



A **Global Payments Company**

Nextep Systems
3310 West Big Beaver Road
Suite 200
Troy, MI 48084

xenial.com

October 11, 2023

Doug Rubin, VP, VSO
Compass Group USA, Inc.
2400 Yorkmont Rd.
Charlotte, NC 28217

Re: Changes to Amendment #5

Dear Mr. Rubin:

As you know, Compass Group USA, Inc. (“**Compass**”) and Nextep Systems, Inc. (“**Nextep**”) entered into that certain Universal Agreement for Devices, Software and Services dated June 14, 2014, as amended from time to time (the “**Agreement**”). The purpose of this letter agreement (“**Letter Agreement**”) is to modify the terms of Amendment #5 which modified the Agreement and was entered into between Compass and Nextep on December 14, 2020 (the “**Amendment**”). This Letter Agreement is to be effective as of January 1, 2024.

WHEREAS, Compass and Nextep desire to extend the Competitor Conversion Volume Allowance set forth in Section 3 of the Amendment;

NOW, THEREFORE, in consideration of the mutual covenants in this Letter Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Compass and Nextep agree as follows:

1. Section 3 of the Amendment is deleted in its entirety and replaced with the following:

“3. In addition to those Volume Allowances referenced in Section 2 of the Fourth Amendment to the Agreement, Nextep is offering a limited, non-perpetual Competitor Conversion Volume Allowance, as defined below:

Beginning January 1, 2021 and through December 31, 2024, NEXTEP shall issue to Customer a quarterly allowance (the “**Competitor Conversion Volume Allowance**”) in the form of a credit memo based on total Fees paid by Customer pursuant to Section 5 of the Agreement and the Pricing Table during the then-current calendar year, only for Applicable End-Users, as defined below, calculated and payable as provided in Table 2 below. However, such total Fees paid for purpose of calculating the Competitor Conversion Volume Allowance will not include (A) amounts paid for Expenses as described in Section 5.6 of the Agreement; (B) amounts paid for hardware maintenance; or (C) amounts paid for Subscription Fees (as described in Section 5.5 of the Agreement) after the first year of each initial or renewal subscription term. For clarity, amounts paid for Subscription Fees during the first year of each initial or renewal subscription term will be included in the total Fees paid for calculating the Competitor Conversion Volume Allowance.



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Table 2**First Year Accelerator Competitor Conversion Volume Allowance (2021)**

Allowances for Fees Paid During a Calendar Year			
Fees Paid	<\$3,000,000	\$3,000,001-\$7,000,000	>\$7,000,001
Allowance on Fees Paid	5%	7%	9%

Competitor Conversion Volume Allowance (2022-2024)

Allowances for Fees Paid During a Calendar Year			
Fees Paid	<\$3,000,000	\$3,000,001-\$7,000,000	>\$7,000,001
Allowance on Fees Paid	2%	4%	6%

Allowances shall be calculated as of the end of each calendar quarter. NEXTEP shall issue the credit memo to Customer no later than thirty (30) days from the last day of each quarter.

Customer acknowledges and agrees that the above Competitor Conversion Volume Allowances shall only apply to calendar years 2021, and 2022-2024, respectively, and no further allowances will be granted beyond 2024 except as agreed by both parties in writing, and further that the Competitor Conversion Volume Allowances only apply to net-new End-User Clients converted from Agilysys and implemented at Compass National Accounts (defined below) during 2021, and 2022-2024, respectively, that sign three (3) year agreements with Customer and NEXTEP no later than June 30, 2024 (“**Applicable End-Users**”), and the Competitor Conversion Volume Allowance shall not apply to any End-User Client renewals. For purposes of this Amendment, “Compass National Accounts” means the following Compass accounts: Pfizer, BNY, Wells Fargo, IBM, Verizon, Amgen, UHG, Intel, Bank of America.

The parties agree that NEXTEP will provide a fifty percent (50%) discount on the first year of Subscription Fees for Applicable End-Users onboarded during calendar years 2021 - 2024.”

2. Miscellaneous. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement. The Agreement and this Letter Agreement (together with all related exhibits and schedules) collectively constitutes the sole and entire agreement of the parties hereto with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such



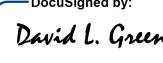
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subject matter. Except as modified by this Letter Agreement, the Amendment and the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Letter Agreement and the terms of the Amendment, this Letter Agreement shall control. This Letter Agreement may not be amended altered, or modified in any way except in writing signed by all parties. This Letter Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures may be accepted as original signatures.

If the foregoing terms are acceptable to you, please date, sign, and return the enclosed copy of this Letter Agreement.

Sincerely,

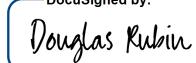
NEXTEP SYSTEMS, INC.

MM By: 
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Name: David Green

Title: Secretary

ACKNOWLEDGED AND AGREED TO BY COMPASS GROUP USA, INC.

By: 
94751A9CC96F40C...
Name: Douglas Rubin
Title: VP VSO
Date: 10/11/2023