies under the Transaction Documents.

(iv) Quarterly Financial Statements of the Servicers. As soon as available and in no event later than 45 days following the end of each of the first three fiscal quarters in each of the Servicers' fiscal years, (i) the unaudited consolidated balance sheet and statements of income of each Servicer and its consolidated Subsidiaries as at the end of such fiscal quarter and the related unaudited consolidated statements of earnings and cash flows for such fiscal quarter and for the elapsed portion of the fiscal year ended with the last day of such fiscal quarter, in each case setting forth comparative figures for the corresponding fiscal quarter in the prior fiscal year, all of which shall be certified by a Financial Officer of each Servicer that they fairly present in all material respects, in accordance with GAAP, the financial condition of each Servicer and its consolidated Subsidiaries as of the dates indicated and the results of their operations for the periods indicated, subject to normal year-end audit adjustments and the absence of footnotes and (ii) management's discussion and analysis of the important operational and financial developments during such fiscal quarter.

(v) Annual Financial Statements of the Servicers. Within 90 days after the close of each of the Servicers' fiscal years, the consolidated balance sheet of each Servicer and its consolidated Subsidiaries as at the end of such fiscal year and the related consolidated statements of earnings and cash flows for such fiscal year setting forth comparative figures for the preceding fiscal year, all reported on by independent certified public accountants of recognized national standing (without a "going concern" or like qualification or exception) to the effect that such consolidated financial statements present fairly in all material respects, in accordance with GAAP, the financial condition of each Servicer and its consolidated Subsidiaries as of the dates indicated and the results of their operations for the periods indicated.

(vi) Other Reports and Filings. Promptly (but in any event within ten days) after the filing or delivery thereof, copies of all financial information, proxy materials and reports, if any, which any Servicer or any of its consolidated Subsidiaries shall publicly file with the SEC or deliver to holders (or any trustee, agent or other representative therefor) of any of its material Debt pursuant to the terms of the documentation governing the same.

(vii) Notwithstanding anything herein to the contrary, any financial information, proxy statements or other material required to be delivered pursuant to this paragraph (c) shall be deemed to have been furnished to each of the Administrative Agent and each Group Agent on the date that such report, proxy statement or other material is posted on the SEC's website at www.sec.gov.

(d) Notices. Each SPV Entity (or a Servicer on its behalf) will notify the Administrative Agent and each Group Agent in writing of any of the following events promptly upon (but in no event later than two (2) Business Days after) a Financial Officer learning of the occurrence thereof, with such notice describing the same, and if applicable, the steps being taken by the Person(s) affected with respect thereto:

(i) Notice of Termination Events. A statement of a Financial Officer of each SPV Entity describing any Termination Event or Unmatured Termination Event that has occurred and is continuing and the action, if any, which each SPV Entity proposes to take with respect thereto.

(ii) Litigation. The institution of any litigation, arbitration proceeding or governmental proceeding against any SPV Entity, any Servicer or any Originator, which with respect to any Person other than such each SPV Entity, would reasonably be expected to have a Material Adverse Effect.

(iii) Adverse Claim. Any Person shall obtain an Adverse Claim upon the Sold Assets and Pledged Collateral or any portion thereof (including with respect to any Lock-Box, Lock-Box Account and any Collections).

(iv) Name Changes. At least thirty (30) days (or such shorter period agreed to by the Administrative Agent in writing) before any change in any Originator's or any SPV Entity's name, jurisdiction of organization or formation, registered office, chief executive office, or principal place of business, its addition of a French name or any other change requiring the amendment of UCC financing statements or PPSA financing statements or other similar filings under any Applicable Law, a notice setting forth such changes and the proposed effective date thereof.

(v) Change in Accounting Policy. Any material change in any accounting policy of any SPV Entity or any Originator that would reasonably be expected to affect the transactions contemplated by this Agreement or any other Transaction Document (it being understood that any change to the manner in which any Originator accounts for the Pool Receivables shall be deemed "material" for such purpose).

(vi) Purchase and Sale Termination Date. The occurrence of any Purchase and Sale Termination Date with respect to all remaining Originators under, and as defined in, any Purchase and Sale Agreement.

(vii) Material Adverse Effect. Promptly after the occurrence thereof, notice of any Material Adverse Effect.

(e) Conduct of Business. Except as otherwise expressly permitted under the Transaction Documents (including pursuant to and in accordance with Section 7.01(l)), each SPV Entity will carry on and conduct its business in substantially the same manner and in substantially the same fields of enterprise as it is presently conducted. Each SPV Entity will do all things necessary to remain duly organized, validly existing and in good standing as a domestic organization in its jurisdiction of organization and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted except where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

(f) Compliance with Applicable Laws. Each SPV Entity will comply with all Applicable Laws to which it may be subject, except where the failure to so comply would not reasonably be expected to have a Material Adverse Effect.

(g) Furnishing of Information and Inspection of Receivables. Each SPV Entity will furnish or cause to be furnished to the Administrative Agent and each Group Agent from time to time such information with respect to the Pool Receivables and the other Sold Assets and Pledged Collateral as the Administrative Agent or any Group Agent may reasonably request. Each SPV Entity will, during regular business hours and with reasonable prior written notice, permit the Administrative Agent and each Group Agent, their respective agents or representatives and/or certified public accountants or other auditors acceptable to the Administrative Agent, to: (A) examine and make copies of and abstracts from all books and records relating to the Pool Receivables or other Sold Assets and Pledged Collateral, (B) visit the offices and properties of such SPV Entity for the purpose of examining such books and records, (C) discuss matters relating to the Pool Receivables, the other Sold Assets and Pledged Collateral or such SPV Entity's performance hereunder or under the other Transaction Documents to which it is a party with any of the officers, directors, employees or independent public accountants of

such SPV Entity, to the extent reasonably available, having knowledge of such matters and (D) conduct a review of its books and records with respect to such Pool Receivables and other Sold Assets and Pledged Collateral (each inspection and audit described in clauses (A) though (D) above, an "Inspection"). Each SPV Entity shall reimburse the Administrative Agent and the Group Agents for their reasonable out-of-pocket costs and expenses incurred in connection with one such Inspection per twelve-month period (which Inspection shall include any related inspections of any Servicer and any Originators) and the Administrative Agent and Group Agents will each bear their own costs and expenses for any additional Inspections during such twelve-month period; provided, that each SPV Entity shall also reimburse the Administrative Agent and the Group Agents for their reasonable out-of-pocket costs and expenses incurred in connection with any additional Inspections that the Administrative Agent and the Group Agents deem desirable to conduct while any Termination Event has occurred and is continuing. In connection with any such Inspection, (1) to the extent no applicable confidentiality agreement is already in place with respect to such Person, each Person conducting such Inspection (including any third party certified public accounting firms or auditing firms) shall have agreed in writing to maintain the confidentiality of any SPV Entity's and its Affiliates' confidential non-public information on terms reasonably acceptable to the parties thereto (it being understood that terms substantially comparable to the terms of confidentiality agreements previously agreed to by any SPV Entity or its Affiliates with respect to inspections of the Receivables shall be reasonably acceptable) and (2) the Administrative Agent and the Group Agents shall conduct, and shall cause their respective agents, representatives, accountants and auditors to conduct, such Inspection in a commercially reasonable manner so as to minimize any burden (financial or otherwise) on any SPV Entity and its Affiliates and any disruption to the business and operations of any SPV Entity and its Affiliates (it being understood and agreed that an Inspection conducted in a substantially similar manner and scope as that conducted by the Administrative Agent prior to the Closing Date shall be deemed commercially reasonable).

(h) Payments on Pool Receivables; Lock-Box Accounts. Each SPV Entity (or a Servicer on its behalf) will, and will cause each Originator to, instruct all Pool Obligors to deliver all payments on the Pool Receivables to a Lock-Box Account or a Lock-Box. Each SPV Entity (or a Servicer on its behalf) will, and will cause each Originator to, maintain such books and records necessary to identify Collections received from time to time on Pool Receivables and necessary to segregate such Collections from other property of the Servicers and the Originators. If any Collections are received by such SPV Entity, a Servicer or an Originator other than in a Lock-Box Account, it shall hold such payments in trust for the benefit of the Administrative Agent (for the benefit of the Secured Parties) and promptly (but in any event within two (2) Business Days after receipt) remit such funds into a Lock-Box Account. If any funds other than Collections (or other proceeds of the Sold Assets and Pledged Collateral) are deposited into any Lock-Box Account, each SPV Entity (or a Servicer on its behalf) will, within two (2) Business Days, identify and transfer such funds to the appropriate Person entitled to such funds. Each SPV Entity shall only add a Lock-Box Account (or a related Lock-Box) or a Lock-Box Bank to those listed on Schedule II to this Agreement, if the Administrative Agent has received notice of such addition and an executed and acknowledged copy of a Lock-Box Agreement (or an amendment thereto) in form and substance acceptable to the Administrative Agent from the applicable Lock-Box Bank (or pursuant to other arrangements consented to in writing by the Administrative Agent and each Group Agent). No SPV Entity shall terminate a Lock-Box Bank or close a Lock-Box Account (or a related Lock-Box) without the prior written consent of the Administrative Agent.

Notwithstanding the foregoing, the Seller and the U.S. Servicer shall be permitted to (x) instruct Obligors in respect of Subject Cardtronics Receivables to deliver payments on Subject Cardtronics Receivables to the Subject Cardtronics Account so long as such Obligors were directed to pay to the Subject Cardtronics Account prior to the Closing Date, (y) instruct obligors with respect to Excluded Receivables to deliver payments in respect of such Excluded Receivables to a U.S. Collection Account ("Commingled Excluded Receivables") and (z) instruct Obligors in respect of Subject Cardtronics Canada Receivables to deliver payments on Subject Cardtronics Receivables to any deposit account. If a Termination Event or Unmatured Termination Event shall have occurred and is continuing, then the Seller (or the U.S. Servicer on its behalf) shall cause all Collections received in the Subject Cardtronics Account to be transferred into a U.S. Collection Account within two (2) Business Days of receipt. If at any time the Administrative Agent (acting in its sole discretion) so instructs the Seller or U.S. Servicer in writing, the Seller (or the U.S. Servicer on its behalf) shall cause the Subject Cardtronics Account to (i) be assigned or novated from Cardtronics USA, Inc., to the Seller, (ii) become subject to a Lock-Box Agreement and (iii) become, and meet all requirements hereunder for, a Lock-Box Account, in each case, within not more than thirty (30) days after the Seller's or U.S. Servicer's receipt of such notice; provided, however that at (x) at no time shall the aggregate Outstanding Balance of all Eligible Receivables that are Subject Cardtronics Receivables plus the aggregate Outstanding Balance of all Commingled Excluded Receivables exceed 5.0% of the aggregate Outstanding Balance of all Receivables then in the Receivables Pool and (y) the Seller (or the U.S. Servicer on its behalf) shall maintain such books and records necessary to identify and differentiate Collections relating to Subject Cardtronics Receivables and Commingled Excluded Receivables from other Collections and amounts received by it (or an Affiliate thereof).

(i) Sales, Liens, etc. Except as otherwise provided herein, no SPV Entity will sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any Adverse Claim upon or with respect to, any Pool Receivable or other Sold Assets and Pledged Collateral.

(j) Extension or Amendment of Pool Receivables. Except as otherwise permitted in Section 8.02, (i) no SPV Entity will, and will not permit any Servicer to, alter the delinquency status or adjust the Outstanding Balance or otherwise modify the terms of any Pool Receivable in any material respect, or amend, modify or waive, in any material respect, any term or condition of any related Contract that would affect any Pool Receivable and (ii) with respect to each Pool Receivable, each SPV Entity shall comply in all material respects with all provisions, covenants and other promises required to be observed by it under the Credit and Collection Policy and, to the extent material to such Pool Receivable and to the extent not reflected from time to time in the Dilution Amount, the terms of the related Contract.

(k) Change in Credit and Collection Policy. Except to the extent required by Applicable Law (in which case such SPV Entity shall give prompt written notice thereof to the Administrative Agent and each Group Agent), such SPV Entity will not make any change to the Credit and Collection Policy that would reasonably be expected to have a Material Adverse

Effect without the prior written consent of the Administrative Agent and the Majority Group Agents. Promptly following any material change in the Credit and Collection Policy, each SPV Entity will deliver a copy of the updated Credit and Collection Policy identifying such material change to the Administrative Agent and each Group Agent.

(l) Fundamental Changes. Such SPV Entity shall not, without the prior written consent of the Administrative Agent and the Majority Group Agents, permit itself (i) to merge, consolidate or amalgamate with or into, or convey, transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to, any Person or (ii) to be directly owned by any Person other than an Originator. Each SPV Entity shall provide the Administrative Agent with at least 30 days' (or such shorter period agreed to by the Administrative Agent in writing) prior written notice before making any change in the such SPV Entity's name (including the addition of a French name) or location, registered office, domicile or chief executive office or making any other change in such SPV Entity's identity, structure or jurisdiction of formation that would reasonably be expected to impair or otherwise render any UCC financing statement filed pursuant to this Agreement or any other Transaction Document "seriously misleading" as such term (or similar term) is used in the applicable UCC or impair or render ineffective any PPSA financing statement or other similar filing made pursuant to this Agreement or any other Transaction Document; each notice to the Administrative Agent and the Group Agents pursuant to this sentence shall set forth the applicable change and the proposed effective date thereof.

(m) Books and Records. Each SPV Entity shall maintain and implement (or cause a Servicer to maintain and implement) administrative and operating procedures (including an ability to recreate records evidencing Pool Receivables and related Contracts in the event of the destruction of the originals thereof), and keep and maintain (or cause a Servicer to keep and maintain) all documents, books, records, computer tapes and disks and other information reasonably necessary for the servicing of each Pool Receivable (including records adequate to permit the daily identification of each Pool Receivable and all Collections of and adjustments to each existing Pool Receivable).

(n) Identifying of Records. Each SPV Entity shall: (i) identify (or cause a Servicer to identify) its master data processing records relating to Pool Receivables and related Contracts with a legend that indicates that the Pool Receivables have been pledged in accordance with this Agreement and (ii) cause each Originator so to identify its master data processing records with such a legend; provided, that no SPV Entity shall be obligated to include any notation or legend on, or otherwise mark, any Contracts.

(o) Change in Payment Instructions to Pool Obligors. No SPV Entity shall (and shall not permit any Servicer or any Originator to) make any change in its (or their) instructions to the Pool Obligors regarding payments to be made to the Lock-Box Accounts (or any related Lock-Box), other than any instruction to remit payments to a different Lock-Box Account (or any related Lock-Box), unless the Administrative Agent shall have consented to such change in writing.

(p) Security Interest, Etc. Each SPV Entity shall (and shall cause each Servicer to), at its expense, take all action necessary to establish and maintain a valid and enforceable first priority perfected security interest in the Sold Assets and Pledged Collateral, in each case free and clear of any Adverse Claim, in favor of the Administrative Agent (for the benefit of the Secured Parties), including taking such action to perfect, protect or more fully evidence the security interest of the Administrative Agent (on behalf of the Secured Parties) as the Administrative Agent or any Secured Party may reasonably request. In furtherance of the foregoing, each SPV Entity hereby authorizes the Administrative Agent (for the benefit of the Secured Parties) to file such continuations of the financing statements described in Section 4.05 as it deems necessary and appropriate to maintain such perfected security interest. Each SPV Entity shall cause the Servicers, from time to time and within the time limits established by law, to prepare and present to the Administrative Agent for the Administrative Agent's authorization and approval, all financing statements, amendments, continuations, financing change statements or initial financing statements in lieu of a continuation statement or financing change statement, or other filings necessary to continue, maintain and perfect the Administrative Agent's security interest as a first-priority interest. The Administrative Agent's approval of such filings shall authorize such SPV Entity to file such financing statements or other filings under the UCC or PPSA. Notwithstanding anything else in the Transaction Documents to the contrary, no SPV Entity shall have any authority to file a termination, partial termination, release, partial release, discharge, partial discharge or any amendment that deletes the name of a debtor or excludes collateral of any such financing statements or other similar filings filed in connection with the Transaction Documents, without the prior written consent of the Administrative Agent.

(q) Further Assurances. Each SPV Entity hereby authorizes and hereby agrees from time to time, at its own expense, promptly to execute and deliver all further instruments and documents, and to take all further actions, that the Administrative Agent may reasonably request for the purpose of exercising and enforcing the rights and remedies of the Secured Parties under this Agreement or any other Transaction Document.

(r) Certain Amendments. Without the prior written consent of the Administrative Agent and the Majority Group Agents, no SPV Entity (and will not permit any Originator or any Servicer to) amend, modify, waive, revoke or terminate any Transaction Document to which it is a party in any material respect. Without the prior written consent of the Administrative Agent and the Majority Group Agents, Seller will not (and will not permit any Originator or any Servicer to) amend, modify, waive, revoke or terminate the Seller's Limited Liability Company Agreement. Without the prior written consent of the Administrative Agent and the Majority Group Agents, the Seller shall not permit the existence of any other "limited liability company agreement," as defined in the Delaware Limited Liability Company Act, of the Seller, other than the Seller's Limited Liability Company Agreement. Without the prior written consent of the Administrative Agent and the Majority Group Agents, Canadian Guarantor will not (and will not permit any Originator or any Servicer to) amend, modify, waive, revoke or terminate the Canadian Guarantor's Limited Partnership Agreement or the articles of the Canadian GP (or any other organizational documents serving a similar purpose).

(s) Restricted Payments. (i) Except as set forth below, no SPV Entity will: (A) purchase or redeem any of its membership interests, ordinary shares, preferred shares or other Equity Interests, (B) declare or pay any dividend, pay a return of capital, make a distribution to its partners or set aside any funds for any such purpose, (C) prepay, purchase or redeem any Debt other than in accordance with or pursuant to any Transaction Document,

(D) lend or advance any funds or (E) repay any loans or advances to, for or from any of its Affiliates (the amounts described in clauses (A) through (E) being referred to as "Restricted Payments").

(ii) Subject to the limitations set forth in clause (iii) below, any SPV Entity may make Restricted Payments so long as such Restricted Payments are made only in one or more of the following ways: (A) such SPV Entity may make cash payments (including prepayments) on the Subordinated Notes in accordance with their respective terms and (B) such SPV Entity may declare and pay dividends if, both immediately before and immediately after giving effect thereto, the Seller's Net Worth is not less than the Required Capital Amount.

(iii) Any SPV Entity may make Restricted Payments only out of the funds, if any, it receives pursuant to Section 3.01 of this Agreement (or, in the case of the Canadian GP, from any such funds received by it as a permitted distribution from the Limited Partnership); provided that no SPV Entity shall pay, make or declare any Restricted Payment (including any dividend) if, after giving effect thereto, any Termination Event or Unmatured Termination Event shall have occurred and be continuing.

(iv) For the avoidance of doubt, no Release made by any SPV Entity pursuant to Section 5.03 shall be deemed to be a Restricted Payment.

(t) Other Business. No SPV Entity will: (i) engage in any business other than the transactions contemplated by the Transaction Documents, (ii) create, incur or permit to exist any Debt of any kind (or cause or permit to be issued for its account any letters of credit or bankers' acceptances) other than pursuant to this Agreement or the Subordinated Notes or (iii) form any Subsidiary.

(u) Use of Collections Available to such SPV Entity. Each SPV Entity shall apply the Collections available to such SPV Entity for legal and valid purposes in accordance with the applicable terms of the Transaction Documents.

(v) Liquidity Coverage Ratio. No SPV Entity shall during the term of this Agreement issue any LCR Restricted Interests except with the prior written consent of the Administrative Agent and the Majority Group Agents, which consent specifies or acknowledges that the relevant commercial paper or security to be issued is an LCR Restricted Interest.

(w) Transaction Information. No SPV Entity shall deliver any Transaction Information to any Rating Agency without providing such Transaction Information to the applicable Group Agent prior to such delivery, nor permit any of its Affiliate to do so on its behalf. No SPV Entity shall provide any Transaction Information in any oral communications with any Rating Agency without the participation of the applicable Group Agent, nor permit any of its Affiliates to do so on its behalf.

(x) Seller's Net Worth. The Seller shall not permit the Seller's Net Worth to be less than the Required Capital Amount.

(y) Chattel Paper. The Seller shall cause all chattel paper evidencing Pool Receivables held by the U.S. Servicer in its possession or control to be held by the U.S. Servicer as bailee for the Secured Parties and the Seller at the locations identified in Schedule IV, in the Electronic Invoice System or in other electronic document management systems (which may include document storage systems provided by third party vendors used in the ordinary course of the U.S. Servicer's business); provided, however, that following the occurrence and during the continuance of a Termination Event, the Seller shall cause the U.S. Servicer to as promptly as practicable following receipt of written request therefor from the Administrative Agent, (a) provide the Administrative Agent with such access to the Electronic Invoice System, and, to the extent reasonably practicable, such other electronic document management systems, as is necessary to permit the Administrative Agent to identify, monitor and track the chattel paper stored therein, (b) implement such restrictions on the access of the officers, directors, agents and employees of the U.S. Servicer to the Electronic Invoice System as are reasonably necessary to ensure that possession or control of the chattel paper stored therein is not transferred to any third party, and/or (c) use its commercially reasonable efforts to deliver or cause to be delivered all tangible chattel paper to the Administrative Agent; provided, that the foregoing shall be conducted in a manner reasonably calculated to comply with any applicable confidentiality or restrictions on disclosure to which the U.S. Servicer or any Originator is subject (including with respect to Obligor information); and provided, further, that compliance with any such request by the U.S Servicer will not materially impede or adversely affect Collections on, or the collectibility of, the Pool Receivables.

(z) Beneficial Ownership Rule. Promptly after the Seller ceases to be a Majority Owned Subsidiary of a Listed Entity, the Seller shall execute and deliver to the Administrative Agent and each Purchaser, a certification of the Seller as its beneficial owner(s) complying with the Beneficial Ownership Rule, in form and substance reasonably acceptable to the Administrative Agent and each Purchaser.

(aa) Sanctions and other Anti-Terrorism Laws; Anti-Corruption Laws.

(i) Each SPV Entity shall promptly notify the Administrative Agent in writing upon the occurrence of a Reportable Compliance Event. If at any time any Pledged Collateral or Sold Assets becomes Embargoed Property, in addition to all other rights and remedies available to the Purchaser Parties, upon request by the Administrative Agent or any of the Purchasers, such SPV Entity shall provide substitute Pledged Collateral or Sold Assets acceptable to the Administrative Agent and the Purchasers that is not Embargoed Property.

(ii) Each SPV Entity shall not permit a violation of any Anti-Corruption Laws and shall maintain policies and procedures designed to ensure compliance with such Anti-Corruption Laws.

(iii) No SPV Entity shall (a) become a Sanctioned Person or allow its employees, officers, directors, affiliates, consultants, brokers, and agents acting on its behalf in connection with this Agreement to become a Sanctioned Person; (b) directly, or indirectly through a third party, engage in any transactions or other dealings with any Sanctioned Person or Sanctioned Jurisdiction, including any use of the proceeds of the

Investments to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Person or Sanctioned Jurisdiction; (c) repay the Capital or pay any other Seller Obligations with funds derived from any unlawful activity; (d) permit any Sold Asset or Pledged Collateral to become Embargoed Property; or (e) engage in any transactions or other dealings with any Sanctioned Person or Sanctioned Jurisdiction prohibited by any Applicable Laws of the United States or other applicable jurisdictions relating to economic sanctions and any Anti-Terrorism Laws.

(bb) Canadian Defined Benefit Plan. The Canadian Guarantor shall not sponsor, maintain, contribute to, or otherwise incur liability under, any Canadian Defined Benefit Plan.

(cc) Taxes.

(i) The Seller shall file all material Tax returns required by Applicable Law to be filed by it and shall pay all material Taxes required by Applicable Law to be paid by it, other than any such Taxes that are being contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP have been established.

(ii) The Seller shall at all relevant times be classified as a disregarded entity for U.S. federal income tax purposes and shall not made any election under U.S. Treasury Regulation § 301.7701-3 to be classified as anything other than a disregarded entity that is disregarded as separate from a U.S. Person. The Seller shall not become subject to any Tax in any jurisdiction outside the United States. The Seller shall not become subject to any material amount of Taxes imposed by a state or local taxing authority. The Canadian Guarantor shall not become subject to any withholding Tax or net income Tax in Canada.

(dd) Minimum Funding Threshold. The Aggregate Capital shall exceed the Minimum Funding Threshold.

SECTION 7.02. Covenants of the Servicers. At all times from the Closing Date until the Final Payout Date:

(a) Financial Reporting. Each Servicer will maintain a system of accounting established and administered in accordance with GAAP, and the Servicers shall furnish to the Administrative Agent and each Group Agent:

(i) Compliance Certificates. (a) A compliance certificate promptly upon completion of the annual report of the Servicers and in no event later than 90 days after the close of the Servicers' fiscal year, in form and substance substantially similar to Exhibit F signed by its chief accounting officer or treasurer solely in their capacities as officers of each Servicer stating that no Termination Event or Unmatured Termination Event has occurred and is continuing, or if any Termination Event or Unmatured Termination Event has occurred and is continuing, stating the nature and status thereof and (b) within 30 days after the close of each fiscal quarter of the Servicers, a compliance

certificate in form and substance substantially similar to Exhibit F signed by its chief accounting officer or treasurer solely in their capacities as officers of the Servicers stating that no Termination Event or Unmatured Termination Event has occurred and is continuing, or if any Termination Event or Unmatured Termination Event has occurred and is continuing, stating the nature and status thereof.

(ii) Information Packages. (A) As soon as available and in any event not later than three (3) Business Days prior to each Monthly Settlement Date, an Information Package as of the most recently completed Fiscal Month~~.~~ and (B) upon ten Business Days' written request of any Purchaser, a written report in form and substance reasonably satisfactory to the Purchasers setting forth the Specifically Reserved Maintenance Revenue Amount as of the most recently completed calendar month; provided, however, that prior to the occurrence of a Level 1 Ratings Trigger, no Servicer shall be required to prepare any such report more frequently than once per calendar quarter.

(iii) Other Information. Within a reasonable time following any such request, such additional information regarding the servicing of the Pool Receivables or the operations, business or financial condition of any Servicer as the Administrative Agent or any Group Agent may from time to time reasonably request as it deems reasonably necessary to protect the interests of the Administrative Agent, the Group Agents or the other Secured Parties with respect to the Pool Receivables or their respective rights and remedies under the Transaction Documents.

(iv) Notwithstanding anything herein to the contrary, any materials required to be delivered pursuant to this paragraph (a) shall be deemed to have been furnished to each of the Administrative Agent and each Group Agent on the date that such materials are posted on the SEC's website at www.sec.gov.

(b) Notices. Each Servicer will notify the Administrative Agent and each Group Agent in writing of any of the following events promptly upon (but in no event later than two (2) Business Days after) a Financial Officer learning of the occurrence thereof, with such notice describing the same, and if applicable, the steps being taken by the Person(s) affected with respect thereto:

(i) Notice of Termination Events. A statement of a Financial Officer of each Servicer describing any Termination Event or Unmatured Termination Event that has occurred and is continuing and the action, if any, which such Servicer proposes to take with respect thereto.

(ii) Representations and Warranties. The failure of any representation or warranty made or deemed made by any Servicer under this Agreement or any other Transaction Document to be true and correct in any material respect when made.

(iii) Litigation. The institution of any litigation, arbitration proceeding or governmental proceeding against any SPV Entity, any Servicer, or any Originator which would reasonably be expected to have a Material Adverse Effect.

(iv) Adverse Claim. Any Person shall obtain an Adverse Claim upon the Sold Assets and Pledged Collateral or any portion thereof (including with respect to any Lock-Box, Lock-Box Account and any Collections).

(v) Name Changes. At least thirty (30) days (or such shorter period agreed to by the Administrative Agent in writing) before any change in any Originator's or any SPV Entity's name, jurisdiction of organization or formation, registered office, chief executive office, or principal place of business, its addition of a French name or any other change requiring the amendment of UCC financing statements or PPSA financing statements or other similar filings under any Applicable Law, a notice setting forth such changes and the effective date thereof.

(vi) Change in Accounting Policy. Any material change in any accounting policy of any Servicer that would reasonably be expected to affect the transactions contemplated by this Agreement or any other Transaction Document.

(vii) Purchase and Sale Termination Date. The occurrence of a Purchase and Sale Termination Date with respect to all remaining Originators under, and as defined in, any Purchase and Sale Agreement.

(viii) Material Adverse Effect. Promptly after the occurrence thereof, notice of any Material Adverse Effect with respect to any Servicer.

(c) Conduct of Business. Each Servicer will do all things necessary to remain duly incorporated, validly existing and in good standing as a domestic corporation in its jurisdiction of incorporation and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted if the failure to have such authority could reasonably be expected to have a Material Adverse Effect. Except as otherwise permitted under the Transaction Documents, the Servicers will not make any material changes to its servicing practices or the conduct of its business, except to the extent any such change would not reasonably be expected to have a Material Adverse Effect.

(d) Compliance with Applicable Laws. Each Servicer will comply in all material respects with all Applicable Laws to which it may be subject, except where the failure to so comply would not reasonably be expected to have a Material Adverse Effect.

(e) Cooperation with Inspections. Each Servicer will cooperate in connection with any Inspection duly conducted hereunder pursuant to Section 7.01(g), including to permit the Administrative Agent and each Group Agent or their respective agents or representatives and/or certified public accountants or other auditors, during regular business hours and with reasonable prior written notice, to (i) examine and make copies of and abstracts from all books and records relating to the Pool Receivables or other Sold Assets and Pledged Collateral, (ii) visit the offices and properties of any Servicer for the purpose of examining such books and records and (iii) discuss matters relating to the Pool Receivables, the other Sold Assets and Pledged Collateral or any Servicer's performance hereunder or under the other Transaction Documents to which it is a party with any of the officers, directors, employees or independent public accountants of any Servicer, to the extent reasonably available, having knowledge of such matters; and (iv) conduct a review of its books and records with respect to such Pool Receivables and other Sold Assets and Pledged Collateral.

(f) Payments on Pool Receivables; Lock-Box Accounts. Each Servicer will (or will cause each Originator to) instruct all Pool Obligors to deliver all payments on the Pool Receivables to a Lock-Box Account or a Lock-Box. Each Servicer will, and will cause each Originator to, maintain such books and records necessary to identify Collections received from time to time on Pool Receivables and necessary to segregate such Collections received from other property of such Servicer and the Originators. If any Collections are received by such Servicer other than in a Lock-Box Account, it shall hold such payments in trust for the benefit of the Administrative Agent (for the benefit of the Secured Parties) and promptly (but in any event within two (2) Business Days after receipt) remit such funds into a Lock-Box Account. If any funds other than Collections (or other proceeds of the Sold Assets and Pledged Collateral) are deposited into any Lock-Box Account, such Servicer will, within two (2) Business Days, identify and transfer such funds to the appropriate Person entitled to such funds. A Servicer shall only add a Lock-Box Account (or a related Lock-Box), or a Lock-Box Bank to those listed on Schedule II to this Agreement, if the Administrative Agent has received notice of such addition and an executed and acknowledged copy of a Lock-Box Agreement (or an amendment thereto) in form and substance acceptable to the Administrative Agent from the applicable Lock-Box Bank (or pursuant to other arrangements consented to in writing by the Administrative Agent and each Group Agent). A Servicer shall only terminate a Lock-Box Bank or close a Lock-Box Account (or a related Lock-Box) with the prior written consent of the Administrative Agent.

~~Notwithstanding the foregoing, the Seller and the U.S. Servicer shall be permitted to (x) instruct Obligors in respect of Subject Cardtronics Receivables to deliver payments on Subject Cardtronics Receivables to the Subject Cardtronics Account so long as such Obligors were directed to pay to the Subject Cardtronics Account prior to the Closing Date, (y) instruct obligors with respect to Excluded Receivables to deliver payments in respect of such Excluded Receivables to a U.S. Collection Account and (z) instruct Obligors in respect of Subject Cardtronics Canada Receivables to deliver payments on Subject Cardtronics Receivables to any deposit account. If a Termination Event or Unmatured Termination Event shall have occurred and is continuing, then the Seller (or the U.S. Servicer on its behalf) shall cause all Collections received in the Subject Cardtronics Account to be transferred into a U.S. Collection Account within two (2) Business Days of receipt. If at any time the Administrative Agent (acting in its sole discretion) so instructs the Seller or U.S. Servicer in writing, the Seller (or the U.S. Servicer on its behalf) shall cause the Subject Cardtronics Account to (i) be assigned or novated from Cardtronics USA, Inc., to the Seller, (ii) become subject to a Lock-Box Agreement and (iii) become, and meet all requirements hereunder for, a Lock-Box Account, in each case, within not more than thirty (30) days after the Seller's or U.S. Servicer's receipt of such notice; provided, however that at (x) at no time shall the aggregate Outstanding Balance of all Eligible Receivables that are Subject Cardtronics Receivables plus the aggregate Outstanding Balance of all Commingled Excluded Receivables exceed 5.0% of the aggregate Outstanding Balance of all Receivables then in the Receivables Pool and (y) the Seller (or the U.S. Servicer on its behalf) shall maintain such books and records necessary to identify Collections relating to Subject Cardtronics Receivables and Commingled Excluded Receivables from other Collections and amounts received by it (or an Affiliate thereof).~~

(g) Extension or Amendment of Pool Receivables. Except as otherwise permitted in Section 8.02, (i) the Servicers will not alter the delinquency status or adjust the Outstanding Balance or otherwise modify the terms of any Pool Receivable in any material respect, or amend, modify or waive, in any material respect, any term or condition of any related Contract that would affect any Pool Receivable and (ii) with respect to each Pool Receivable, each Servicer shall comply in all material respects with all provisions, covenants and other promises required to be observed by it under the Credit and Collection Policy and, to the extent material to such Pool Receivable and to the extent not reflected from time to time in the Dilution Amount, the terms of the related Contract.

(h) Change in Credit and Collection Policy. Except to the extent required by Applicable Law (in which case each Servicers shall give prompt written notice thereof to the Administrative Agent), the Servicers will not make any change to the Credit and Collection Policy that would reasonably be expected to have a Material Adverse Effect without the prior written consent of the Administrative Agent and the Majority Group Agents. Promptly following any material change in the Credit and Collection Policy, the Servicers will deliver a copy of the updated Credit and Collection Policy identifying such material change to the Administrative Agent and each Group Agent.

(i) Books and Records. Each Servicer will maintain and implement administrative and operating procedures (including an ability to recreate records evidencing Pool Receivables and related Contracts in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records, computer tapes and disks and other information reasonably necessary for the servicing of each Pool Receivable (including records adequate to permit the daily identification of each Pool Receivable and all Collections of and adjustments to each existing Pool Receivable).

(j) Identifying of Records. Each Servicer shall identify its master data processing records relating to Pool Receivables and related Contracts with a legend that indicates that the Pool Receivables have been pledged in accordance with this Agreement; provided, that no Servicer shall not be obligated to include any notation or legend on, or otherwise mark, any Contracts.

(k) Change in Payment Instructions to Pool Obligors. The Servicers shall not (and shall not permit any Sub-Servicer to) make any change in its instructions to the Pool Obligors regarding payments to be made to the Lock-Box Accounts (or any related Lock-Box), other than any instruction to remit payments to a different Lock-Box Account (or any related Lock-Box), unless the Administrative Agent shall have consented to such change in writing.

(l) Security Interest, Etc. Each Servicer shall, at its expense, take all action necessary to establish and maintain a valid and enforceable first priority perfected security interest in the Sold Assets and Pledged Collateral, in each case free and clear of any Adverse Claim, in favor of the Administrative Agent (for the benefit of the Secured Parties), including taking such action to perfect, protect or more fully evidence the security interest of the Administrative Agent (on behalf of the Secured Parties) as the Administrative Agent or any Secured Party may reasonably request. Each Servicer shall, from time to time and within the time limits established by law, prepare and present to the Administrative Agent for the

Administrative Agent's authorization and approval, all financing statements, amendments, continuations, financing change statements or initial financing statements in lieu of a continuation statement or financing change statement, or other filings necessary to continue, maintain and perfect the Administrative Agent's security interest as a first-priority interest. The Administrative Agent's approval of such filings shall authorize such Servicer to file such financing statements or other filings under the UCC or PPSA, as applicable. Notwithstanding anything else in the Transaction Documents to the contrary, the Servicers shall not have any authority to file a termination, partial termination, release, partial release, discharge, partial discharge or any amendment that deletes the name of a debtor or excludes collateral of any such financing statements or other similar filings filed in connection with the Transaction Documents, without the prior written consent of the Administrative Agent.

(m) Further Assurances. Each Servicer hereby agrees from time to time, at its own expense, promptly to execute and deliver all further instruments and documents, and to take all further actions, that the Administrative Agent may reasonably request for the purpose of exercising and enforcing the rights and remedies of the Secured Parties under this Agreement or any other Transaction Document.

(n) Certain Amendments. Without the prior written consent of the Administrative Agent and the Majority Group Agents, the Servicers will not amend, modify, waive, revoke or terminate any Transaction Document to which it is a party in any material respect. Without the prior written consent of the Administrative Agent and the Majority Group Agents, the Servicers will not amend, modify, waive, revoke or terminate the Seller's Limited Liability Agreement. Without the prior written consent of the Administrative Agent and the Majority Group Agents, the Servicers shall not permit the existence of any other "limited liability company agreement," as defined in the Delaware Limited Liability Company Act, of the Seller, other than the Seller's Limited Liability Company Agreement. Without the prior written consent of the Administrative Agent and the Majority Group Agents, Servicers will not (and will not permit any Originator or the Servicers to) amend, modify, waive, revoke or terminate the Canadian Guarantor's Limited Partnership Agreement or the articles of the Canadian GP (or any other organizational documents serving a similar purpose).

(o) Transaction Information. The Servicers shall not deliver any Transaction Information to any Rating Agency without providing such Transaction Information to the applicable Group Agent prior to such delivery, nor permit any of its Affiliate to do so on its behalf. The Servicers shall not provide any Transaction Information in any oral communications with any Rating Agency without the participation of the applicable Group Agent, nor permit any of its Affiliates to do so on its behalf.

(p) Chattel Paper. The U.S. Servicer shall hold all chattel paper in its possession or control that evidence Pool Receivables as bailee for the Secured Parties and the Seller, and shall not transfer possession or control of such chattel paper to any third party without the consent of the Administrative Agent and the Group Agents. All such chattel paper shall be held at the locations identified in Schedule IV, in the Electronic Invoice System or in other electronic document management systems (which may include document storage systems provided by third party vendors used in the ordinary course of the U.S. Servicer's business). During the occurrence and continuation of a Termination Event, the U.S. Servicer shall, as

promptly as practicable following receipt of written request therefor from the Administrative Agent, (a) provide the Administrative Agent with such access to the Electronic Invoice System, and, to the extent reasonably practicable, such other electronic document management systems, as is necessary to permit the Administrative Agent to identify, monitor and track the chattel paper stored therein, (b) implement such restrictions on the access of the officers, directors, agents and employees of the U.S. Servicer to the Electronic Invoice System as are reasonably necessary to ensure that possession or control of the chattel paper stored therein is not transferred to any third party, and/or (c) use its commercially reasonable efforts to deliver or cause to be delivered all tangible chattel paper to the Administrative Agent; provided, that the foregoing shall be conducted in a manner reasonably calculated to comply with any applicable confidentiality or restrictions on disclosure to which the U.S. Servicer or any Originator is subject (including with respect to Obligor information); and provided, further, that compliance with any such request by the U.S. Servicer will not materially impede or adversely affect Collections on, or the collectibility of, the Pool Receivables.

(q) Sanctions and other Anti-Terrorism Laws; Anti-Corruption Laws.

(i) Each Servicer shall promptly notify the Administrative Agent in writing upon the occurrence of a Reportable Compliance Event. If at any time any Pledged Collateral or Sold Assets becomes Embargoed Property, in addition to all other rights and remedies available to the Purchaser Parties, upon request by the Administrative Agent or any of the Purchasers, the Servicers shall provide substitute Pledged Collateral or Sold Assets acceptable to the Administrative Agent and the Purchasers that is not Embargoed Property.

(ii) Each Servicer shall not permit, and shall not cause its respective Subsidiaries to permit, any violation of any Anti-Corruption Laws and shall maintain policies and procedures designed to ensure compliance with such Anti-Corruption Laws.

(iii) The Servicers shall not, and shall not permit any of its Subsidiaries to, (a) become a Sanctioned Person or allow its employees, officers, directors, affiliates, consultants, brokers, and agents acting on its behalf in connection with this Agreement to become a Sanctioned Person; (b) directly, or indirectly through a third party, engage in any transactions or other dealings with any Sanctioned Person or Sanctioned Jurisdiction, including any use of the proceeds of the Investments to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Person or Sanctioned Jurisdiction; (c) repay the Capital or pay any other Seller Obligations with funds derived from any unlawful activity; (d) permit any Sold Assets or Pledged Collateral to become Embargoed Property; or (e) engage in any transactions or other dealings with any Sanctioned Person or Sanctioned Jurisdiction prohibited by any Applicable Laws of the United States or other applicable jurisdictions relating to economic sanctions and any Anti-Terrorism Laws.

(r) Taxes. Such Person shall file all material Tax returns required by Applicable Law to be filed by it and shall pay all material Taxes required by Applicable Law to be paid by it, other than any such Taxes that are being contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP have been established.

SECTION 7.03. Separate Existence of the SPV Entities. Each SPV Entity and each Servicer hereby acknowledges that the Secured Parties, the Group Agents and the Administrative Agent are entering into the transactions contemplated by this Agreement and the other Transaction Documents in reliance upon each SPV Entity's identity as a legal entity separate from any Originator, any Servicer and their Affiliates. Therefore, each SPV Entity and each Servicer shall take all steps specifically required by this Agreement or reasonably required by the Administrative Agent or any Group Agent to continue each SPV Entity's identity as a separate legal entity and to make it apparent to third Persons that such SPV Entity is an entity with assets and liabilities distinct from those of the Originators, any Servicer and any other Person, and is not a division of the Originators, any Servicer, its Affiliates or any other Person. Without limiting the generality of the foregoing and in addition to and consistent with the other covenants set forth herein and in the other Transaction Documents, each of the SPV Entities and each Servicer shall (i) comply with (x) all applicable provisions set forth in Section 9(j) of the Seller's Limited Liability Company Agreement (as amended solely in accordance with this Agreement) and (y) all applicable provisions set forth in Section 3.12 of the Canadian Guarantor's Limited Partnership Agreement (as amended solely in accordance with this Agreement) and in the articles of the Canadian GP, (ii) not take any action inconsistent with the foregoing or contrary to the related matters set forth or assumed in the opinions of counsel relating to true sale and substantive non-consolidation matters and (iii) take such actions as shall be required in order that:

(a) Not fewer than one member of the Seller's board of managers and the Canadian GP's board of directors shall at all times meet the criteria set forth in the definition of "Independent Manager" or "Independent Director", as applicable.

(b) The Seller, the Canadian Guarantor and the Servicers shall (A) give written notice to the Administrative Agent of the election or appointment, or proposed election or appointment, of a new Independent Manager of the Seller or a new Independent Director of the Canadian GP, which notice shall be given not later than ten (10) Business Days prior to the date such appointment or election would be effective (except when such election or appointment is necessary to fill a vacancy caused by the death, disability, or incapacity of the existing Independent Manager, or the failure of such Independent Manager to satisfy the criteria for an Independent Manager set forth in the definition thereof, in which case the Seller or the Canadian Guarantor, as applicable, shall provide written notice of such election or appointment within one (1) Business Day) and (B) with any such written notice, certify to the Administrative Agent that the Independent Manager satisfies the criteria for an Independent Manager set forth in the definition thereof.

(c) The Seller's Limited Liability Company Agreement shall include provisions to the effect that: (A) the Seller's board of managers shall not approve, or take any other action to cause the filing of, a voluntary bankruptcy petition with respect to the Seller unless the Independent Manager shall approve the taking of such action in writing before the taking of such action and (B) such provision and each other provision requiring an Independent Manager cannot be amended without the prior written consent of the Independent Manager.

(d) The Canadian GP's articles shall include provisions to the effect that: (A) the Canadian GP's board of directors shall not approve, or take any other action to cause the filing of, a voluntary bankruptcy petition with respect to the Canadian GP or the Limited Partnership unless the Independent Manager shall approve the taking of such action in writing before the taking of such action and (B) such provision and each other provision requiring an Independent Manager cannot be amended without the prior written consent of the Independent Manager.

(e) The Seller's or the Canadian Guarantor's Independent Manager shall not at any time serve as a trustee in bankruptcy for the Seller, the Canadian GP, the Limited Partnership, any Originator, any Servicer or any of their respective Affiliates.

ARTICLE VIII

ADMINISTRATION AND COLLECTION OF RECEIVABLES

SECTION 8.01. Appointment of the Servicers.

(a) The servicing and administering of collections on the Pool Receivables shall be conducted by the Persons so designated from time to time as the Servicers in accordance with this Section 8.01.

(i) Until the Administrative Agent gives notice to any Servicer (in accordance with this Section 8.01) of the designation of a new Servicer:

(A) solely with respect to the U.S. Receivables, NCR is hereby designated as, and hereby agrees to perform the duties and obligations of, a Servicer pursuant to the terms hereof; and

(B) solely with respect to the Canadian Receivables, NCR Canada Corp. is hereby designated as, and hereby agrees to perform the duties and obligations of, a Servicer for and on behalf of the Canadian Guarantor pursuant to the terms hereof.

(ii) Upon the occurrence of a Termination Event (i) reasonably believed by the Administrative Agent or the Majority Group Agents to have resulted, in whole or in part, due to an act or omission of a Servicer or (ii) with respect to which, in the reasonable determination of the Administrative Agent or the Majority Group Agents, the replacement of a Servicer would be reasonably likely to cure or mitigate such Termination Event or otherwise reduce any losses expected to be suffered by the Administrative Agent or any Secured Party or maximize Collections on the Pool Receivables, then in any such case, the Administrative Agent may (with the consent of the Majority Group Agents) and shall (at the direction of the Majority Group Agents) designate as a Servicer any Person (including itself) to succeed any Servicer or any successor Servicer, on the condition in each case that any such Person so designated shall agree to perform the duties and obligations of a Servicer pursuant to the terms hereof. For the avoidance of doubt, the Administrative Agent shall not have any obligation to designate itself as, or to become, a successor Servicer except in its sole discretion.

(b) Upon the designation of a successor Servicer as set forth in clause (a) above, each applicable existing Servicer agrees that to the extent permitted by Applicable Law it will terminate its activities as a Servicer hereunder in a manner that the Administrative Agent reasonably determines will facilitate the transition of the performance of such activities to the new Servicer. Each applicable existing Servicer shall cooperate with and assist such new Servicer. Such cooperation shall include access to and transfer of records (including all Contracts) related to Pool Receivables and use by the new Servicer of all licenses (or the obtaining of new licenses), hardware or software necessary to collect the Pool Receivables and the Related Security.

(c) Each Servicer acknowledges that, in making its decision to execute and deliver this Agreement, the Administrative Agent and each member in each Group have relied on such Person's agreement to act as a Servicer hereunder. Accordingly, each Servicer agrees that it will not voluntarily resign as a Servicer without the prior written consent of the Administrative Agent and the Majority Group Agents.

(d) A Servicer may delegate its duties and obligations hereunder to any subservicer (each a "Sub-Servicer"); provided, that, in each such delegation: (i) such Sub-Servicer shall agree in writing to perform the delegated duties and obligations of such Servicer pursuant to the terms hereof, (ii) such Servicer shall remain liable for the performance of the duties and obligations so delegated, (iii) each SPV Entity, the Administrative Agent, each Purchaser and each Group Agent shall have the right to look solely to such Servicer for performance, (iv) the terms of any agreement with any Sub-Servicer shall provide that the Administrative Agent may terminate such agreement upon the termination of such Servicer hereunder by giving notice of its desire to terminate such agreement to such Servicer (and such Servicer shall provide appropriate notice to each such Sub-Servicer) and (v) if such Sub-Servicer is neither an Affiliate of NCR nor a collection agent for Defaulted Receivables, the Administrative Agent and the Majority Group Agents shall have consented in writing in advance to such delegation.

(e) If any Servicer is replaced as Servicer hereunder, such Servicer shall take such actions reasonably requested by the Administrative Agent and the successor Servicer to transition the servicing of the applicable Pool Receivables to such successor and to permit the successor Servicer to service the Collections on the applicable Pool Receivables, including, without limitation, providing the Administrative Agent and the successor Servicer with any information and data with respect to the Pool Receivables in the possession of, or reasonably available to, such Servicer or its Affiliates. In connection with any such actions by any Servicer, each SPV Entity shall pay to each Servicer its reasonable out-of-pocket costs and expenses from such SPV Entity's own funds if and when such funds are released to such SPV Entity from time to time pursuant to Section 3.01(a)(~~x~~xi).

SECTION 8.02. Duties of the Servicers.

(a) Each Servicer shall take or cause to be taken all such action as may be necessary or appropriate to service and administer the collection of each Pool Receivable from time to time, all in accordance with this Agreement and all Applicable Laws, with commercially reasonable care and diligence, in accordance with the Credit and Collection Policy in a manner consistent in all material respects with the past practices of the Originators (after taking into consideration the transactions contemplated by the Transaction Documents). Each Servicer shall set aside, for the accounts of each Group, the amount of Collections to which each such Group is entitled in accordance with Article III hereof. Each Servicer may, in accordance with the Credit and Collection Policy and consistent with this Agreement and the other Transaction Documents to which it is a party, take such action, including modifications, waivers or restructurings of Pool Receivables and related Contracts, as such Servicer may reasonably determine to be appropriate to maximize Collections thereof, reflect adjustments expressly permitted under the Credit and Collection Policy or as expressly required under Applicable Laws or the applicable Contract or in a manner that does not adversely affect the Pool Receivables or Collections thereon; provided, that for purposes of this Agreement: (i) such action shall not, and shall not be deemed to, change the number of days such Pool Receivable has remained unpaid from the date of the original due date related to such Pool Receivable, (ii) such action shall not alter the status of such Pool Receivable as a Delinquent Receivable or a Defaulted Receivable and (iii) if a Termination Event has occurred and is continuing, a Servicer may modify, waive or restructure a Pool Receivable (or reflect any related adjustments) only upon the prior written consent of the Administrative Agent. Each Servicer shall hold in trust for each SPV Entity and the Secured Parties all records and documents (including computer tapes or disks) that relate to the Pool Receivables. Notwithstanding anything to the contrary contained herein, if a Termination Event has occurred and is continuing, the Administrative Agent may direct any Servicer to commence or settle any legal action to enforce collection of any Pool Receivable that is a Defaulted Receivable or to foreclose upon or repossess any Related Security with respect to any such Defaulted Receivable.

(b) The Servicers' obligations hereunder shall survive until, and terminate on, the Final Payout Date.

SECTION 8.03. Lock-Box Account Arrangements. Upon the occurrence and during the continuance of a Termination Event, the Administrative Agent may (with the consent of the Majority Group Agents) and shall (upon the direction of the Majority Group Agents) at any time thereafter give notice to each Lock-Box Bank that the Administrative Agent is exercising its rights under the Lock-Box Agreements to do any or all of the following: (a) to have the exclusive ownership and control of the Lock-Box Accounts transferred to the Administrative Agent (for the benefit of the Secured Parties) and to exercise exclusive dominion and control over the funds deposited therein, (b) to have the proceeds that are sent to the respective Lock-Box Accounts redirected pursuant to the Administrative Agent's instructions rather than deposited in the applicable Lock-Box Account and (c) to take any or all other actions permitted under the applicable Lock-Box Agreement. Each SPV Entity hereby agrees that if the Administrative Agent at any time takes any action set forth in the preceding sentence, the Administrative Agent shall have exclusive control (for the benefit of the Secured Parties) of the proceeds (including Collections) of all Pool Receivables and each SPV Entity hereby further agrees to take any other action reasonably requested by the Administrative Agent for the purpose of transferring such control. Any proceeds of Pool Receivables received by any SPV Entity or any Servicer thereafter shall be sent promptly to, or as otherwise instructed by, the Administrative Agent (and until so sent, shall be deemed to be held in trust for the benefit of the Administrative Agent (for the benefit of the Secured Parties)).

SECTION 8.04. Enforcement Rights.

(a) At any time following the occurrence and during the continuation of a Termination Event, until the Final Payout Date:

(i) the Administrative Agent may instruct any SPV Entity or any Servicer to give notice of the Secured Parties' interest in Pool Receivables to each Pool Obligor, which notice shall direct that payments be made directly to the Administrative Agent or its designee (on behalf of the Secured Parties), and such SPV Entity or such Servicer, as the case may be, shall give such notice at the expense of such SPV Entity or such Servicer, as the case may be; provided, that (i) if such SPV Entity or such Servicer, as the case may be, fails to so notify each Pool Obligor within two (2) Business Days following instruction by the Administrative Agent to do so or (ii) at any time following the occurrence of a Termination Event pursuant to Section 9.01(e) or (f), then, in either case, the Administrative Agent (at such SPV Entity's or such Servicer's, as the case may be, expense) may so notify the Pool Obligors;

(ii) the Administrative Agent may request any Servicer to, and upon such request such Servicer shall: (A) assemble all of the records necessary or appropriate to service and administer the collection of the Pool Receivables and the Related Security, and transfer or license to a successor Servicer the use of all software necessary or appropriate to service and administer the collection of the Pool Receivables and the Related Security, and make the same available to the Administrative Agent or its designee (for the benefit of the Secured Parties) and (B) segregate all cash, checks and other instruments received by it from time to time constituting Collections in a manner reasonably acceptable to the Administrative Agent and, promptly upon receipt, remit all such cash, checks and instruments, duly endorsed or with duly executed instruments of transfer, to the Administrative Agent or its designee;

(iii) the Administrative Agent may assume exclusive control of each Lock-Box Account and notify the Lock-Box Banks that the applicable SPV Entity and the applicable Servicer will no longer have any access to the Lock-Box Accounts in accordance with Section 8.03;

(iv) the Administrative Agent may (or, at the direction of the Majority Group Agents shall) replace the Person then acting as a Servicer in accordance with Section 8.01; and

(v) the Administrative Agent may collect any amounts due from an Originator under any Purchase and Sale Agreement or from NCR under any Performance Guaranty.

(b) Each SPV Entity hereby authorizes the Administrative Agent (on behalf of the Secured Parties), and irrevocably appoints the Administrative Agent as its attorney-in-fact with full power of substitution and with full authority in the place and stead of such SPV Entity, which appointment is coupled with an interest, to take any and all steps in the name of the such SPV Entity and on behalf of such SPV Entity necessary or desirable, in the reasonable determination of the Administrative Agent, after the occurrence and during the continuation of a Termination Event, to collect any and all amounts or portions thereof due under any and all Sold Assets and Pledged Collateral, including indorsing the name of such SPV Entity on checks and other instruments representing Collections and enforcing such Sold Assets and Pledged Collateral. Notwithstanding anything to the contrary contained in this subsection, none of the powers conferred upon such attorney-in-fact pursuant to the preceding sentence shall subject such attorney-in-fact to any liability if any action taken by it shall prove to be inadequate or invalid, nor shall they confer any obligations upon such attorney-in-fact in any manner whatsoever.

SECTION 8.05. Responsibilities of the SPV Entities. Anything herein to the contrary notwithstanding, each SPV Entity shall (i) perform all of its obligations, if any, under the Contracts related to the Pool Receivables to the same extent as if interests in such Pool Receivables had not been pledged hereunder, and the exercise by the Administrative Agent, or any other Purchaser Party of their respective rights hereunder shall not relieve such SPV Entity from such obligations and (ii) pay when due any Taxes, including any sales taxes payable in connection with the Pool Receivables and their creation and satisfaction. None of the Purchaser Parties shall have any obligation or liability with respect to any Sold Assets and Pledged Collateral, nor shall any of them be obligated to perform any of the obligations of any SPV Entity, any Servicer or any Originator thereunder.

SECTION 8.06. Servicing Fee.

(a) Subject to clause (b) below, each of the Seller and the Canadian Guarantor shall pay to its Servicer a fee (the "Servicing Fee") equal to 1.00% per annum (the "Servicing Fee Rate") of the daily average aggregate Outstanding Balance of the Pool Receivables for which such Servicer has primary servicing responsibility pursuant to Section 8.01(a). Accrued Servicing Fees shall be payable from Collections to the extent of available funds in accordance with Section 3.01.

(b) Notwithstanding the foregoing and for greater certainty, no Servicing Fee or other consideration with respect to the servicing of the Pool Receivables shall be payable to the Canadian Servicer as long as the Canadian Servicer is NCR Canada Corp. or an Affiliate thereof.

(c) If either Servicer ceases to be NCR, NCR Canada Corp. or an Affiliate of either of them, the Servicing Fee shall be the greater of: (i) the amount calculated pursuant to clause (a) above and (ii) an alternative amount specified by the successor Servicer and agreed to in writing by the Administrative Agent not to exceed 110% of the aggregate reasonable costs and expenses incurred by such successor Servicer in connection with the performance of its obligations as Servicer hereunder.

ARTICLE IX

TERMINATION EVENTS

SECTION 9.01. Termination Events. If any of the following events (each a "Termination Event") shall occur:

(a) Any SPV Entity, any Originator or any Servicer shall fail to make when due any payment or deposit required to be made by it under this Agreement or any other Transaction Document, and such failure, shall continue unremedied for two (2) Business Days;

(b) any representation or warranty made or deemed made by any SPV Entity, any Originator or any Servicer (or any of their respective officers) under or in connection with this Agreement or any other Transaction Document or any information or report delivered by any SPV Entity, any Originator or any Servicer pursuant to this Agreement or any other Transaction Document, shall prove to have been incorrect or untrue in any material respect when made or deemed made or delivered, and such incorrect or untrue representation, warranty, information or report, solely to the extent capable of cure, shall continue unremedied for thirty (30) days;

(c) any SPV Entity, any Originator or any Servicer shall fail to perform or observe any term, covenant or agreement under this Agreement or any other Transaction Document (other than any such failure which would constitute a Termination Event under another clause set forth in this definition of "Termination Event"), and such failure, solely to the extent capable of cure, shall continue unremedied for thirty (30) days;

(d) this Agreement or any security interest granted pursuant to this Agreement or any other Transaction Document shall for any reason cease to create, or for any reason cease to be, a valid and enforceable first priority perfected security interest in favor of the Administrative Agent with respect to the Sold Assets or Pledged Collateral, free and clear of any Adverse Claim;

(e) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of any SPV Entity, any Originator or any Servicer or their respective debts, or of a substantial part of their respective assets, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of an administrator, monitor, receiver, interim receiver, receiver/manager, trustee, custodian, sequestrator, conservator or similar official for any SPV Entity, any Originator or any Servicer or for a substantial part of their respective assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(f) any SPV Entity, any Originator or any Servicer shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of any proceeding or petition described in clause (e) of this Section 9.01, (iii) apply for or consent to the appointment of an administrator, monitor, receiver, interim receiver, receiver/manager, trustee, custodian, sequestrator, conservator or similar official for itself or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding or (v) make a general assignment for the benefit of creditors, or the board of managers (or similar governing body) of any SPV Entity, any Originator or any Servicer (or any committee thereof) shall adopt any resolution or otherwise authorize any action to approve any of the actions referred to above in this clause (f) or clause (e) of this Section 9.01;

(g) a Capital Coverage Deficit shall occur, and shall not have been cured within three (3) Business Days following any SPV Entity's or any Servicer's actual knowledge or receipt of notice thereof;

(h) any Seller, any Originator or any Servicer fails to make any payment (whether of principal or interest) in respect of any Material Indebtedness when and as the same shall become due and payable, after giving effect to any period of grace specified for such payment in the agreement or instrument governing such Material Indebtedness;

(i) any event or condition exists under any Material Indebtedness of the any SPV Entity, any Originator or any Servicer that causes such Material Indebtedness to become due prior to its scheduled maturity or any event or condition exists and continues without waiver or remedy for a period of 30 days that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any such Material Indebtedness or any trustee or agent on its or their behalf to cause such Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that no Termination Event shall arise under this clause (i) due to (i) any secured Material Indebtedness becoming due solely as a result of the voluntary sale or transfer of the assets securing such Material Indebtedness or (ii) any Material Indebtedness that becomes due as a result of a refinancing thereof, in each case, so long as such Material Indebtedness is paid or otherwise satisfied as a result thereof within two Business Days of when due;

(j) any of the following shall occur:

(A) the average Default Ratios for any three consecutive Fiscal Months exceeds 6.00~~4.25~~%;

(B) the average Delinquency Ratios for any three consecutive Fiscal Months exceeds ~~20.00~~17.50%;

(C) the average Dilution Ratios for any three consecutive Fiscal Months exceeds ~~6.00~~4.50%; or

(D) the Days' Sales Outstanding exceeds ~~80~~70 days;

(k) any SPV Entity shall be required to register as an "investment company" within the meaning of the Investment Company Act;

(l) any SPV Entity or any Servicer shall fail to deliver an Information Package pursuant to this Agreement, and such failure shall remain unremedied for three (3) Business Days;

(m) any material provision of this Agreement or any other Transaction Document shall cease to be in full force and effect (except to the extent resulting from an act or omission of any Purchaser Party or any of their respective Affiliates), or any of the any SPV Entity, any Originator or any Servicer (or any of their respective Affiliates) shall so state in writing;

(n) a Change in Control shall occur;

(o) Any Servicer shall resign as Servicer other than in accordance with Section 8.01(c);

(p) Any SPV Entity (or, in the case of the Limited Partnership, the general partner thereof) shall fail at any time (other than for ten (10) Business Days following notice of the death or resignation of any Independent Manager) to have an Independent Manager who satisfies each requirement and qualification specified in this Agreement's definition of "Independent Manager";

(q) either (i) the Internal Revenue Service shall file notice of a lien pursuant to Section 6323 of the Code with regard to any assets of any SPV Entity, any Originator or any Servicer, or (ii) the PBGC shall file notice of a lien pursuant to Section 4068 of ERISA, Section 303(k) of ERISA, or 430(k) of the Code with regard to any of the assets of any SPV Entity or any of its ERISA Affiliates;

(r) (i) the occurrence of a Reportable Event; (ii) the adoption of an amendment to a Pension Plan that would require the provision of security pursuant to Section 401(a)(29) of the Code or Section 307 of ERISA; (iii) the existence with respect to any Multiemployer Plan of an "accumulated funding deficiency" (as defined in Section 431 of the Code or Section 304 of ERISA), whether or not waived; (iv) the failure to satisfy the minimum funding standard under Section 412 of the Code or Section 302 of ERISA with respect to any Pension Plan; (v) the incurrence of any liability under Title IV of ERISA with respect to the termination of any Pension Plan or the withdrawal or partial withdrawal of any SPV Entity or any of its ERISA Affiliates from any Multiemployer Plan; (vi) the receipt by any SPV Entity or any of its ERISA Affiliates from the PBGC or any plan administrator of any notice relating to the intention to terminate any Pension Plan or Multiemployer Plan or to appoint a trustee to administer any Pension Plan or Multiemployer Plan; (vii) the receipt by any SPV Entity or any of its ERISA Affiliates of any notice concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization within the meaning of Title IV of ERISA; (viii) the occurrence of a prohibited transaction with respect to the Seller or any of its ERISA Affiliates (pursuant to Section 4975 of the Code); (ix) the occurrence or existence of any other similar event or condition with respect to a Pension Plan or a Multiemployer Plan, with respect to each of clause (i) through (ix), that either individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect;

(s) a Purchase and Sale Termination Event shall occur under any Purchase and Sale Agreement with respect to all applicable remaining Originators; or

(t) one or more judgments or decrees shall be entered against any SPV Entity, any Originator, or any Servicer, or any Subsidiary of any of the foregoing involving in the aggregate a liability (not paid or to the extent not covered by a reputable and solvent insurance company) and such judgments and decrees either shall be final and non-appealable or shall not be vacated, discharged or stayed or bonded pending appeal for any period of 30 consecutive days, and the aggregate amount of all such judgments equals or exceeds $50,000,000 (or solely with respect to any SPV Entity, $15,325);

then, and in any such event, the Administrative Agent may (or, at the direction of the Majority Group Agents shall) by notice to the Seller (x) declare the Maturity Date to have occurred (in which case the Maturity Date shall be deemed to have occurred), and (y) declare the Aggregate Capital and all other non-contingent Seller Obligations to be immediately due and payable (in which case the Aggregate Capital and all other non-contingent Seller Obligations shall be immediately due and payable); provided that, automatically upon the occurrence of any event (without any requirement for the giving of notice) described in subsection (e) or (f) of this Section 9.01 with respect to the Seller, the Maturity Date shall occur and the Aggregate Capital and all other non-contingent Seller Obligations shall be immediately due and payable. Upon any such declaration or designation or upon such automatic termination, the Administrative Agent and the other Secured Parties shall have, in addition to the rights and remedies which they may have under this Agreement and the other Transaction Documents, all other rights and remedies provided after default under the UCC, PPSA and under other Applicable Law, which rights and remedies shall be cumulative. Without limiting the foregoing, the Administrative Agent may obtain from any court of competent jurisdiction an order for the appointment of an interim receiver, a receiver, a manager or a receiver and manager of the Canadian Guarantor or of any or all of its Pledged Collateral and, by instrument in writing appoint one or more interim receiver, a receiver, a manager or a receiver and manager of the Canadian Guarantor or any or all of its Pledged Collateral with such rights, powers and authority as may be provided for in the instrument of appointment or any supplemental instrument, and remove and replace any such interim receiver, receiver, manager or receiver and manager from time to time. To the extent permitted by Applicable Law, any such interim receiver, receiver, manager or receiver and manager appointed by the Administrative Agent shall (for purposes relating to responsibility for acts or omissions) be considered to be the agent of the Canadian Guarantor and not of the Administrative Agent or any of the other Secured Parties. Any proceeds from liquidation of the Sold Assets and Pledged Collateral shall be applied in the order of priority set forth in Section 3.01.

ARTICLE X

THE ADMINISTRATIVE AGENT

SECTION 10.01. Authorization and Action. Each Purchaser Party hereby appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to the Administrative Agent by the terms hereof, together with such powers as are reasonably incidental thereto. The Administrative Agent shall not have any duties other than those expressly set forth in the Transaction Documents, and no implied obligations or liabilities shall be read into any Transaction Document, or otherwise exist, against the Administrative Agent. The Administrative Agent does not assume, nor shall it be deemed to have assumed, any obligation to, or relationship of trust or agency with, the Seller or any Affiliate thereof or any Purchaser Party except for any obligations expressly set forth herein. Notwithstanding any provision of this Agreement or any other Transaction Document, in no event shall the Administrative Agent ever be required to take any action which exposes the Administrative Agent to personal liability or which is contrary to any provision of any Transaction Document or Applicable Law.

SECTION 10.02. Administrative Agent's Reliance, Etc. Neither the Administrative Agent nor any of its directors, officers, agents or employees shall be liable for any action taken or omitted to be taken by it or them as Administrative Agent under or in connection with this Agreement, in the absence of its or their own gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Administrative Agent: (a) may consult with legal counsel (including counsel for any Purchaser Party or any Servicer), independent certified public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts; (b) makes no warranty or representation to any Purchaser Party (whether written or oral) and shall not be responsible to any Purchaser Party for any statements, warranties or representations (whether written or oral) made by any other party in or in connection with this Agreement; (c) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement on the part of any Purchaser Party or to inspect the property (including the books and records) of any Purchaser Party; (d) shall not be responsible to any Purchaser Party for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other instrument or document furnished pursuant hereto; and (e) shall be entitled to rely, and shall be fully protected in so relying, upon any notice (including notice by telephone), consent, certificate or other instrument or writing (which may be by facsimile) believed by it to be genuine and signed or sent by the proper party or parties.

SECTION 10.03. Administrative Agent and Affiliates. With respect to any Investment or interests therein owned by any Purchaser Party that is also the Administrative Agent, such Purchaser Party shall have the same rights and powers under this Agreement as any other Purchaser Party and may exercise the same as though it were not the Administrative Agent. The Administrative Agent and any of its Affiliates may generally engage in any kind of business with the Seller or any Affiliate thereof and any Person who may do business with or own securities of the Seller or any Affiliate thereof, all as if the Administrative Agent were not the Administrative Agent hereunder and without any duty to account therefor to any other Secured Party.

SECTION 10.04. Indemnification of Administrative Agent. Each Committed Purchaser agrees to indemnify the Administrative Agent (to the extent not reimbursed by the Seller or any Affiliate thereof), ratably according to the respective Pro Rata Percentage of such Committed Purchaser, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Administrative Agent in any way relating to or arising out of this Agreement or any other Transaction Document or any action taken or omitted by the Administrative Agent under this Agreement or any other Transaction Document; provided that no Committed Purchaser shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's gross negligence or willful misconduct.

SECTION 10.05. Delegation of Duties. The Administrative Agent may execute any of its duties through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

SECTION 10.06. Action or Inaction by Administrative Agent. The Administrative Agent shall in all cases be fully justified in failing or refusing to take action under any Transaction Document unless it shall first receive such advice or concurrence of the Group Agents or the Majority Group Agents, as the case may be, and assurance of its indemnification by the Committed Purchasers, as it deems appropriate. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Transaction Document in accordance with a request or at the direction of the Group Agents or the Majority Group Agents, as the case may be, and such request or direction and any action taken or failure to act pursuant thereto shall be binding upon all Purchaser Parties. The Purchaser Parties and the Administrative Agent agree that unless any action to be taken by the Administrative Agent under a Transaction Document (i) specifically requires the advice or concurrence of all Group Agents or (ii) may be taken by the Administrative Agent alone or without any advice or concurrence of any Group Agent, then the Administrative Agent may take action based upon the advice or concurrence of the Majority Group Agents.

SECTION 10.07. Notice of Termination Events; Action by Administrative Agent. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Unmatured Termination Event or Termination Event unless the Administrative Agent has received notice from any Purchaser Party or any SPV Entity stating that an Unmatured Termination Event or Termination Event has occurred hereunder and describing such Unmatured Termination Event or Termination Event. If the Administrative Agent receives such a notice, it shall promptly give notice thereof to each Group Agent, whereupon each Group Agent shall promptly give notice thereof to its respective Conduit Purchaser(s) and Related Committed Purchaser(s). The Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, concerning an Unmatured Termination Event or Termination Event or any other matter hereunder as the Administrative Agent deems advisable and in the best interests of the Secured Parties.

SECTION 10.08. Non-Reliance on Administrative Agent and Other Parties. Each Purchaser Party expressly acknowledges that neither the Administrative Agent nor any of its directors, officers, agents or employees has made any representations or warranties to it and that no act by the Administrative Agent hereafter taken, including any review of the affairs of the Seller or any Affiliate thereof, shall be deemed to constitute any representation or warranty by the Administrative Agent. Each Purchaser Party represents and warrants to the Administrative Agent that, independently and without reliance upon the Administrative Agent or any other Purchaser Party and based on such documents and information as it has deemed appropriate, it has made and will continue to make its own appraisal of and investigation into the business, operations, property, prospects, financial and other conditions and creditworthiness of each SPV Entity, each Originator or any Servicer and the Pool Receivables and its own decision to enter into this Agreement and to take, or omit, action under any Transaction Document. Except for items expressly required to be delivered under any Transaction Document by the Administrative Agent to any Purchaser Party, the Administrative Agent shall not have any duty or responsibility to provide any Purchaser Party with any information concerning any SPV Entity, any Originator or any Servicer that comes into the possession of the Administrative Agent or any of its directors, officers, agents, employees, attorneys-in-fact or Affiliates.

SECTION 10.09. Successor Administrative Agent.

(a) The Administrative Agent may, upon at least thirty (30) days' notice to each SPV Entity, each Servicer and each Group Agent, resign as Administrative Agent. Except as provided below, such resignation shall not become effective until a successor Administrative Agent is appointed by the Majority Group Agents as a successor Administrative Agent and has accepted such appointment. If no successor Administrative Agent shall have been so appointed by the Majority Group Agents, within thirty (30) days after the departing Administrative Agent's giving of notice of resignation, the departing Administrative Agent may, on behalf of the Secured Parties, appoint a successor Administrative Agent as successor Administrative Agent. If no successor Administrative Agent shall have been so appointed by the Majority Group Agents within sixty (60) days after the departing Administrative Agent's giving of notice of resignation, the departing Administrative Agent may, on behalf of the Secured Parties, petition a court of competent jurisdiction to appoint a successor Administrative Agent. For so long as no Termination Event or Unmatured Termination Event has occurred and is continuing, the Seller shall have the right to approve any successor Administrative Agent appointed hereunder, such approval not to be unreasonably withheld or delayed.

(b) Upon such acceptance of its appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall succeed to and become vested with all the rights and duties of the resigning Administrative Agent, and the resigning Administrative Agent shall be discharged from its duties and obligations under the Transaction Documents. After any resigning Administrative Agent's resignation hereunder, the provisions of this Article X and Article XII shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Administrative Agent.

SECTION 10.10. Erroneous Payments.

(a) If the Administrative Agent notifies a Purchaser, a Group Agent or a Secured Party, or any Person who has received funds on behalf of a Purchaser a Group Agent or Secured Party (any such Purchaser, Group Agent, Secured Party or other recipient, a "Payment Recipient") that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Purchaser, Group Agent, Secured Party, or other Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and such Purchaser, Group Agent or Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Overnight Bank Funding Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Purchaser, Group Agent or Secured Party, or any Person who has received funds on behalf of a Purchaser, Group Agent or Secured Party, such Purchaser hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates), or (z) that such Purchaser, Group Agent or Secured Party, or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) in each case:

(i) (A) in the case of immediately preceding clauses (x) or (y), an error shall be presumed to have been made (absent written confirmation from the Administrative Agent to the contrary) or (B) an error has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and

(ii) such Purchaser, Group Agent or Secured Party shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of such error) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 10.10(b).

(c) Each Purchaser, Group Agent or Secured Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Purchaser or Secured Party under any Transaction Document, or otherwise payable or distributable by the Administrative Agent to such Purchaser, Group Agent or Secured Party from any source, against any amount due to the Administrative Agent under immediately preceding clause (a) or under the indemnification provisions of this Agreement.

(d) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor by the Administrative Agent in accordance with immediately preceding clause (a), from any Purchaser or Group Agent that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an "Erroneous Payment Return Deficiency"), upon the Administrative Agent's notice to such Purchaser or Group Agent at any time, (i) such related Purchaser shall be deemed to have assigned its Capital (but not its Commitments) with respect to which such Erroneous Payment was made in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Capital (but not Commitments), the "Erroneous Payment Deficiency Assignment") at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance), and is hereby (together with the Seller) deemed to execute and deliver an Assignment and Assumption with respect to such Erroneous Payment Deficiency Assignment, (ii) the Administrative Agent as the assignee Purchaser shall be deemed to acquire the Erroneous Payment Deficiency Assignment, (iii) upon such deemed acquisition, the Administrative Agent as the assignee Purchaser shall become a Purchaser or Group Agent, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Purchaser shall cease to be a Purchaser or Group Agent, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Purchaser and (iv) the Administrative Agent may reflect in the Register its ownership interest in the Capital subject to the Erroneous Payment Deficiency Assignment. The Administrative Agent may, in its discretion, sell any Capital acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Purchaser be reduced by the net proceeds of the sale of such Capital (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Purchaser or related Group Agent (and/or against any recipient that receives funds on its respective behalf). For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Purchaser and such Commitments shall remain available in accordance with the terms of this Agreement. In addition, each party hereto agrees that, except to the extent that the Administrative Agent has sold Capital (or portion thereof) acquired pursuant to an

Erroneous Payment Deficiency Assignment, and irrespective of whether the Administrative Agent may be equitably subrogated, the Administrative Agent shall be contractually subrogated to all the rights and interests of the applicable Purchaser, related Group Agent or Secured Party under the Transaction Documents with respect to each Erroneous Payment Return Deficiency (the "Erroneous Payment Subrogation Rights").

(e) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Seller Obligations owed by any SPV Entity or any Servicer, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from any SPV Entity or any Servicer for the purpose of making such Erroneous Payment.

(f) To the extent permitted by Applicable Law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine

(g) Each party's obligations, agreements and waivers under this Section 10.10 shall survive the resignation or replacement of the Administrative Agent, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Seller Obligations (or any portion thereof) under any Transaction Document.

ARTICLE XI

THE GROUP AGENTS

SECTION 11.01. Authorization and Action. Each Purchaser Party that belongs to a Group hereby appoints and authorizes the Group Agent for such Group to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to such Group Agent by the terms hereof, together with such powers as are reasonably incidental thereto. No Group Agent shall have any duties other than those expressly set forth in the Transaction Documents, and no implied obligations or liabilities shall be read into any Transaction Document, or otherwise exist, against any Group Agent. No Group Agent assumes, nor shall it be deemed to have assumed, any obligation to, or relationship of trust or agency with the Seller or any Affiliate thereof, any Purchaser except for any obligations expressly set forth herein. Notwithstanding any provision of this Agreement or any other Transaction Document, in no event shall any Group Agent ever be required to take any action which exposes such Group Agent to personal liability or which is contrary to any provision of any Transaction Document or Applicable Law.

SECTION 11.02. Group Agent's Reliance, Etc. No Group Agent nor any of its directors, officers, agents or employees shall be liable for any action taken or omitted to be taken by it or them as a Group Agent under or in connection with this Agreement or any other Transaction Documents in the absence of its or their own gross negligence or willful misconduct.

Without limiting the generality of the foregoing, a Group Agent: (a) may consult with legal counsel (including counsel for the Administrative Agent, any SPV Entity or any Servicer), independent certified public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts; (b) makes no warranty or representation to any Purchaser Party (whether written or oral) and shall not be responsible to any Purchaser Party for any statements, warranties or representations (whether written or oral) made by any other party in or in connection with this Agreement or any other Transaction Document; (c) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement or any other Transaction Document on the part of any SPV Entity or any Affiliate thereof or any other Person or to inspect the property (including the books and records) of any SPV Entity or any Affiliate thereof; (d) shall not be responsible to any Purchaser Party for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement, any other Transaction Documents or any other instrument or document furnished pursuant hereto; and (e) shall be entitled to rely, and shall be fully protected in so relying, upon any notice (including notice by telephone), consent, certificate or other instrument or writing (which may be by facsimile) believed by it to be genuine and signed or sent by the proper party or parties.

SECTION 11.03. Group Agent and Affiliates. With respect to any Investment or interests therein owned by any Purchaser Party that is also a Group Agent, such Purchaser Party shall have the same rights and powers under this Agreement as any other Purchaser and may exercise the same as though it were not a Group Agent. A Group Agent and any of its Affiliates may generally engage in any kind of business with any SPV Entity or any Affiliate thereof and any Person who may do business with or own securities of any SPV Entity or any Affiliate thereof or any of their respective Affiliates, all as if such Group Agent were not a Group Agent hereunder and without any duty to account therefor to any other Secured Party.

SECTION 11.04. Indemnification of Group Agents. Each Committed Purchaser in any Group agrees to indemnify the Group Agent for such Group (to the extent not reimbursed by SPV Entity or any Affiliate thereof), ratably according to the proportion of the Pro Rata Percentage of such Committed Purchaser to the aggregate Pro Rata Percentages of all Committed Purchasers in such Group, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against such Group Agent in any way relating to or arising out of this Agreement or any other Transaction Document or any action taken or omitted by such Group Agent under this Agreement or any other Transaction Document; provided that no Committed Purchaser shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Group Agent's gross negligence or willful misconduct.

SECTION 11.05. Delegation of Duties. Each Group Agent may execute any of its duties through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. No Group Agent shall be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

SECTION 11.06. Notice of Termination Events. No Group Agent shall be deemed to have knowledge or notice of the occurrence of any Unmatured Termination Event or Termination Event unless such Group Agent has received notice from the Administrative Agent, any other Group Agent, any other Purchaser Party, any Servicer or any SPV Entity stating that an Unmatured Termination Event or Termination Event has occurred hereunder and describing such Unmatured Termination Event or Termination Event. If a Group Agent receives such a notice, it shall promptly give notice thereof to the Purchaser Parties in its Group and to the Administrative Agent (but only if such notice received by such Group Agent was not sent by the Administrative Agent). A Group Agent may take such action concerning an Unmatured Termination Event or Termination Event as may be directed by Committed Purchasers in its Group representing a majority of the Commitments in such Group (subject to the other provisions of this Article XI), but until such Group Agent receives such directions, such Group Agent may (but shall not be obligated to) take such action, or refrain from taking such action, as such Group Agent deems advisable and in the best interests of the Conduit Purchasers and Committed Purchasers in its Group.

SECTION 11.07. Non-Reliance on Group Agent and Other Parties. Each Purchaser Party expressly acknowledges that neither the Group Agent for its Group nor any of such Group Agent's directors, officers, agents or employees has made any representations or warranties to it and that no act by such Group Agent hereafter taken, including any review of the affairs of the any SPV Entity or any Affiliate thereof, shall be deemed to constitute any representation or warranty by such Group Agent. Each Purchaser Party represents and warrants to the Group Agent for its Group that, independently and without reliance upon such Group Agent, any other Group Agent, the Administrative Agent or any other Purchaser Party and based on such documents and information as it has deemed appropriate, it has made and will continue to make its own appraisal of and investigation into the business, operations, property, prospects, financial and other conditions and creditworthiness of any SPV Entity or any Affiliate thereof and the Pool Receivables and its own decision to enter into this Agreement and to take, or omit, action under any Transaction Document. Except for items expressly required to be delivered under any Transaction Document by a Group Agent to any Purchaser Party in its Group, no Group Agent shall have any duty or responsibility to provide any Purchaser Party in its Group with any information concerning any SPV Entity or any Affiliate thereof that comes into the possession of such Group Agent or any of its directors, officers, agents, employees, attorneys-in-fact or Affiliates.

SECTION 11.08. Successor Group Agent. Any Group Agent may, upon at least thirty (30) days' notice to the Administrative Agent, each SPV Entity, each Servicer and the Purchaser Parties in its Group, resign as Group Agent for its Group. Such resignation shall not become effective until a successor Group Agent is appointed by the Purchaser(s) in such Group. Upon such acceptance of its appointment as Group Agent for such Group hereunder by a successor Group Agent, such successor Group Agent shall succeed to and become vested with all the rights and duties of the resigning Group Agent, and the resigning Group Agent shall be discharged from its duties and obligations under the Transaction Documents. After any resigning Group Agent's resignation hereunder, the provisions of this Article XI and Article XII shall inure to its benefit as to any actions taken or omitted to be taken by it while it was a Group Agent.

SECTION 11.09. Reliance on Group Agent. Unless otherwise advised in writing by a Group Agent or by any Purchaser Party in such Group Agent's Group, each party to this Agreement may assume that (i) such Group Agent is acting for the benefit and on behalf of each of the Purchaser Parties in its Group, as well as for the benefit of each assignee or other transferee from any such Person and (ii) each action taken by such Group Agent has been duly authorized and approved by all necessary action on the part of the Purchaser Parties in its Group.

ARTICLE XII

INDEMNIFICATION

SECTION 12.01. Indemnities by the SPV Entities.

(a) Without limiting any other rights that the Administrative Agent, the Purchaser Parties, the Affected Persons and their respective officers, directors, agents and employees (each, a "SPV Entity Indemnified Party") may have hereunder or under Applicable Law, each SPV Entity, jointly and severally, hereby agrees to indemnify each SPV Entity Indemnified Party from and against any and all claims, losses and liabilities (including Attorney Costs) arising out of or resulting from this Agreement or any other Transaction Document or the use of proceeds of the Investments or the security interest in respect of any Pool Receivable or any other Sold Assets and Pledged Collateral (all of the foregoing being collectively referred to as "SPV Entity Indemnified Amounts"); excluding, however, (x) SPV Entity Indemnified Amounts to the extent arising out of or resulting from the gross negligence or willful misconduct of such SPV Entity Indemnified Party or any of its Related Indemnified Parties or the breach by such SPV Entity Indemnified Party or any of its Related Indemnified Parties of its obligations under any Transaction Document to which it is a party, in each case, as determined in a final non-appealable judgment by a court of competent jurisdiction, and (y) Taxes that are covered by Section 4.03. Without limiting the foregoing, the SPV Entity Indemnified Amounts shall include any and all claims, losses and liabilities (including Attorney Costs) arising out of or resulting from any of the following (but excluding amounts described in clauses (x) and (y) above):

(i) any Pool Receivable being included as an Eligible Receivable as part of the Net Receivables Pool Balance but which is not an Eligible Receivable at such time;

(ii) any representation or warranty by any SPV Entity under this Agreement, any of the other Transaction Documents, any Information Package or any other information or report delivered by or on behalf of any SPV Entity pursuant hereto being untrue or incorrect when made or deemed made;

(iii) any failure of any SPV Entity to perform any of its duties or obligations in accordance with the provisions hereof and of each other Transaction Document (including any covenants relating to actions or prohibitions applicable to or required by the Canadian GP or any other Person expressly set forth herein);

(iv) the commingling of Collections of Pool Receivables at any time with other funds;

(v) any third party investigation, litigation or proceeding (actual or threatened, but excluding any such investigation, litigation or proceeding brought by another SPV Entity Indemnified Party) against a SPV Entity Indemnified Party by reason of such SPV Entity Indemnified Party's participation in the transactions contemplated by this Agreement or any other Transaction Document or the use of proceeds of any Investments or in respect of any Pool Receivable or other Sold Assets and Pledged Collateral or any related Contract;

(vi) any third party claim (actual or threatened, but excluding any such claim brought by another SPV Entity Indemnified Party) against a SPV Entity Indemnified Party arising from any activity by any SPV Entity or any Affiliate of such SPV Entity in servicing, administering or collecting any Pool Receivable;

(vii) any failure of a Lock-Box Bank to comply with the terms of the applicable Lock-Box Agreement or any amounts payable by the Administrative Agent to a Lock-Box Bank under any Lock-Box Agreement;

(viii) any dispute, claim, offset or defense (other than discharge in bankruptcy of the Obligor) of the Obligor to the payment of any Pool Receivable (including, without limitation, a defense based on such Pool Receivable or the related Contract not being a legal, valid and binding obligation of such Obligor enforceable against it in accordance with its terms), or any other claim resulting from or arising out of collection activities with respect to such Pool Receivable or the sale of goods or the rendering of services related to such Pool Receivable or the furnishing or failure to furnish any such goods or services or other similar claim or defense not arising from the financial inability of any Obligor to pay undisputed indebtedness;

(ix) any reduction in Capital as a result of the distribution of Collections if all or a portion of such distributions shall thereafter be rescinded or otherwise must be returned for any reason; or

(x) any breach of any Contract as a result of the sale, assignment or declaration or creation of a trust in respect of any Canadian Receivable related thereto pursuant to this Agreement.

(b) In no event shall any SPV Entity be liable hereunder to any SPV Entity Indemnified Party or any other Person for any special, indirect, consequential or punitive damages, including but not limited to lost profits, even if such SPV Entity has been advised of the likelihood of such loss or damage and regardless of the form of action.

(c) If for any reason any indemnification to which a SPV Entity Indemnified Party would otherwise be entitled pursuant to the terms of Section 12.01(a) is unavailable to such SPV Entity Indemnified Party or insufficient to hold it harmless, then each SPV Entity shall contribute to such SPV Entity Indemnified Party the amount paid or payable by such SPV Entity Indemnified Party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative economic interests of such SPV Entity and its Affiliates on the one hand and such SPV Entity Indemnified Party on the other hand in the matters contemplated

by this Agreement as well as the relative fault of each SPV Entity and its Affiliates and such SPV Entity Indemnified Party with respect to such loss, claim, damage or liability and any other relevant equitable considerations. The reimbursement, indemnity and contribution obligations of any SPV Entity under this Section shall, to the extent not duplicative, be in addition to any liability which such PV Entity may otherwise have.

(d) All amounts owed by any SPV Entity under this Section 12.01 shall be paid by such SPV Entity, in accordance with Section 3.01(a), beginning on the Settlement Date following the Fiscal Month during which any SPV Entity and the Administrative Agent have received written demand of the related SPV Entity Indemnified Amounts from the Group Agent related to the SPV Entity Indemnified Party or its Group Agent on its behalf. Any indemnification or contribution under this Section shall survive the termination of this Agreement.

SECTION 12.02. Indemnification by the Servicers.

(a) Each Servicer, jointly and severally, hereby agrees to indemnify and hold harmless each SPV Entity, the Administrative Agent, the Purchaser Parties, the Affected Persons and their respective officers, directors, agents and employees (each, a "Servicer Indemnified Party"), from and against any loss, liability, expense, damage or injury suffered or sustained by reason of (i) any Servicer's failure to duly and punctually perform its obligations pursuant to this Agreement or any other Transaction Document to which it is a party, (ii) the breach by any Servicer of any of its representations, warranties or covenants hereunder, (iii) any violation of Applicable Law by any Servicer, (iv) any Adverse Claim asserted by any creditor of any Servicer against any of the Sold Assets and Pledged Collateral, (v) any third party claim against a Servicer Indemnified Party for damages caused by the Servicers' servicing, administration or collection of Pool Receivables, (vi) any governmental investigation or proceeding against a Servicer Indemnified Party based on the Servicers' servicing, administration or collection of Pool Receivables, (vii) the commingling of Collections of Pool Receivables at any time with other funds, (viii) the failure of any Pool Receivable which any Servicer includes as an Eligible Receivable as part of the Net Receivables Pool Balance to be an Eligible Receivable at such time, (ix) the voluntary resignation of any Servicer hereunder, in each case, including any judgment, award, settlement, Attorney Costs and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim or (x) any breach of any Contract as a result of the sale, assignment or declaration or creation of a trust in respect of any Canadian Receivable related thereto pursuant to this Agreement (all of the foregoing being collectively referred to as, "Servicer Indemnified Amounts"); excluding, however, (A) Servicer Indemnified Amounts to the extent arising out of or resulting from the gross negligence or willful misconduct of such Servicer Indemnified Party or any of its Related Indemnified Parties or the breach by such Servicer Indemnified Party or any of its Related Indemnified Parties of its obligations under any Transaction Document to which it is a party, in each case, as determined in a final non-appealable judgment by a court of competent jurisdiction and (B) any Credit Risk Losses or losses arising under arrangements (synthetically or otherwise) to the extent such arrangements have the effect of replicating, in whole or in part, exposure to Credit Risk Losses.

(b) In no event shall any Servicer be liable hereunder to any Servicer Indemnified Party or any other Person for any special, indirect, consequential or punitive damages, including but not limited to lost profits, even if such Servicer has been advised of the likelihood of such loss or damage and regardless of the form of action.

(c) If for any reason any indemnification to which a Servicer Indemnified Party would otherwise be entitled pursuant to the terms of Section 12.02(a) is unavailable to such Servicer Indemnified Party or insufficient to hold it harmless, then each Servicer shall contribute to the amount paid or payable by such Servicer Indemnified Party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative economic interests of the Servicers and its Affiliates on the one hand and such Servicer Indemnified Party on the other hand in the matters contemplated by this Agreement as well as the relative fault of the Servicers and its Affiliates and such Servicer Indemnified Party with respect to such loss, claim, damage or liability and any other relevant equitable considerations. The reimbursement, indemnity and contribution obligations of the Servicers under this Section shall, to the extent not duplicative, be in addition to any liability which the Servicers may otherwise have.

(d) All amounts owed by the Servicers under this Section 12.02 shall be paid by the Servicers by the Settlement Date following the Fiscal Month during which a Servicer has received written demand of the related Servicer Indemnified Amounts from the applicable Servicer Indemnified Party (or the related Group Agent on its behalf). Any indemnification or contribution under this Section shall survive the termination of this Agreement.

SECTION 12.03. Currency Indemnity.

(a) If, for the purpose of obtaining judgment in any court, it is necessary to convert an amount owing hereunder in one currency into another currency, each party hereto agrees, to the fullest extent that it may effectively do so, that the rate of exchange used shall be that provided for in the definition of Spot Rate.

(b) The obligations of each SPV Entity and each Servicer in respect of any amount due to any party hereto (or their respective assigns) or any holder of the obligations owing hereunder or under any other Transaction Document (the "Applicable Creditor") shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than the currency in which such amount is stated to be due hereunder (the "Agreement Currency"), be discharged only to the extent that, on the Business Day following receipt by the Applicable Creditor of any amount adjudged to be so due in the Judgment Currency, the Applicable Creditor may in accordance with normal banking procedures in the relevant jurisdiction purchase the Agreement Currency with the Judgment Currency; if the amount of the Agreement Currency so purchased is less than the sum originally due to the Applicable Creditor in the Agreement Currency, the applicable SPV Entity or Servicer, as the case may be, shall, as a separate obligation and notwithstanding any such judgment, indemnify the Applicable Creditor against such loss.

(c) Any indemnification under this Section shall survive the termination of this Agreement.

ARTICLE XIII

MISCELLANEOUS

SECTION 13.01. Amendments, Etc.

(a) No failure on the part of any Purchaser Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. No amendment or waiver of any provision of this Agreement or consent to any departure by any party from any such provision shall be effective unless in writing and signed by the Seller, the Administrative Agent and the Majority Group Agents, and each waiver or consent granted hereunder shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that (A) no amendment, waiver or consent shall be enforceable against any Servicer or Canadian Guarantor unless in writing and signed by such Servicer or Canadian Guarantor; (B) no amendment, waiver or consent shall increase any Committed Purchaser's Commitment hereunder without the consent of such Committed Purchaser and (C) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent and each Group Agent:

(i) change (directly or indirectly) the definitions of, Capital Coverage Deficit, Defaulted Receivable, Delinquent Receivable, Eligible Receivable, Facility Limit, Scheduled Maturity Date, Net Receivables Pool Balance or Total Reserves or any component of any of the foregoing contained in this Agreement, or increase the then existing Concentration Percentage for any Pool Obligor or change the calculation of the Capital Coverage Amount;

(ii) reduce the amount of Capital, Yield or Fees that are payable on account of any Investment or any Commitment or delay any scheduled date for payment thereof;

(iii) change any Termination Event;

(iv) change any of the provisions of this Section 13.01 or the definition of "Majority Group Agents"; or

(v) change the order of priority in which Collections are applied pursuant to Section 3.01.

SECTION 13.02. Notices, Etc. All notices and other communications hereunder shall, unless otherwise stated herein, be in writing (which shall include facsimile communication) and faxed or delivered, to each party hereto, at its address set forth under its name on Schedule III hereto or at such other address as shall be designated by such party in a written notice to the other parties hereto. Notices and communications by facsimile shall be effective when sent (and shall be followed by hard copy sent by regular mail), and notices and communications sent by other means shall be effective when received.

SECTION 13.03. Assignability; Addition of Purchasers.

(a) Assignment by Conduit Purchasers. This Agreement and the rights of each Conduit Purchaser hereunder (including each Investment made by it hereunder) shall be assignable by such Conduit Purchaser and its successors and permitted assigns (i) to any Program Support Provider of such Conduit Purchaser without prior notice to or consent from the Seller or any other party, or any other condition or restriction of any kind, (ii) to any other Purchaser with prior notice to the Seller but without consent from the Seller or (iii) with the prior written consent of the Seller (such consent not to be unreasonably withheld, conditioned or delayed; provided, however, that such consent shall not be required if a Termination Event or Unmatured Termination Event has occurred and is continuing), to any other Eligible Assignee. Each assignor of an Investment or any interest therein may, in connection with the assignment or participation, disclose to the assignee or Participant any information relating to the Seller and its Affiliates, including the Pool Receivables, furnished to such assignor by or on behalf of the Seller and its Affiliates or by the Administrative Agent; provided that, prior to any such disclosure, the assignee or Participant agrees to preserve the confidentiality of any confidential information relating to the Seller and its Affiliates received by it from any of the foregoing entities in a manner consistent with Section 13.06(b). For the sake of clarity, any sale, assignment, participation, pledge or similar transfer by a Conduit Purchaser of any Investments, Sold Receivables, Sold Assets, or Pool Receivables (whether in whole or in part) shall require and be deemed a transfer of the associated rights and obligations under this Agreement in respect therewith.

(b) Assignment by Committed Purchasers. Each Committed Purchaser may assign to any Eligible Assignee or to any other Committed Purchaser all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitment and any Investment or interests therein owned by it); provided, however that:

(i) except for an assignment by a Committed Purchaser to either an Affiliate of such Committed Purchaser or any other Committed Purchaser, each such assignment shall require the prior written consent of the Seller (such consent not to be unreasonably withheld, conditioned or delayed; provided, however, that such consent shall not be required if a Termination Event or an Unmatured Termination Event has occurred and is continuing);

(ii) each such assignment shall be of a constant, and not a varying, percentage of all rights and obligations under this Agreement;

(iii) the amount being assigned pursuant to each such assignment (determined as of the date of the Assignment and Acceptance Agreement with respect to such assignment) shall in no event be less than the lesser of (x) $10,000,000 and (y) all of the assigning Committed Purchaser's Commitment;

(iv) each such assignment (or sale, participation, pledge or similar transfer) by a Committed Purchaser of any Investments, Sold Receivables, Sold Assets, or Pool Receivables (whether in whole or in part) shall require and be deemed a transfer of the associated rights and obligations under this Agreement in respect therewith; and

(v) the parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance and recording in the Register, an Assignment and Acceptance Agreement.

Upon such execution, delivery, acceptance and recording from and after the effective date specified in such Assignment and Acceptance Agreement, (x) the assignee thereunder shall be a party to this Agreement, and to the extent that rights and obligations under this Agreement have been assigned to it pursuant to such Assignment and Acceptance Agreement, have the rights and obligations of a Committed Purchaser hereunder and (y) the assigning Committed Purchaser shall, to the extent that rights and obligations have been assigned by it pursuant to such Assignment and Acceptance Agreement, relinquish such rights and be released from such obligations under this Agreement (and, in the case of an Assignment and Acceptance Agreement covering all or the remaining portion of an assigning Committed Purchaser's rights and obligations under this Agreement, such Committed Purchaser shall cease to be a party hereto).

(c) Register. The Administrative Agent shall, acting solely for this purpose as an agent of the Seller, maintain at its address referred to on Schedule III of this Agreement (or such other address of the Administrative Agent notified by the Administrative Agent to the other parties hereto) a copy of each Assignment and Acceptance Agreement delivered to and accepted by it and a register for the recordation of the names and addresses of the Committed Purchasers and the Conduit Purchasers, the Commitment of each Committed Purchaser and the aggregate outstanding Capital (and stated interest) of the Investments of each Conduit Purchaser and Committed Purchaser from time to time (the "Register"). The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Seller, the Servicers, the Administrative Agent, the Group Agents, and the other Purchaser Parties shall treat each Person whose name is recorded in the Register as a Committed Purchaser or Conduit Purchaser, as the case may be, under this Agreement for all purposes of this Agreement. The Register shall be available for inspection by the Seller, any Servicer, any Group Agent, any Conduit Purchaser or any Committed Purchaser at any reasonable time and from time to time upon reasonable prior notice.

(d) Procedure. Upon its receipt of an Assignment and Acceptance Agreement executed and delivered by an assigning Committed Purchaser and an Eligible Assignee or assignee Committed Purchaser, the Administrative Agent shall, if such Assignment and Acceptance Agreement has been duly completed, (i) accept such Assignment and Acceptance Agreement, (ii) record the information contained therein in the Register and (iii) give prompt notice thereof to the Seller and any Servicer.

(e) Participations. Each Committed Purchaser may sell participations to one or more Eligible Assignees (each, a "Participant") in or to all or a portion of its rights and/or obligations under this Agreement (including, without limitation, all or a portion of its Commitment and the interests in the Investments owned by it); provided, however, that:

(i) such Committed Purchaser's obligations under this Agreement (including, without limitation, its Commitment to the Seller hereunder) shall remain unchanged;

(ii) such Committed Purchaser shall remain solely responsible to the other parties to this Agreement for the performance of such obligations;

(iii) the Seller, the Servicers and each Purchaser Party shall continue to deal solely and directly with such Committed Purchaser in connection with such Committed Purchaser's rights and obligations under this Agreement; and

(iv) any agreement or instrument pursuant to which such Committed Purchaser sells such a participation shall provide that such Committed Purchaser shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement or any other Transaction Document (except that such agreement or instrument may provide that such Committed Purchaser will not, without the consent of the Participant, agree to any amendment, modification or waiver described in clause (C) of the proviso to Section 13.01(a) that affects such Participant).

(f) Participant Register. Each Committed Purchaser that sells a participation shall, acting solely for this purpose as an agent of the Seller, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Investments or other obligations under this Agreement (the "Participant Register"); provided that no Committed Purchaser shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Investments or its other obligations under this Agreement) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Investment or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Committed Purchaser shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(g) Assignments by Agents. This Agreement and the rights and obligations of the Administrative Agent and each Group Agent therein shall be assignable by the Administrative Agent or such Group Agent, as the case may be, and its successors and assigns; provided that in the case of an assignment to a Person that is not an Affiliate of the Administrative Agent or such Group Agent, so long as no Termination Event or Unmatured Termination Event has occurred and is continuing, such assignment shall require the Seller's consent (not to be unreasonably withheld, conditioned or delayed).

(h) Assignments by the Seller or the Servicers. Neither the Seller nor, except as provided in Section 8.01, the Servicers may assign any of its respective rights or obligations hereunder or any interest therein without the prior written consent of the Administrative Agent and each Group Agent (such consent to be provided or withheld in the sole discretion of such Person).

(i) Addition of Purchasers or Groups. The Seller may, with written notice to the Administrative Agent and each Group Agent, add additional Persons as Purchasers (by creating a new Group) or cause an existing Purchaser to increase its Commitment; provided, however, that the Commitment of any existing Purchaser may only be increased with the prior written consent of such Purchaser. Each new Purchaser (or Group) shall become a party hereto, by executing and delivering to the Administrative Agent and the Seller, an assumption agreement (each, an "Assumption Agreement") in the form of Exhibit C hereto (which Assumption Agreement shall, in the case of any new Purchaser, be executed by each Person in such new Purchaser's Group).

(j) Pledge to a Federal Reserve Bank. Notwithstanding anything to the contrary set forth herein, (i) any Purchaser, Program Support Provider or any of their respective Affiliates may at any time pledge or grant a security interest in all or any portion of its interest in, to and under this Agreement (including, without limitation, rights to payment of Capital and Yield) and any other Transaction Document to secure its obligations to a Federal Reserve Bank, without notice to or the consent of the Seller, the Servicers, any Affiliate thereof or any Purchaser Party; provided, however, that that no such pledge shall relieve such assignor of its obligations under this Agreement.

SECTION 13.04. Costs and Expenses. In addition to the rights of indemnification granted under Section 12.01 hereof, each SPV Entity agrees to pay, in accordance with Section 3.01(a) beginning on the Settlement Date following the Fiscal Month during which each SPV Entity has received written demand therefor, all reasonable and documented out-of-pocket costs and expenses incurred by any Purchaser Party in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Transaction Documents (together with all amendments, restatements, supplements, consents and waivers, if any, from time to time hereto and thereto), including, without limitation, (i) Attorney Costs incurred in connection with obtaining advice regarding their rights and remedies under this Agreement and the other Transaction Documents or in connection with the enforcement of any such rights or remedies and (ii) reasonable accountants', auditors' and consultants' fees and expenses and fees and charges of any nationally recognized statistical rating agency incurred in connection with the administration and maintenance of this Agreement or advising the Administrative Agent or any other Purchaser Party as to their rights and remedies under this Agreement or in connection with the enforcement of any such rights or remedies.

SECTION 13.05. No Proceedings; Limitation on Payments.

(a) Each of each SPV Entity, the Administrative Agent, each Servicer, each Group Agent and each Purchaser hereby covenants and agrees (and each other Person who acquires any interest in an Investment shall be deemed to have covenanted and agreed) with each Conduit Purchaser and with each other that, until the date that is one year plus one day after the Notes or other outstanding senior indebtedness of such Conduit Purchaser have been paid in full, it will not institute or cause or participate in the institution of any Insolvency Proceeding against such Conduit Purchaser.

(b) Each of each Servicer, each Group Agent and each Purchaser hereby covenants and agrees (and each other Person who acquires any interest in an Investment shall be deemed to have covenanted and agreed) with each SPV Entity and with each other that, until the date that is one year plus one day after the Final Payout Date, it will not institute or cause or participate in the institution of any Insolvency Proceeding against any SPV Entity. The Administrative Agent hereby covenants and agrees that, until the date that is one year plus one day after the Final Payout Date, it will not institute or cause or participate in the institution of any Insolvency Proceeding against any SPV Entity without the consent of the Majority Group Agents.

(c) Notwithstanding any provisions contained in this Agreement to the contrary, a Conduit Purchaser shall not, and shall be under no obligation to, pay any amount, if any, payable by it pursuant to this Agreement or any other Transaction Document unless (i) such Conduit Purchaser has received funds which may be used to make such payment and which funds are not required to repay such Conduit Purchaser's Notes when due and (ii) after giving effect to such payment, either (x) such Conduit Purchaser could issue Notes to refinance all of its outstanding Notes (assuming such outstanding Notes matured at such time) in accordance with the program documents governing such Conduit Purchaser's securitization program or (y) all of such Conduit Purchaser's Notes are paid in full. Any amount which any Conduit Purchaser does not pay pursuant to the operation of the preceding sentence shall not constitute a claim (as defined in Section 101 of the Bankruptcy Code) against or company obligation of such Conduit Purchaser for any such insufficiency unless and until such Conduit Purchaser satisfies the provisions of clauses (i) and (ii) above. The provisions of this Section 13.05 shall survive any termination of this Agreement.

SECTION 13.06. Confidentiality.

(a) Each of the Administrative Agent and the other Purchaser Parties agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (i) to its Related Parties, including its accountants, legal counsel, advisors and other agents, it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential, (ii) to the extent requested by any Governmental Authority purporting to have jurisdiction over it, (iii) to the extent required by Applicable Law or by any subpoena or similar legal process, (iv) to any other party to this Agreement, any Program Support Provider or any Originator, (v) in connection with the exercise of any remedies under this Agreement or any other Transaction Document or any suit, action or proceeding relating to this Agreement or any other Transaction Document or the enforcement of rights hereunder or thereunder, (vi) to any nationally recognized statistical rating organization in connection with obtaining or maintaining the rating of any Conduit Purchaser's Notes or as contemplated by 17 CFR 240.17g-5(a)(3), (vii) subject to an agreement containing confidentiality undertakings substantially similar to those of this Section, to (x) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (y) any actual or prospective counterparty (or its Related Parties) to any swap or derivative transaction relating to any SPV Entity and its obligations, (viii) with the consent of any SPV Entity or any Servicer, as applicable, (ix) to the extent such Information (x) becomes publicly available other than as a result of a breach of this clause (a) or (y) becomes available to any Purchaser Party or any Affiliate of any Purchaser Party on a nonconfidential basis from a source other than any SPV Entity or any Servicer. For purposes of this clause (a), "Information" means all information received from any SPV Entity

or any Servicer relating to any SPV Entity, any Servicer or their respective businesses, other than any such information that is available to any Purchaser Party on a nonconfidential basis prior to disclosure by any SPV Entity or any Servicer; provided that, in the case of information received from any SPV Entity or any Servicer after the date hereof (other than in connection with an Inspection), such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this clause (a) shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

(b) Each SPV Entity and each Servicer agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (i) to its Related Parties, including its accountants, legal counsel, advisors and other agents, it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential, (ii) to the extent requested by any Governmental Authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (iii) to the extent required by Applicable Law (including applicable filings under the Exchange Act) or by any subpoena or similar legal process, (iv) to any other party to this Agreement, any Program Support Provider or any Originator, (v) in connection with the exercise of any remedies under this Agreement or any other Transaction Document or any suit, action or proceeding relating to this Agreement or any other Transaction Document or the enforcement of rights hereunder or thereunder, (vi) with the consent of the applicable Purchaser Party, (vii) to the extent such Information (x) becomes publicly available other than as a result of a breach of this clause (b) or (y) becomes available to any SPV Entity, any Servicer, or any of their Affiliates on a nonconfidential basis from a source other than a Purchaser Party. For purposes of this clause (b), "Information" means the Fee Letter and all information received from a Purchaser Party that is clearly identified as confidential at the time of delivery. Any Person required to maintain the confidentiality of Information as provided in this clause (b) shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

SECTION 13.07. GOVERNING LAW. THIS AGREEMENT, INCLUDING THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT WITHOUT REGARD TO ANY OTHER CONFLICTS OF LAW PROVISIONS THEREOF).

SECTION 13.08. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart hereof by facsimile or other electronic means shall be equally effective as delivery of an originally executed counterpart.

SECTION 13.09. Integration; Binding Effect; Third-Party Beneficiaries; Survival of Termination. This Agreement and the other Transaction Documents contain the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof superseding all prior oral or written understandings. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Secured Parties are express third-party beneficiaries hereunder; provided, that the rights of each such third-party beneficiary shall be subject to the compliance by such third-party beneficiary with the provisions of the Transaction Documents (including, to the extent applicable, the provisions of Section 4.03(f) and Section 4.06 of this Agreement) that relate to such rights. No other third-party beneficiary rights are intended or conferred hereunder. This Agreement shall create and constitute the continuing obligations of the parties hereto in accordance with its terms and shall remain in full force and effect until the Final Payout Date; provided, however, that the provisions of Sections 4.01, 4.02, 4.03, 10.04, 10.06, 11.04, 12.01, 12.02, 13.04, 13.05, 13.06, 13.07, 13.09, 13.11 and 13.13 shall survive any termination of this Agreement.

SECTION 13.10. CONSENT TO JURISDICTION. (a) EACH PARTY HERETO HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE OR FEDERAL COURT SITTING IN NEW YORK CITY, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND EACH PARTY HERETO HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT THEY MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(b) NOTWITHSTANDING THE FOREGOING, EACH OF THE CANADIAN GUARANTOR AND THE CANADIAN SERVICER (COLLECTIVELY, THE "FOREIGN ENTITIES") HEREBY IRREVOCABLY DESIGNATES, APPOINTS AND EMPOWERS THE U.S. SERVICER AS ITS DESIGNEE, APPOINTEE AND AGENT TO RECEIVE, ACCEPT AND ACKNOWLEDGE FOR AND ON ITS BEHALF, AND ITS PROPERTIES, ASSETS AND REVENUES, SERVICE FOR ANY AND ALL LEGAL PROCESS, SUMMONS, NOTICES AND DOCUMENTS WHICH MAY BE SERVED IN ANY SUCH ACTION, SUIT OR PROCEEDING BROUGHT IN THE COURTS REFERRED TO IN THIS SECTION 13.10 WHICH MAY BE MADE ON SUCH DESIGNEE, APPOINTEE AND AGENT IN ACCORDANCE WITH LEGAL PROCEDURES PRESCRIBED FOR SUCH COURTS, WITH RESPECT TO ANY SUIT, ACTION OR PROCEEDING IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT. IF FOR ANY REASON SUCH DESIGNEE, APPOINTEE AND AGENT HEREUNDER SHALL CEASE TO BE AVAILABLE TO ACT AS SUCH, EACH FOREIGN ENTITY AGREES TO DESIGNATE A NEW DESIGNEE, APPOINTEE AND AGENT IN

NEW YORK, NEW YORK ON THE TERMS AND FOR THE PURPOSES OF THIS SECTION 13 SATISFACTORY TO THE ADMINISTRATIVE AGENT. EACH FOREIGN ENTITY FURTHER HEREBY IRREVOCABLY CONSENTS AND AGREES TO THE SERVICE OF ANY AND ALL LEGAL PROCESS, SUMMONS, NOTICES AND DOCUMENTS OUT OF ANY OF THE AFORESAID COURTS IN ANY SUCH ACTION, SUIT OR PROCEEDING BY SERVING A COPY THEREOF UPON THE AGENT FOR SERVICE OF PROCESS REFERRED TO IN THIS SECTION 13.10 (WHETHER OR NOT THE APPOINTMENT OF SUCH AGENT SHALL FOR ANY REASON PROVE TO BE INEFFECTIVE OR SUCH AGENT SHALL ACCEPT OR ACKNOWLEDGE SUCH SERVICE) OR BY MAILING COPIES THEREOF BY REGISTERED OR CERTIFIED AIRMAIL, POSTAGE PREPAID, TO IT AT ITS ADDRESS SPECIFIED IN SECTION 13.02 OR OTHERWISE DESIGNATED PURSUANT TO THIS AGREEMENT. EACH FOREIGN ENTITY AGREES THAT THE FAILURE OF ANY SUCH DESIGNEE, APPOINTEE AND AGENT TO GIVE ANY NOTICE OF SUCH SERVICE TO IT SHALL NOT IMPAIR OR AFFECT IN ANY WAY THE VALIDITY OF SUCH SERVICE OR ANY JUDGMENT RENDERED IN ANY ACTION OR PROCEEDING BASED THEREON. NOTHING HEREIN SHALL IN ANY WAY BE DEEMED TO LIMIT THE ABILITY OF THE ADMINISTRATIVE AGENT OR ANY OTHER SECURED PARTIES TO SERVE ANY SUCH LEGAL PROCESS, SUMMONS, NOTICES AND DOCUMENTS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW OR TO OBTAIN JURISDICTION OVER THE UNDERSIGNED OR BRING ACTIONS, SUITS OR PROCEEDINGS AGAINST THE UNDERSIGNED IN SUCH OTHER JURISDICTIONS, AND IN MANNER, AS MAY BE PERMITTED BY APPLICABLE LAW.

(c) EACH OF THE PARTIES HERETO CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO IT AT ITS ADDRESS SPECIFIED IN SECTION 13.02. NOTHING IN THIS SECTION 13.10 SHALL AFFECT THE RIGHT OF ANY PARTY TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

SECTION 13.11. **WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT.**

SECTION 13.12. Ratable Payments. If any Purchaser Party, whether by setoff or otherwise, has payment made to it with respect to any Seller Obligations in a greater proportion than that received by any other Purchaser Party entitled to receive a ratable share of such Seller Obligations, such Purchaser Party agrees, promptly upon demand, to purchase for cash without recourse or warranty a portion of such Seller Obligations held by the other Purchaser Parties so that after such purchase each Purchaser Party will hold its ratable proportion of such Seller Obligations; provided that if all or any portion of such excess amount is thereafter recovered from such Purchaser Party, such purchase shall be rescinded and the purchase price restored to the extent of such recovery, but without interest.

SECTION 13.13. Limitation of Liability.

(a) No claim may be made by any SPV Entity or any Affiliate thereof or any other Person against any Purchaser Party or their respective Affiliates, members, directors, officers, employees, incorporators, attorneys or agents for any special, indirect, consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Agreement or any other Transaction Document, or any act, omission or event occurring in connection herewith or therewith; and each SPV Entity and each Servicer hereby waives, releases, and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor. None of the Purchaser Parties and their respective Affiliates shall have any liability to any SPV Entity or any Affiliate thereof or any other Person asserting claims on behalf of or in right of any SPV Entity or any Affiliate thereof in connection with or as a result of this Agreement or any other Transaction Document or the transactions contemplated hereby or thereby, except to the extent that any losses, claims, damages, liabilities or expenses incurred by any SPV Entity or any Affiliate thereof result from the gross negligence or willful misconduct of such Purchaser Party in performing its duties and obligations hereunder and under the other Transaction Documents to which it is a party.

(b) The obligations of each of the parties under this Agreement and each of the Transaction Documents are solely the corporate or limited liability company obligations of such Person, and no recourse shall be had against, and no personal liability whatsoever shall attach to or be incurred by any incorporator, stockholder, member, partner or Related Party of any such Person or those of any of their Affiliates by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise, and any and all personal liability for breaches by any such Person of such obligations, either at common law or at equity, or by statute, rule or regulation, is hereby expressly waived with respect to every such incorporator, stockholder, member, partner or Related Party as a condition of and in consideration for the execution of this Agreement.

SECTION 13.14. Intent of the Parties. The parties have entered into this Agreement with the intention that the Investments and the obligations of any SPV Entity hereunder will be treated under United States federal, and applicable state, local and foreign tax law as debt (the "Intended Tax Treatment"). The SPV Entities, the Servicers, the Administrative Agent and the other Purchaser Parties agree to file no tax return, or take any action, inconsistent with the Intended Tax Treatment unless required by law. Each assignee and each Participant acquiring an interest in an Investment, by its acceptance of such assignment or participation, agrees to comply with the immediately preceding sentence.

SECTION 13.15. USA Patriot Act. Each of the Administrative Agent and each of the other Purchaser Parties hereby notifies each SPV Entity and each Servicer that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "PATRIOT Act"), the Administrative Agent and the other Purchaser Parties may be required to obtain, verify and record information that identifies each SPV Entity and each

Servicer, which information includes the name, address, tax identification number and other information regarding each SPV Entity and each Servicer that will allow the Administrative Agent and the other Purchaser Parties to identify each SPV Entity and each Servicer in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act. Each SPV Entity and each Servicer agrees to provide the Administrative Agent and each other Purchaser Parties, from time to time, with all documentation and other information required by bank regulatory authorities under "know your customer" and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act.

SECTION 13.16. Right of Setoff. Each Purchaser Party is hereby authorized (in addition to any other rights it may have), at any time during the continuance of a Termination Event, to setoff, appropriate and apply (without presentment, demand, protest or other notice which are hereby expressly waived) any deposits and any other indebtedness held or owing by such Purchaser Party (including by any branches or agencies of such Purchaser Party) to, or for the account of, each SPV Entity, against any non-contingent Seller Obligations then owed by the Seller hereunder; provided that such Purchaser Party shall notify each other party hereto promptly following such setoff, and any subsequent payments made by any SPV Entity under Section 3.01 shall be adjusted to correct for any non-pro rata exercise of the rights under this Section 13.16, as reasonably determined by the Administrative Agent.

SECTION 13.17. Severability. Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 13.18. Mutual Negotiations. This Agreement and the other Transaction Documents are the product of mutual negotiations by the parties thereto and their counsel, and no party shall be deemed the draftsperson of this Agreement or any other Transaction Document or any provision hereof or thereof or to have provided the same. Accordingly, in the event of any inconsistency or ambiguity of any provision of this Agreement or any other Transaction Document, such inconsistency or ambiguity shall not be interpreted against any party because of such party's involvement in the drafting thereof.

SECTION 13.19. Structuring Agent. Each of the parties hereto hereby acknowledges and agrees that the Structuring Agent shall not have any right, power, obligation, liability, responsibility or duty under this Agreement, other than the Structuring Agent's right to receive fees pursuant to Section 2.03. Each party acknowledges that it has not relied, and will not rely, on the Structuring Agent in deciding to enter into this Agreement and to take, or omit to take, any action under the Transaction Documents.

SECTION 13.20. Post-Closing Covenant relating to Certain Collections. Each of the Canadian Guarantor and the Canadian Servicer covenants and agrees it will perform each of following covenants, in each case, within the applicable time periods set forth below:

(a) On or prior to the First Post-Closing Date, deliver to the Administrative Agent a fully executed Lock-Box Agreement with respect to the New Lock-Box Accounts, in form and substance reasonably satisfactory to the Administrative Agent;

(b) On or prior to the First Post-Closing Date, deliver to the Administrative Agent a written opinion or opinions of counsel, in form and substance reasonably satisfactory to the Administrative Agent, covering general corporate, enforceability and security interest perfection matters with respect to the Lock-Box Agreement entered into in connection with each of the New Lock-Box Accounts; and

(c) If the Canadian Guarantor and the Canadian Servicer fail to deliver the fully executed Lock-Box Agreement with respect to any New Lock-Box Account to the Administrative Agent in the manner required by the preceding clause (a), then the Administrative Agent (in its sole discretion) may by written notice to each SPV Entity and each Servicer declare the Receivables of any or all Obligors that make payments into any New Lock-Box Account for which there is no executed Lock-Box Agreement to no longer constitute Eligible Receivables after the First Post-Closing Date, and such Receivables shall thereafter not constitute Eligible Receivables for any purpose of the Transaction Documents.

ARTICLE XIV

SPV ENTITY GUARANTY

SECTION 14.01. Guaranty of Payment. The Seller hereby absolutely, irrevocably and unconditionally guarantees to each Purchaser, the Administrative Agent and the other Secured Parties the prompt payment of the Sold Receivables by the related Obligors and all other payment obligations included in the Sold Assets (collectively, the "Seller Guaranteed Obligations"), in each case, in full when due, whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise (such guaranty, the "Seller Guaranty"). The Canadian Guarantor hereby absolutely, irrevocably and unconditionally guarantees to each Purchaser, the Administrative Agent and the other Secured Parties the prompt payment of the Seller Obligations (collectively, the "Canadian Guarantor Guaranteed Obligations"; together with the Seller Guaranteed Obligations, the "Guaranteed Obligations"), in each case, in full when due, whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise (such guaranty, the "Canadian Guarantor Guaranty"; together with the Seller Guaranty, the "SPV Entity Guarantees"). Each SPV Entity Guaranty is a guaranty of payment and not of collection and is a continuing irrevocable guaranty and shall apply to the related Guaranteed Obligations whenever arising. To the extent the obligations of any SPV Entity hereunder in respect of its SPV Entity Guaranty shall be adjudicated to be invalid or unenforceable for any reason (including because of any applicable state, provincial or federal law relating to fraudulent conveyances or transfers) then such obligations of such SPV Entity shall be limited to the maximum amount that is permissible under Applicable Law (whether federal, state, provincial or otherwise and including the Bankruptcy Code and any other applicable bankruptcy, insolvency, reorganization or other similar laws).

SECTION 14.02. Unconditional Guaranty. The obligations of each SPV Entity under its SPV Entity Guaranty are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the related Guaranteed Obligations, any Contract, any Transaction Document or any other agreement or instrument referred to therein, to the fullest extent permitted by Applicable Law, irrespective of any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor. Each SPV Entity agrees that its SPV Entity Guaranty may be enforced by the Administrative Agent or the Purchasers without the necessity at any time of resorting to or exhausting any other security or collateral and without the necessity at any time of having recourse to any of the other Transaction Documents or any collateral, including the Sold Assets and Pledged Collateral, hereafter securing the Guaranteed Obligations, the Seller Obligations or otherwise, and each SPV Entity hereby waives the right to require the Administrative Agent or the Purchasers to make demand on or proceed against any Obligor, any Originator, any Servicer or any other Person or to require the Administrative Agent or the Purchasers to pursue any other remedy or enforce any other right. Each SPV Entity further agrees that no Person or Governmental Authority shall have any right to request any return or reimbursement of funds from the Administrative Agent or the Purchasers in connection with monies received under or in respect of any SPV Entity Guaranty. Each SPV Entity further agrees that nothing contained herein shall prevent the Administrative Agent or the Purchasers from suing on any of the other Transaction Documents or foreclosing its or their, as applicable, security interest in or lien on the Sold Assets, the Pledged Collateral or any other collateral securing the Guaranteed Obligations or the Seller Obligations or from exercising any other rights available to it or them, as applicable, under any Transaction Document, or any other instrument of security and the exercise of any of the aforesaid rights and the completion of any foreclosure proceedings shall not constitute a discharge of such SPV Entity's obligations under its SPV Entity Guaranty; it being the purpose and intent of each SPV Entity that its obligations under its SPV Entity Guaranty shall be absolute, independent and unconditional under any and all circumstances. Neither any SPV Entity Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, changed or released in any manner whatsoever by an impairment, modification, change, release, increase or limitation of the liability of any Obligor, any Originator or any Servicer or by reason of the bankruptcy, insolvency, liquidation, receivership, dissolution or winding-up of any Obligor, any Originator, any SPV Entity or any Servicer. Each SPV Entity hereby waives any and all notice of the creation, renewal, extension, accrual, or increase of any of its Guaranteed Obligations and notice of or proof of reliance by the Administrative Agent or any Purchaser on its SPV Entity Guaranty or acceptance of its SPV Entity Guaranty. All dealings between any Obligor, any Originator, any Servicer or any SPV Entity, on the one hand, and the Administrative Agent and the Purchasers, on the other hand, shall be conclusively presumed to have been had or consummated in reliance upon its SPV Entity Guaranty. Each SPV Entity hereby represents and warrants that it is, and immediately after giving effect to its SPV Entity Guaranty and the obligation evidenced hereby, will be, solvent. Each SPV Entity Guaranty and the obligations of the respective SPV Entity thereunder shall be valid and enforceable and shall not be subject to any limitation, impairment or discharge for any reason (other than payment in full of all related Guaranteed Obligations), including the occurrence of any of the following, whether or not the Administrative Agent or any Purchaser shall have had notice or knowledge of any of them: (A) any failure to assert or enforce or agreement not to assert or enforce, or the stay or enjoining, by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power or remedy with respect to the Sold Assets, the Pledged Collateral or the Guaranteed Obligations or any agreement relating thereto, or with

respect to any guaranty of or other security for the payment of the Sold Assets or the Guaranteed Obligations, (B) any waiver, amendment or modification of, or any consent to departure from, any of the terms or provisions (including provisions relating to any Termination Event) of any Transaction Document or any agreement or instrument executed pursuant thereto, or of any guaranty or other security for the Sold Assets or the Guaranteed Obligations, (C) to the fullest extent permitted by Applicable Law, any of the Guaranteed Obligations, or any agreement relating thereto, at any time being found to be illegal, invalid or unenforceable in any respect, (D) the application of payments received from any source to the payment of Debt other than the Guaranteed Obligations, even though the Administrative Agent might have elected to apply such payment to any part or all of the Guaranteed Obligations, (E) any failure to perfect or continue perfection of a security interest in any of the Sold Assets or other Pledged Collateral, (F) any defenses, set-offs or counterclaims which any SPV Entity, any Originator, any Servicer or any Obligor may allege or assert against the Administrative Agent or any Purchaser in respect of the Sold Assets or the Guaranteed Obligations, including failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction and usury, and (G) any other act or thing or omission, or delay to do any other act or thing, which may or might in any manner or to any extent vary the risk of any SPV Entity as an obligor in respect of the Sold Assets or the Guaranteed Obligations.

SECTION 14.03. Modifications. Each SPV Entity agrees that: (a) all or any part of any security interest, lien, collateral security or supporting obligation now or hereafter held for any Guaranteed Obligation may be exchanged, compromised or surrendered from time to time; (b) none of the Purchasers or the Administrative Agent shall have any obligation to protect, perfect, secure or insure any security interest or lien now or hereafter held, if any, for the Guaranteed Obligations; (c) the time or place of payment of any Guaranteed Obligation may be changed or extended, in whole or in part, to a time certain or otherwise, and may be renewed or accelerated, in whole or in part; (d) any Obligor, any Originator, any SPV Entity or any Servicer and any other party (including any co-guarantor) liable for payment of any Guaranteed Obligation may be granted indulgences generally; (e) any of the provisions of Contracts or any other agreements or documents governing or giving rise to any Guaranteed Obligation may be modified, amended or waived; and (f) any deposit balance for the credit of any Obligor, any Originator, any Servicer or any SPV Entity or any other party (including any co-guarantor) liable for the payment of any Guaranteed Obligation or liable upon any security therefor may be released, in whole or in part, at, before or after the stated, extended or accelerated maturity of the Guaranteed Obligations, all without notice to or further assent by any SPV Entity, which shall remain bound thereon, notwithstanding any such exchange, compromise, surrender, extension, renewal, acceleration, modification, indulgence or release.

SECTION 14.04. Waiver of Rights. Each SPV Entity expressly waives to the fullest extent permitted by Applicable Law: (a) notice of acceptance of its SPV Entity Guaranty by the Purchasers and the Administrative Agent; (b) presentment and demand for payment or performance of any of the Guaranteed Obligations; (c) protest and notice of dishonor or of default (except as specifically required in this Agreement) with respect to the Guaranteed Obligations or with respect to any security therefor; (d) notice of the Purchasers or the Administrative Agent obtaining, amending, substituting for, releasing, waiving or modifying any security interest or lien, if any, hereafter securing the Guaranteed Obligations, or the Purchasers or the Administrative Agent subordinating, compromising, discharging or releasing such security

interests or liens, if any; (e) all other notices, demands, presentments, protests or any agreement or instrument related to the Sold Assets or the Guaranteed Obligations to which such SPV Entity might otherwise be entitled; (f) any right to require the Administrative Agent or any Purchaser as a condition of payment or performance by such SPV Entity, to (A) proceed against any Obligor, any Originator, any Servicer or any other Person, (B) proceed against or exhaust any other security held from any Obligor, any Originator, any Servicer or any other Person, (C) proceed against or have resort to any balance of any deposit account, securities account or credit on the books of the Administrative Agent, the Purchasers or any other Person, or (D) pursue any other remedy in the power of the Administrative Agent or the Purchasers whatsoever; (g) any defense arising by reason of the incapacity, lack of authority or any disability or other defense of any Obligor, any Originator, any Servicer or any other Person including any defense based on or arising out of the lack of validity or the unenforceability of the Sold Assets or the Guaranteed Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of any Obligor, any Originator, any Servicer or any other Person from any cause other than payment in full of the Sold Assets and the Guaranteed Obligations; (h) any defense based upon any Applicable Law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; (i) any defense based upon the Administrative Agent's or any Purchaser's errors or omissions in the administration of the Sold Assets or the Guaranteed Obligations; (j) (A) any principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms of this Agreement and any legal or equitable discharge of the Sold Assets or the Guaranteed Obligations, (B) the benefit of any statute of limitations affecting such SPV Entity's liability under its SPV Entity Guaranty or the enforcement of its SPV Entity Guaranty, (C) any rights to set-offs, recoupments and counterclaims, and (D) promptness, diligence and any requirement that the Administrative Agent and the Purchasers protect, secure, perfect or insure any other security interest or lien or any property subject thereto; and (k) to the fullest extent permitted by Applicable Law, any defenses or benefits that may be derived from or afforded by Applicable Law which limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms of this Agreement and its SPV Entity Guaranty.

SECTION 14.05. Reinstatement. Notwithstanding anything contained in this Agreement or the other Transaction Documents, the obligations of each SPV Entity under this Article XIV shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any Person in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, and each SPV Entity agrees that it will indemnify Administrative Agent and each Purchaser on demand for all reasonable costs and expenses (including reasonable fees of counsel) incurred by such Person in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or similar law.

SECTION 14.06. Remedies. Each SPV Entity agrees that, as between the SPV Entities, on the one hand, and Administrative Agent and the Purchasers, on the other hand, the Guaranteed Obligations may be declared to be forthwith due and payable as provided in Article X (and shall be deemed to have become automatically due and payable in the circumstances provided in Article X) notwithstanding any stay, injunction or other prohibition preventing such

declaration (or preventing such Guaranteed Obligations from becoming automatically due and payable) as against any other Person and that, in the event of such declaration (or such Guaranteed Obligations being deemed to have become automatically due and payable), such Guaranteed Obligations (whether or not due and payable by any other Person) shall forthwith become due and payable by the SPV Entities.

SECTION 14.07. Subrogation. Each SPV Entity hereby waives all rights of subrogation (whether contractual or otherwise) to the claims of the Administrative Agent, the Purchasers and the other Secured Parties against any Obligor, any Originator, any Servicer or any other Person in respect of the Guaranteed Obligations until such time as all Guaranteed Obligations have been indefeasibly paid in full in cash and the Final Payout Date has occurred. Each SPV Entity further agrees that, to the extent such waiver of its rights of subrogation is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation shall be junior and subordinate to any rights the Administrative Agent or any Purchaser may have against any Obligor, any Originator, any Servicer or any other Person in respect of the Guaranteed Obligations.

SECTION 14.08. Inducement. The Purchasers have been induced to make the Investments and Releases under this Agreement in part based upon the SPV Entity Guarantees, and each SPV Entity desires that its SPV Entity Guaranty be honored and enforced as separate obligations of such SPV Entity, should Administrative Agent and the Purchasers desire to do so.

SECTION 14.09. Security Interest. (a) To secure the prompt payment and performance of its SPV Entity Guaranty, each SPV Entity hereby pledges, mortgages, charges and assigns (by way of security) to the Administrative Agent, for the benefit of the Purchasers and the other Secured Parties, and grants to the Administrative Agent, for the benefit of the Purchasers and the other Secured Parties, a continuing security interest in and lien upon, all of the undertaking, property and assets of such SPV Entity, whether now or hereafter owned, existing or arising and wherever located, including the following (collectively, the "Pledged Collateral"): (i) all Unsold Receivables, (ii) all Related Security with respect to such Unsold Receivables, (iii) all Collections with respect to such Unsold Receivables, (iv) the Lock-Boxes and Collection Accounts and all amounts on deposit therein, and all certificates and instruments, if any, from time to time evidencing such Lock-Boxes and Collection Accounts and amounts on deposit therein, (v) all rights (but none of the obligations) of such SPV Entity under the applicable Purchase and Sale Agreement; (vi) all personal and fixture property or assets of such SPV Entity of every kind and nature including, in any event, all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, documents of title, accounts, chattel paper (whether tangible or electronic), deposit accounts, securities accounts, securities entitlements, letter-of-credit rights, commercial tort claims, securities and all other investment property, supporting obligations, money, any other contract rights or rights to the payment of money, insurance claims and proceeds, and all intangibles and general intangibles (including all payment intangibles) (each as defined in the UCC or the PPSA, as applicable) and (vii) all proceeds of, and all amounts received or receivable under any or all of, the foregoing.

(b) Each SPV Entity confirms that value has been given by the Administrative Agent and the Secured Parties to such SPV Entity, that such SPV Entity has rights in its Pledged Collateral existing at the date of this Agreement, and that such SPV Entity and the Administrative Agent have not agreed to postpone the time for attachment of the security interests granted hereunder to any of the Pledged Collateral of such SPV Entity. The security interests granted hereunder with respect to the Pledged Collateral of each SPV Entity created by this Agreement shall have effect and be deemed to be effective whether or not the related Guaranteed Obligations of such SPV Entity under its SPV Entity Guaranty or any part thereof are owing or in existence before or after or upon the date of this Agreement. Neither the execution and delivery of this Agreement nor the provision of any financial accommodation by any Secured Party shall oblige any Secured Party to make any financial accommodation or further financial accommodation available to either SPV Entity or any other Person.

(c) The Administrative Agent (for the benefit of the Secured Parties) shall have, with respect to all the Pledged Collateral, and in addition to all the other rights and remedies available to the Administrative Agent (for the benefit of the Secured Parties), all the rights and remedies of a secured party under any applicable UCC or PPSA or under this Agreement, including Section 9.01. Each SPV Entity hereby authorizes the Administrative Agent to file financing statements describing the collateral covered thereby as "all of the debtor's personal property or assets" or words to that effect, notwithstanding that such wording may be broader in scope than the collateral described in this Agreement.

(d) Immediately upon the occurrence of the Final Payout Date, the Pledged Collateral shall be automatically released from the lien created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent, the Purchasers and the other Purchaser Parties hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Pledged Collateral shall revert to the applicable SPV Entity; provided, however, that promptly following written request therefor by such SPV Entity delivered to the Administrative Agent following any such termination, and at the expense of such SPV Entity, the Administrative Agent shall execute and deliver to such SPV Entity UCC-3 termination statements (or equivalent PPSA discharges) and such other documents as such SPV Entity shall reasonably request to evidence such termination.

(e) For the avoidance of doubt, the grant of security interest pursuant to this Section 14.09 shall be in addition to, and shall not be construed to limit or modify, the sale of Sold Assets pursuant to Section 2.01(b) or the Seller's grant of security interest pursuant to Section 4.05.

SECTION 14.10. Further Assurances. Promptly upon request, each SPV Entity shall deliver such instruments, assignments or other documents or agreements, and shall take such actions, as the Administrative Agent or any Purchaser deems appropriate to evidence or perfect its security interest and lien on any of the Pledged Collateral, or otherwise to give effect to the intent of this Article XIV.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

NCR RECEIVABLES LLC,
as the Seller

By: _____
Name:
Title:

NCR ~~RECEIVABLES~~ CANADA RECEIVABLES LP,
by its general partner,
NCR CANADA RECEIVABLES GP CORP.,
as Canadian Guarantor

By: _____
Name:
Title:

NCR CORPORATION,
as a Servicer

By: _____
Name:
Title:

NCR CANADA CORP.,
as a Servicer

By: _____
Name:
Title:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name:
Title:

PNC BANK, NATIONAL ASSOCIATION,
as Group Agent for the PNC Group

By: _____
Name:
Title:

PNC BANK, NATIONAL ASSOCIATION,
as a Committed Purchaser

By: _____
Name:
Title:

PNC CAPITAL MARKETS LLC,
as Structuring Agent

By: _____
Name:
Title:

MUFG BANK, LTD.,
as a Committed Purchaser for the MUFG Group

By: _____
Name:
Title:

MUFG BANK, LTD.,
as a Group Agent for the MUFG Group

By: _____
Name:
Title:

VICTORY RECEIVABLES CORPORATION,
as a Conduit Purchaser of the MUFG Group

By: _____
Name:
Title:

Exhibit 10.10

EXECUTION VERSION

FIRST AMENDMENT TO AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT

This FIRST AMENDMENT TO AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT (this "Amendment"), dated as of October 16, 2023, is among NCR RECEIVABLES LLC, a Delaware limited liability company (the "Buyer"), NCR VOYIX CORPORATION (formerly known as NCR Corporation, "NCR"), a Maryland corporation, as initial servicer and as an originator (the "Remaining Originator"), CARDTRONICS USA, INC., a Delaware corporation ("Cardtronics"), and ATM NATIONAL, LLC, a Delaware limited liability company ("ATM National" and together with Cardtronics, each a "Released Originator", and collectively the "Released Originators").

RECITALS

1. The Buyer, the Remaining Originator and the Released Originators are parties to that certain Amended and Restated Purchase and Sale Agreement, dated as of September 30, 2021 (as amended, restated, supplemented or otherwise modified through the date hereof, the "Agreement").

2. Each of the Released Originators is being released from its obligations as an Originator under the Agreement as of the date hereof.

3. Concurrently herewith the Buyer and the Servicer are entering into that certain Seventh Amendment to Receivables Purchase Agreement, dated as of the date hereof (the "Receivables Purchase Agreement Amendment"), among the Buyer, the Canadian Guarantor, the Servicers, the Purchasers and Group Agents party thereto, the Administrative Agent and the Structuring Agent.

4. Concurrently herewith, the Buyer, the Released Originators, the Administrative Agent and each Purchaser are entering into an Assignment Agreement, dated as of the date hereof (the "Assignment Agreement"), pursuant to which (i) the Administrative Agent and each Purchaser, will assign to the Buyer and release any interest held by it in the Transferred Property (as defined in the Assignment Agreement) and (ii) the Buyer will in turn assign the Transferred Property (as defined in the Assignment Agreement) to the Released Originators.

5. The Buyer, the Released Originators and the Remaining Originator desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Definition. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings assigned thereto in, or by reference in, the Agreement.

SECTION 2. Amendments to the Agreement. The Agreement is hereby amended as follows:

(a) Schedule I of the Agreement is hereby replaced in its entirety with the schedule attached hereto as Schedule I.

(b) Schedule II of the Agreement is hereby replaced in its entirety with the schedule attached hereto as Schedule II.

(c) Schedule III of the Agreement is hereby replaced in its entirety with the schedule attached hereto as Schedule III.

(d) Schedule IV of the Agreement is hereby replaced in its entirety with the schedule attached hereto as Schedule IV.

SECTION 3. Release of Released Originators. The parties hereto hereby agree that effective as of the date hereof, the Released Originators (a) shall no longer be party to the Agreement or any other Transaction Document and shall no longer have any obligations, liabilities or rights thereunder (in each case, except to the limited extent of their obligations under this Amendment), (b) shall no longer sell any Receivables or Related Rights to Buyer pursuant to the Agreement or otherwise and (c) are hereby irrevocably released and forever discharged by the other parties hereto from any and all known and unknown claims, obligations, demands, actions, causes of action, rights, liabilities, damages, costs, expenses and compensation, whether arising under contract, common law or statute, which any other party now has or may have, or which were or could have been made in any way arising out of, arising as a result of, related to, with respect to or in connection with or based in whole or in part on the Agreement or any other Transaction Document.

SECTION 4. Assignment and Assumption of Obligations and Liabilities of Released Originators. Effective immediately prior to the releases provided in favor of the Released Originators pursuant to Section 3 above, each of the Released Originators hereby assigns to the Remaining Originator, and the Remaining Originator hereby accepts and assumes, all the obligations and liabilities (including the indemnity obligations under Section 9.1 of the Agreement) under the Agreement and each of the other Transaction Documents of the Released Originators (other than any obligations and liabilities of the Released Originators under Sections 5 and 18 of this Amendment).

SECTION 5. Termination of Subordinated Note. Each Released Originator represents and warrants to the other parties hereto that the Subordinated Note made by the Buyer to such Released Originator (each note, a "Released Originator Note") is not subject to any Adverse Claims. Each Released Originator acknowledges and agrees that all of the Buyer's outstanding obligations (including any payment obligation) under its respective Released Originator Note have been fully paid and performed on or prior to the date hereof. The Buyer and each Released Originator hereby agree that the Released Originator Note of such Originator is hereby terminated and shall be of no further force or effect.

SECTION 6. Acknowledgements and Agreements.

(a) Each reference to the Released Originators, "Cardtronics USA, Inc.", "ATM National, LLC" or words to that effect set forth in the Agreement or any other Transaction Document are hereby removed in their entirety and shall have no further force or effect.

(b) To the extent that any consent of any party hereto, in any capacity, is required under any other agreement to which it is a party for any of the transactions to be effected hereby, such party hereby grants such consent and waives any notice requirements or condition precedent to the effectiveness of any such transactions set forth in any agreement to which it is a party that has not been satisfied as of the date hereof (other than any requirements or conditions precedent set forth in this Amendment).

SECTION 7. Authorization to File Financing Statements. In furtherance of the transactions contemplated by this Amendment, the Administrative Agent, for itself and each Purchaser, hereby authorizes, upon the effectiveness of this Amendment, the filing of UCC-3 termination statements in the form attached hereto as Exhibits A-1 and A-2.

SECTION 8. Representations and Warranties. Each of the Remaining Originator and the Buyer hereby represents and warrants to each of the other parties hereto as follows:

(a) Representations and Warranties. The representations and warranties made by it in the Transaction Documents (including the Agreement, as amended hereby) are true and correct in all material respects (unless such representation or warranty contains a materiality qualification and, in such case, such representation and warranty shall be true and correct as made) on and as of such day, with the same effect as though made on and as of such day (except for representations and warranties which apply to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (unless such representation or warranty contains a materiality qualification and, in such case, such representation and warranty shall be true and correct as made) as of such earlier date).

(b) Power and Authority; Due Authorization. It (i) has all necessary power and authority to (A) execute and deliver this Amendment and the other Transaction Documents to which it is a party and (B) perform its obligations under this Amendment, the Agreement and the other Transaction Documents to which it is a party and (ii) the execution, delivery and performance of, and the consummation of the transactions provided for in this Amendment, the Agreement and the other Transaction Documents to which it is a party have been duly authorized by all necessary limited liability company or corporate action, as applicable.

(c) Binding Obligations. This Amendment, the Agreement and each of the other Transaction Documents to which it is a party constitutes legal, valid and binding obligations of such Person, enforceable against it in accordance with their respective terms, except (i) as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) as such enforceability may be limited by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(d) No Termination. No Termination Event, Unmatured Termination Event, Purchase and Sale Termination Event or Unmatured Purchase and Sale Termination Event would not result from the transactions contemplated by this Amendment or the Assignment Agreement.

SECTION 9. Conditions to Effectiveness. This Amendment shall become effective as of the date hereof and concurrently with the effectiveness of the Receivables Purchase Agreement Amendment, upon (i) receipt by the Administrative Agent of counterparts of this Amendment and the Assignment Agreement (whether by facsimile or otherwise) executed by each of the parties hereto and thereto and (ii) the cancellation and return to the Buyer (with a copy to the Administrative Agent) of each Released Originator Note.

SECTION 10. Effect of Amendment; Ratification. Except as specifically amended hereby, the Agreement is hereby ratified and confirmed in all respects by the Remaining Originator and the Buyer, and all of its provisions shall remain in full force and effect. After this Amendment becomes effective, all references in the Agreement (or in any other Transaction Document) to "the Purchase and Sale Agreement", "the Amended and Restated Purchase and Sale Agreement", "this Agreement", "hereof", "herein", or words of similar effect, in each case referring to the Agreement, shall be deemed to be references to the Agreement as amended hereby. This Amendment shall not be deemed to expressly or impliedly waive, amend, or supplement any provision of the Agreement other than as specifically set forth herein.

SECTION 11. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart hereof by facsimile or other electronic means shall be equally effective as delivery of an originally executed counterpart.

SECTION 12. GOVERNING LAW. THIS AMENDMENT, INCLUDING THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

SECTION 13. Section Headings. The various headings of this Amendment are included for convenience only and shall not affect the meaning or interpretation of this Amendment, the Agreement or any provision hereof or thereof.

SECTION 14. Transaction Document. This Amendment shall be a Transaction Document for purposes of the Receivables Purchase Agreement.

SECTION 15. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 16. Further Assurances. Each of the Buyer, the Remaining Originator, the Administrative Agent, each Purchaser and each Group Agent hereby agrees to do, at the Buyer's expense, all such things and execute all such documents and instruments and authorize and file all such financing statements and financing statement amendments, in each case, as the Released Originators may reasonably request in order to give full effect to the transactions contemplated by this Amendment and the documents, instruments and agreements executed in connection herewith.

SECTION 17. Severability. Any provisions of this Amendment which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 18. No Proceeding. Each Released Originator hereby agrees that it will not institute, or join any other Person in instituting, against the Buyer any Insolvency Proceeding for at least one year and one day following the Final Payout Date. The agreements in this Section 18 shall survive any termination of this Amendment, the Agreement or the Receivables Purchase Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

REMAINING ORIGINATOR:

NCR VOYIX CORPORATION

By: Vladimir Samoylenko
Name: Vladimir Samoylenko
Title: Assistant Secretary

RELEASED ORIGINATORS:

CARDTRONICS USA, INC.

By: Vladimir Samoylenko
Name: Valdimir Samoylenko
Title: President

ATM NATIONAL, LLC

By: /s/ Vladimir Samoylenko
Name: Vladimir Samoylenko
Title: President

BUYER:

NCR RECEIVABLES LLC

By: /s/ Vladimir Samoylenko
Name: Vladimir Samoylenko
Title: President

Consented and Agreed:

NCR VOYIX CORPORATION,
as Servicer

By: /s/ Vladimir Samoylenko
Name: Vladimir Samoylenko
Title: Assistant Secretary

PNC BANK, NATIONAL ASSOCIATION,
as a Group Agent and as Administrative Agent

By: /s/ Eric Bruno
Name: Eric Bruno
Title: Senior Vice President

MUFG BANK, LTD.,
as a Group Agent

By: /s/ Eric Williams
Name: Eric Williams
Title: Managing Director

Exhibit 10.11

Execution Version

RELEASE UNDER CANADIAN PURCHASE AND SALE AGREEMENT

This RELEASE UNDER CANADIAN PURCHASE AND SALE AGREEMENT (this "Release"), dated as of October 16, 2023, is among NCR CANADA RECEIVABLES LP, an Ontario limited partnership, by its sole general partner, NCR CANADA RECEIVABLES GP CORP., an Ontario corporation (the "Buyer"), NCR CANADA CORP. ("NCR"), a Nova Scotia unlimited company, as initial servicer and as an originator (the "Remaining Originator"), and CARDTRONICS CANADA HOLDINGS INC., an Alberta corporation ("Cardtronics" and the "Released Originator").

RECITALS

1. The Buyer, the Remaining Originator and the Released Originator are parties to that certain Canadian Purchase and Sale Agreement, dated as of September 30, 2021, as amended by that certain Joinder and Amendment Agreement dated as of September 1, 2023 (as further amended, restated, supplemented or otherwise modified through the date hereof, the "Agreement").

2. The Released Originator is being released from its obligations as an Originator under the Agreement as of the date hereof.

3. Concurrently herewith, the Buyer and the Servicer are entering into that certain Seventh Amendment to Receivables Purchase Agreement, dated as of the date hereof (the "Receivables Purchase Agreement Amendment"), among the Buyer, NCR Receivables LLC, the Servicers, the Purchasers and Group Agents party thereto, the Administrative Agent and the Structuring Agent.

4. Concurrently herewith, the Buyer, the Released Originator, the Administrative Agent and each Purchaser are entering into an Assignment Agreement (Canada) and the Buyer and the Released Originator are entering into a Reassignment Agreement (Quebec), each dated as of the date hereof (collectively, the "Assignment Agreements"), pursuant to which (i) the Administrative Agent and each Purchaser will release any interest held by it in the Transferred Property (as defined in the Assignment Agreement) and (ii) the Buyer will assign the Transferred Property (as defined in the Assignment Agreements) to the Released Originator.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Definition. Capitalized terms used in this Release and not otherwise defined herein shall have the meanings assigned thereto in, or by reference in, the Agreement.

SECTION 2. Release of Released Originator. The parties hereto hereby agree that effective as of the date hereof, the Released Originator (a) shall no longer be party to the Agreement or any other Transaction Document (other than this Release) and shall no longer have any obligations, liabilities or rights thereunder, in each case, except to the limited extent of their obligations under this Release, (b) shall no longer sell any Receivables or Related Rights to Buyer pursuant to the Agreement or otherwise and (c) is hereby irrevocably released and forever

discharged by the other parties hereto from any and all known and unknown claims, obligations, demands, actions, causes of action, rights, liabilities, damages, costs, expenses and compensation, whether arising under contract, common law or statute, which any other party now has or may have, or which were or could have been made in any way arising out of, arising as a result of, related to, with respect to or in connection with or based in whole or in part on the Agreement or any other Transaction Document.

SECTION 3. Assignment and Assumption of Obligations and Liabilities of Released Originator. Effective immediately prior to the releases provided in favour of the Released Originator pursuant to Section 2 above, the Released Originator hereby assigns to the Remaining Originator, and the Remaining Originator hereby accepts and assumes, all of the Released Originator's obligations and liabilities (including the indemnity obligations under Section 9.1 of the Agreement) under the Agreement and each of the other Transaction Documents of the Released Originators (other than any obligations and liabilities of the Released Originators under Sections 4 and 17 of this Release).

SECTION 4. Termination of Subordinated Note. The Released Originator represents and warrants to the other parties hereto that the Subordinated Note made by the Buyer to the Released Originator (the "Released Originator Note") is not subject to any Adverse Claims. The Released Originator acknowledges and agrees that all of the Buyer's outstanding obligations (including, any payment obligation) under the Released Originator Note have been fully paid and performed on or prior to the date hereof. The Buyer and the Released Originator hereby agree that the Released Originator Note is hereby terminated and shall be of no further force or effect.

SECTION 5. Acknowledgements and Agreements.

(a) Each reference to the Released Originator, "Cardtronics Canada Holdings Inc." or words to that effect set forth in the Agreement or any other Transaction Document are hereby removed in their entirety and shall have no further force or effect.

(b) To the extent that any consent of any party hereto, in any capacity, is required under any other agreement to which it is a party for any of the transactions to be effected hereby, such party hereby grants such consent and waives any notice requirements or condition precedent to the effectiveness of any such transactions set forth in any agreement to which it is a party that has not been satisfied as of the date hereof (other than any requirements or conditions precedent set forth in this Release).

SECTION 6. Authorization to File Financing Statements. In furtherance of the transactions contemplated by this Release, the Administrative Agent, for itself and each Purchaser, hereby authorizes, upon the effectiveness of this Release, the filing of one or more PPSA discharges in the form of Exhibit A hereto.

SECTION 7. Representations and Warranties. Each of the Remaining Originator and Buyer hereby represents and warrants to each of the other parties hereto as follows:

(a) Representations and Warranties. The representations and warranties made by it in the Transaction Documents (including the Agreement) are true and correct in all material respects (unless such representation or warranty contains a materiality qualification and, in such case, such representation and warranty shall be true and correct as made) on and as of such day, with the same effect as though made on and as of such day (except for representations and warranties which apply to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (unless such representation or warranty contains a materiality qualification and, in such case, such representation and warranty shall be true and correct as made) as of such earlier date).

(b) Power and Authority; Due Authorization. It (i) has all necessary power and authority to (A) execute and deliver this Release and the other Transaction Documents to which it is a party and (B) perform its obligations under this Release, the Agreement and the other Transaction Documents to which it is a party and (ii) the execution, delivery and performance of, and the consummation of the transactions provided for in this Release, the Agreement and the other Transaction Documents to which it is a party have been duly authorized by all necessary limited company, limited partnership or corporate action, as applicable.

(c) Binding Obligations. This Release, the Agreement and each of the other Transaction Documents to which it is a party constitutes legal, valid and binding obligations of such Person, enforceable against it in accordance with their respective terms, except (i) as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) as such enforceability may be limited by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(d) No Termination. No Termination Event, Unmatured Termination Event, Purchase and Sale Termination Event or Unmatured Purchase and Sale Termination Event would result from the transactions contemplated by this Release or the Assignment Agreements.

SECTION 8. Conditions to Effectiveness. This Release shall become effective as of the date hereof and concurrently with the effectiveness of the Receivables Purchase Agreement Amendment, upon (i) receipt by the Administrative Agent of counterparts of this Release and the Assignment Agreements (whether by facsimile or otherwise) executed by each of the parties hereto and thereto and (ii) the cancellation and return to the Buyer (with a copy to the Administrative Agent) of the Released Originator Note.

SECTION 9. Ratification. The Agreement is hereby ratified and confirmed in all respects by the Remaining Originator and the Buyer, and all of its provisions shall remain in full force and effect. This Release shall not be deemed to expressly or impliedly waive, amend, or supplement any provision of the Agreement other than as specifically set forth herein.

SECTION 10. Counterparts. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart hereof by facsimile or other electronic means shall be equally effective as delivery of an originally executed counterpart.

SECTION 11. GOVERNING LAW. THIS RELEASE, INCLUDING THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

SECTION 12. Section Headings. The various headings of this Release are included for convenience only and shall not affect the meaning or interpretation of this Release, the Agreement or any provision hereof or thereof..

SECTION 13. Transaction Document. This Release shall be a Transaction Document for purposes of the Receivables Purchase Agreement.

SECTION 14. Successors and Assigns. This Release shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 15. Further Assurances. Each of the Buyer, the Remaining Originator, the Administrative Agent, each Purchaser and each Group Agent hereby agrees to do, at the Buyer's expense, all such things and execute all such documents and instruments and authorize and file all such financing statements and financing statement amendments, in each case, as the Released Originator may reasonably request in order to give full effect to the transactions contemplated by this Release and the documents, instruments and agreements executed in connection herewith.

SECTION 16. Severability. Any provisions of this Release which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 17. No Proceeding. The Released Originator hereby agrees that it will not institute, or join any other Person in instituting, against the Buyer any Insolvency Proceeding for at least one year and one day following the Final Payout Date. The agreements in this Section 17 shall survive any termination of this Release, the Agreement or the Receivables Purchase Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Release as of the date first written above.

REMAINING ORIGINATOR:

NCR CANADA CORP.

By: /s/ Neil Boyd
Name: Neil Boyd
Title: Director

RELEASED ORIGINATOR:

CARDTRONICS CANADA HOLDINGS INC.

By: /s/ Giovanni Locandro
Name: Giovanni Locandro
Title: Director

BUYER:

NCR CANADA RECEIVABLES LP, by its general partner, NCR CANADA RECEIVABLES GP CORP.

By: /s/ Vladimir Samoylenko
Name: Vladimir Samoylenko
Title: Director

Consented and Agreed:

NCR CANADA CORP.,
as Servicer

By: /s/ Neil Boyd
Name: Neil Boyd
Title: Director

PNC BANK, NATIONAL ASSOCIATION,
as a Group Agent and as Administrative Agent

By: /s/ Eric Bruno
Name: Eric Bruno
Title: Senior Vice President

MUFG BANK, LTD.,
as a Group Agent

By: /s/ Eric Williams
Name: Eric Williams
Title: Managing Director

NCR Voyix Corporation Announces Completion of Spin-off of NCR Atleos Corporation

October 16, 2023 at 5:30 PM EDT

ATLANTA--(BUSINESS WIRE)—Oct. 16, 2023— NCR Voyix Corporation (previously known as NCR Corporation) (NYSE: VYX) ("Voyix") today announced that it has completed the separation of its ATM-focused business, including its self-service banking, payments & network, and telecommunications and technology businesses. The spin-off was effected through a pro rata distribution of all outstanding shares of NCR Atleos Corporation ("Atleos") common stock to holders of Voyix's common stock and is intended to qualify as a tax-free distribution (except with respect to any cash received in lieu of fractional shares) for federal income tax purposes.

Atleos common stock will begin trading "regular way" on the New York Stock Exchange under the ticker symbol "NATL" and Voyix common stock will trade "regular way" on the New York Stock Exchange under the ticker symbol "VYX" at market open on October 17, 2023. As a result of the spin-off, Voyix's focus will be on digital commerce, continuing to operate its retail, restaurant and digital banking businesses.

"Today marks a milestone for Voyix as we begin operating as a stand-alone digital commerce business," said David Wilkinson, Voyix CEO. "We are starting this journey with a stellar team, a solid financial profile and significant opportunities for long-term growth."

Wilkinson continued, "We see the potential to drive substantial long-term shareholder value and are committed to delivering best-in-class digital commerce solutions. I look forward to what lies ahead."

About the Spin-off

The distribution was effective at 5:00 p.m. local New York City time on October 16, 2023. Each of the company's common stockholders of record as of 5:00 p.m. local New York City time on October 2, 2023 (the "record date") received one share of Atleos common stock for every two shares of company common stock held as of the record date. Company common stockholders as of the record date will also receive cash in lieu of fractional shares.

About NCR Voyix Corporation

NCR Voyix Corporation (NYSE: VYX) is a leading global provider of digital commerce solutions for the retail, restaurant and digital banking industries. NCR Voyix transforms retail stores, restaurant systems and digital banking experiences with comprehensive, platform-led SaaS and services capabilities. NCR Voyix is headquartered in Atlanta, Georgia, with approximately 15,000 employees in 35 countries across the globe.

Web site: www.ncrvoyix.com
X: @NCR_Voyix
Facebook: www.facebook.com/ncrvoyix
Instagram: www.instagram.com/ncrvoyix
LinkedIn: www.linkedin.com/company/ncrvoyix
YouTube: www.youtube.com/user/ncrvoyix

Cautionary Statements

This release contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 (the "Act"). Forward-looking statements use words such as "expect," "anticipate," "outlook," "intend," "plan," "confident," "believe," "will," "should," "would," "potential," "positioning," "proposed," "planned," "objective," "likely," "could," "may," and words of similar meaning, as well as other words or expressions referencing future events, conditions or circumstances. We intend these forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in the Act. Statements that describe or relate to Voyix's plans, goals, intentions, strategies, or financial outlook, and statements that do not relate to historical or current fact, are examples of forward-looking statements. Examples of forward-looking statements in this release include, without limitation, statements regarding the separation of NCR Corporation into two separate companies, including, but not limited to, statements regarding the future commercial performance of Voyix (or its business) following such transaction and value creation and ability to innovate and drive growth generally as a result of such transaction. Forward-looking statements are based on our current beliefs, expectations and assumptions, which may not prove to be accurate, and involve a number of known and unknown risks and uncertainties, many of which are out of Voyix's control. Forward-looking statements are not guarantees of future performance, and there are a number of important factors that could cause actual outcomes and results to differ materially from the results contemplated by such forward-looking statements, including those factors relating to:

- Strategy and Technology: transforming our business model; development and introduction of new solutions; competition in the technology industry; integration of acquisitions and management of alliance activities; our multinational operations;
- Business Operations: domestic and global economic and credit conditions; risks and uncertainties from the payments- related business and industry; disruptions in our data center hosting and public cloud facilities; retention and attraction of key employees; defects, errors, installation difficulties or development delays; failure of third-party suppliers; a major natural disaster or catastrophic event, including the impact of the coronavirus (COVID-19) pandemic and geopolitical and macroeconomic challenges; environmental exposures from historical and ongoing manufacturing activities; and climate change;
- Data Privacy & Security: impact of data protection, cybersecurity and data privacy including any related issues, including the April 2023 ransomware incident previously reported at NCR Corporation;

- Finance and Accounting: our level of indebtedness; the terms governing our indebtedness; incurrence of additional debt or similar liabilities or obligations; access or renewal of financing sources; our cash flow sufficiency to service our indebtedness; interest rate risks; the terms governing our trade receivables facility; the impact of certain changes in control relating to acceleration of our indebtedness, our obligations under other financing arrangements, or required repurchase of our senior unsecured notes; any lowering or withdrawal of the ratings assigned to our debt securities by rating agencies; our pension liabilities; and write down of the value of certain significant assets;
- Law and Compliance: allegations or claims by third parties that our products or services infringe on intellectual property rights of others, including claims against our customers and claims by our customers to defend and indemnify them with respect to such claims; protection of our intellectual property; changes to our tax rates and additional income tax liabilities; uncertainties regarding regulations, lawsuits and other related matters; and changes to cryptocurrency regulations;
- Governance: impact of the terms of our Series A Convertible Preferred ("Series A") Stock relating to voting power, share dilution and market price of our common stock; rights, preferences and privileges of Series A stockholders compared to the rights of our common stockholders; and actions or proposals from stockholders that do not align with our business strategies or the interests of our other stockholders;
- Separation: that the potential strategic benefits, synergies or opportunities expected from the separation may not be realized or may take longer to realize than expected; the potential inability to access or reduced access to the capital markets or increased cost of borrowings, including as a result of a credit rating downgrade; the incurrence of significant costs in connection with the separation; the potential adverse reactions to the separation by customers, suppliers, strategic partners or key personnel and potential difficulties in maintaining relationships with such persons and risks associated with third party contracts containing consent, and/or other provisions that may be triggered by the separation; unforeseen tax liabilities or changes in tax law; non-compete restrictions in the separation agreement entered into in connection with the separation; and requests, requirements or penalties imposed by any governmental authorities related to certain existing liabilities.

Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those set forth in the forward-looking statements. There can be no guarantee that stockholders will achieve any particular level of stockholder returns. Nor can there be any guarantee that the separation will maximize value for stockholders, or that Voyix or any of its divisions will be commercially successful in the future, or achieve any particular credit rating or financial results.

Additional information concerning these and other factors can be found in Voyix's filings with the U.S. Securities and Exchange Commission, including Voyix's most recent annual report on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K. Any forward-looking statement speaks only as of the date on which it is made. Voyix does not undertake any obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

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NCR Voyix Investor Contact
Michael Nelson
Michael.nelson@ncrvoyix.com

NCR Voyix Media Contact
Lee Underwood
lee.underwood@ncrvoyix.com

Source: NCR Voyix