

Authorized User Agreement

This Authorized User Agreement (this "Agreement") is made and effective as of _____ ("Effective Date") among WORLDPAY, LLC ("Contractor", also referred to herein as "Processor") having its principal office at 8500 Governors Hill Drive, Symmes Township, Ohio 45249-1384, the Member Bank, and _____ having its office at _____ ("Authorized User", also referred to herein as "Merchant"). The foregoing are collectively referred to herein as the "Parties". All references to Processor shall also be deemed references to Contractor. All references to Merchant shall be deemed references to Authorized User.

RECITALS

- I. WHEREAS, this Authorized User Agreement is additional to the Centralized Contract for the Acquisition of Payment Processing Services dated December 6, 2019 by and between Contractor and the the People of the State of New York, acting by and through the Commissioner of the Office of General Services having its offices at the 36th Floor, Corning Tower, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242 (the "OGS") (the "Centralized Contract", referenced by the OGS as Contract # PS68916).
- II. WHEREAS, Appendix B, § 26, Modification of Contract Terms, as attached to the Centralized Contract and amended by Section 3.7(2) of the Centralized Contract provides for additional or alternative terms and conditions of the Centralized Contract upon mutual written agreement of the Contractor and Authorized User for the purpose of entering into an agreement for Contractor's provision of Payment Gateway Services, Payment Processing Services and Point of Sales (POS) Terminals to the Authorized User.
- III. WHEREAS, the Contractor and Authorized User have agreed to supplement the Centralized Contract on the additional or alternative terms of this Agreement for the purpose of Contractor's provision of Payment Gateway Services, Payment Processing Services and Point of Sales (POS) Terminals to the Authorized User.
- IV. WHEREAS, Contractor and/or Member Bank participate in Payment Programs and provide Payment Gateway Services, Payment Processing Services and Point of Sales (POS) Terminals.
- V. WHEREAS, Authorized User wishes to participate in Payment Programs and receive Payment Gateway Services, Payment Processing Services and Point of Sales (POS) Terminals from Contractor and/or Member Bank on the terms of the Centralized Contract, in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth, the Parties agree as follows:

1. Definitions. All capitalized terms not otherwise defined in this Agreement shall have the meaning as set forth in the Centralized Contract. For the purposes of this Agreement, the following terms shall have the meanings set forth below:

Account shall mean an open checking account at a financial institution acceptable to Processor which Processor or its agent can access through the ACH system.

Account Change means a change in the Account or the financial institution where the Account is located.

Cardholder shall mean any person authorized to use the Cards or the accounts established in connection with the Cards.

Card(s) shall mean MasterCard, VISA, Discover, and Other Network cards, account numbers assigned to a Cardholder, or other methods of payment accepted by Processor, for which pricing is set forth in this Agreement.

Data Incident shall mean any alleged or actual compromise, unauthorized access, disclosure, theft, or unauthorized use of Card or Cardholder information, regardless of cause, including without limitation, a breach of or intrusion into any system, or failure, malfunction, inadequacy, or error affecting any server, wherever located, or hardware or software of any system, through which Card information resides, passes through, and/or could have been compromised.

Discover shall mean Discover Financial Services, LLC.

Float Event shall mean a circumstance where Processor, for whatever reason, advances settlement or any amounts and/or delays the assessment of any fees.

MasterCard shall mean MasterCard International, Inc.

Member Bank shall mean a member of VISA, MasterCard and/or Other Networks, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, the Member Bank shall be Fifth Third Bank, N.A.

Merchant Supplier shall mean a third party other than Processor or Member Bank used by Merchant in connection with the Services received hereunder, including but not limited to, Merchant's software providers, equipment providers, and/or third party processors.

Other Network shall mean any network or card association other than VISA, MasterCard, or Discover that is identified in the Merchant Price Schedule and in which Merchant participates hereunder.

Service(s) shall mean any and all services described in, and provided by Processor pursuant to, this Agreement.

Service Delivery Process means Processor's then standard methods of communication, service and support, including but not limited to communication via an online Merchant portal, email communication, statement notices, other written communications, etc.

VISA shall mean VISA USA, Inc.

Other defined terms and Services applicable to this Agreement will be contained in a "General Services Addendum" as described herein.

2. Conflict of Terms. This Agreement is comprised of the following documents. Conflicts among these documents shall be resolved in the following order of precedence: (i) Appendix A, Standard Clauses for New York State Contracts (October 2019); (ii) Attachment 1 – Contract Pricelist, as amended by Processor from time to time; (iii) an addendum (including the General Services Addendum), schedule, or exhibit to this Agreement; (iv) this Authorized User Agreement; (v) the Centralized Contract; (vi) Appendix B, General Specifications (April 2016); (vii) Attachment 2 – Insurance requirements; and (viii) Attachment 3 – Program Plan Application. In the event of a conflict between this Agreement and the Card Association Rules, the Card Association Rules shall control.

3. Term. The term of this Agreement shall begin on the Effective Date and continue for five (5) years. Unless either Party gives written notice to the other Party at least sixty (60) days prior to the expiration of any term, this Agreement shall be automatically extended for successive one (1) year periods. All obligations of Merchant incurred or existing under this Agreement as of the date of termination, shall survive such termination.

4. Rules Summary; Card Association Rules; General Services Addendum. Merchant acknowledges receipt and review of the Rules Summary, which is incorporated into this Agreement by reference. Merchant agrees to fully comply with all of the terms and obligations in the then current Rules Summary, as changed or updated by Processor from time to time, at Processor's sole reasonable discretion with notice in accordance with the Service Delivery Process. The "Rules Summary" is a summary of key Card Association Rules (also referred to as "Card Organization Rules" in the Centralized Contract) that govern this Agreement. In the event there is a change in the Rules Summary by Processor that is not related to or based on a corresponding Card Association rule or requirement, such provision will not be binding on Merchant. Merchant agrees to participate in the Card Associations in compliance with, and subject to, the Card Association Rules. Without limiting the foregoing, Merchant agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Other Networks, including but not limited to PCI-DSS, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, the American Express Data Security Requirements (DSR), and any other program or requirement that may be published and/or mandated by the Card Associations. Should any Card Association Rule(s) not be publicly available or otherwise made available to the Merchant, such unavailability shall not alter or limit Merchant's obligation to comply with the Card Association Rules. Notwithstanding Processor's assistance in understanding the Card Association Rules, Merchant expressly acknowledges and agrees that it is assuming the risk of compliance with all provisions of the Card Association Rules, regardless of whether Merchant has possession of those provisions. Both MasterCard and VISA make excerpts of their respective Card Association Rules available on their internet sites. Merchant acknowledges responsibility for any liability resulting from its decision not to participate in optional Card Association programs, including but not limited to any increased Data Incident liability resulting from its decision not to participate in a Card Association EMV program. In the event Merchant chooses to participate in an optional Card Association program, including but not limited to an EMV program, Merchant acknowledges and agrees that it shall be responsible for (i) ensuring compliance with any applicable program requirements and/or Card Association Rules applicable to such program, including but not limited to making any updates to its point of sale equipment and (ii) any cost associated with its participation in the applicable program, including any costs assessed to Merchant by Processor. Other Services applicable to this Agreement will be contained in the General Services Addendum as may be published and modified from time to time by Processor and the Parties agree that such Addendum shall be incorporated into and made part of this Agreement and that such Addendum shall apply only with respect to those Services actually provided by Processor and received by Merchant hereunder. Merchant acknowledges receipt and review of the General Services Addendum. In the event of a conflict between the fees set forth on Attachment 1 – Contract Pricelist and the General Services Addendum, Attachment 1 – Contract Pricelist shall control.

5. Data. Each Party acknowledges responsibility for data on its own respective proprietary systems, and for compliance with all federal and state laws and regulations pertaining to the security of data; provided, however, that neither Party nor its subcontractors will be responsible for any security breach or non-compliance with federal or state laws or regulations or terms of this Agreement which results from any act or omission of the other Party Merchant warrants that Merchant has taken such precautions as are necessary to ensure that Merchant's server and electronic systems are secure from breach or intrusion by unauthorized third parties. In the event of a Data Incident, or a suspected Data Incident, on Merchant's system, Merchant shall promptly notify Processor of such Data Incident and shall take necessary precautions to prevent such Data Incidents from occurring in the future.

6. Delivery and Upgrades. Delivery of the Payment Gateway Services, Payment Processing Services and Point of Sales (POS) Terminals shall be made on or before a date that is mutually agreed upon by Merchant and Processor and set forth in the implementation plan in accordance with Section 3.18 of the Centralized Contract. Merchant shall comply with all time deadlines, equipment and software maintenance and upgrading requirements to the extent required by the Card Associations and/or Card Association Rules. Merchant shall use best efforts to comply with all other time deadlines, equipment and software maintenance and upgrading requirements which Processor may reasonably impose on Merchant from time to time.

7. Processor Fees. Merchant agrees to pay Processor the fees, expenses and all other amounts set forth in this Agreement including, but not limited to, Attachment 1 – Contract Pricelist. Merchant acknowledges and agrees that this Section 7 shall not be intended or construed to permit Merchant to terminate this Agreement as a result of a change or increase in fees from third parties and/or in pass through fees as referenced in this Agreement or Attachment 1 – Contract Pricelist. At Merchant’s request, Processor may, in its sole discretion, establish multiple Merchant billing definitions on its system, and in such event Processor shall assess all applicable fees separately and independently with respect to each such billing definition.

8. Third Party Assessments. Notwithstanding any other provision of this Agreement, Merchant shall be responsible for all amounts imposed or assessed to Merchant, Processor, and/or Member Bank in connection with this Agreement by Member Bank and/or third parties such as, but not limited to, Card Associations and Merchant Suppliers (including telecommunication companies), to the extent that such amounts are not the direct result of the gross negligence or willful misconduct of Processor. Such amounts include, but are not limited to, fees, fines, assessments, sponsorship fees, penalties, loss allocations, etc. Any changes or increases in such amounts shall automatically become effective upon notice to Merchant via Processor’s Service Delivery Process and shall be immediately payable by Merchant when assessed by Processor. In the event of a Float Event, Processor reserves the right to assess to Merchant, and Merchant shall pay to Processor, a cost of funds associated with the Float Event (which Processor may at its option assess as a transaction surcharge), the amount of which shall be determined by Processor in its reasonable discretion, and which may be changed by Processor from time to time, and such cost of funds shall be effective as of the start of the Float Event and shall be immediately payable by Merchant when assessed by Processor.

9. Set-Off. Processor may refuse to acquire any sales transaction or claim the amount of which, in whole or in part, it could charge back to the Merchant pursuant to this Agreement, if it had acquired the sales transaction or claim. Merchant acknowledges and agrees that Processor is not responsible for any action or inaction taken by the financial institution or other entity that issued the Card(s) to the Cardholder or the processor of such Card(s). Merchant agrees that Processor may set off any amounts due to Processor from amounts owed to Merchant, including but not limited to any amounts owed to Merchant from Processor and/or any of its affiliate(s).

10. Payment. Merchant shall always maintain an open Account. Merchant irrevocably authorizes Processor to debit and/or credit the Account to settle any and all fees and other amounts due Processor under this Agreement, and such authority shall remain in effect for a period of one (1) calendar year following the date of termination of this Agreement, regardless of whether Merchant has notified Processor of an Account Change. Merchant shall always maintain the Account with sufficient cleared funds to meet its obligations under this Agreement. In the event Merchant desires an Account Change, Merchant shall give Processor thirty (30) days prior written notice in accordance with the provisions of Section 4.1 of the Centralized Contract of any such change, and Processor shall use reasonable commercial efforts to effect such Account Change; however, such Account Change shall not be effective until the date on which Processor actually makes such Account Change on Processor’s system. In no event shall Processor have any liability for any amounts directed to an Account that has been designated by any purported representative of Merchant or its Merchant Supplier at any time during the term of this Agreement, regardless of any Account Change. All amounts due Processor under this Agreement shall be due from Merchant as of the date Processor originates an ACH debit transaction record to Merchant’s Account. Any fees not collected from Merchant by Processor when due shall bear interest at one (1) percentage point per month but in no event more than the highest rate permitted by law. The acceptance by Processor, Processor’s affiliate or other financial institution of Merchant’s closing (or termination of) its Account shall not constitute a mutually agreed upon termination of this Agreement. Without limiting the generality of any other provision of this Agreement, Processor and/or Member Bank are hereby authorized by Merchant to charge amounts due under this Agreement (i) against each day’s sales transactions; (ii) against any reserve; or (iii) by making an ACH debit to Merchant’s Account.

11. Reserve; Letter of Credit. As a specifically bargained for inducement for Processor to enter into this Agreement with Merchant, Processor at its option reserves the right to (i) establish from amounts payable to Merchant hereunder, and/or cause Merchant to pay to Processor, a reserve of funds satisfactory to Processor to cover actual or anticipated fees, liabilities, chargebacks, returns and any other applicable assessments incurred or expected to be incurred by Processor or Member Bank related to the Services provided to Merchant; and/or (ii) require Merchant to establish an irrevocable standby letter of credit, including additional and/or replacement letters of credit if required by Processor, with a beneficiary designated by Processor, and which are issued from a financial institution other than Member Bank or any of its affiliates, that is acceptable to Processor, in a format, with an expiration date, and in an amount acceptable to Processor in its sole discretion. In the event Merchant fails to establish, for any reason whatsoever, a reserve and/or a letter of credit as required above, Processor shall have all of the rights and remedies available to Processor in this Agreement, including but not limited to exercising the rights and remedies of Processor in Section 12. In the event Processor exercises its right to establish a reserve or require a letter of credit pursuant to this Section 11, Merchant may, subject to the following provisions, terminate this Agreement upon thirty (30) days advance written notice to Processor provided Processor receives such written notice from Merchant of its intention to so terminate within

ninety (90) days of the date on which Processor establishes the reserve or requires the letter of credit. Upon Processor's receipt of Merchant's written notice pursuant to the immediately preceding sentence, Processor may, at its option, return the reserve to Merchant or waive the requirement for a letter of credit, and, in the event Processor elects to return the reserve to Merchant or waive the requirement for a letter of credit, Merchant shall not have the right to terminate this Agreement pursuant to this Section 11 and this Agreement shall remain in full force and effect notwithstanding Merchant's written notice to terminate.

Merchant shall not sell, assign, transfer or encumber all or any part of its interest in the reserve account, if any, or any present or future rights under this Agreement, including but not limited to, Merchant's right to receive any payments or funds. Neither Processor nor Member Bank shall be obligated to honor any such purported attempt to sell, assign, transfer or encumber such interest, rights, payments or funds unless both Processor and Member Bank consent in writing. In the event Merchant breaches this paragraph, then, in addition to any other rights and remedies Processor may have under this Agreement and otherwise, Processor shall have the right, at its option, to withhold any or all funds or payments which would otherwise be payable to Merchant under this Agreement until it shall have received instructions concerning the disposition of such payments or funds, satisfactory in form and substance to Processor and signed by both Merchant and any purported assignee. Merchant shall indemnify Processor and hold it harmless from and against any and all claims, liabilities and damages which may be asserted against Processor by any purported assignee or any other person arising out of Merchant's purported sale, assignment, transfer or encumbrance of all or any of Merchant's present or future rights under this Agreement.

12. Default. The following events shall be considered an "Event of Default":

- (i) Merchant becomes subject to any voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding, a receiver is appointed for Merchant, or Merchant makes an assignment for the benefit of creditors, or admits its inability to pay its debts as they become due; or
- (ii) Merchant fails to pay or reimburse the fees, expenses or charges referenced herein when they become due; or
- (iii) Merchant is in default of any terms or conditions of this Agreement whether by reason of its own action or inaction or that of another; or
- (iv) Processor reasonably believes that there has been a material deterioration in Merchant's financial condition; or
- (v) any standby letter of credit, if and as may be required pursuant to Section 11, will be cancelled, will not be renewed, or is not in full force and effect; or
- (vi) Merchant ceases to do business as a going concern or there is a change in ownership of Merchant which changes the identity of any person or entity having, directly or indirectly, more than 50% of either the legal or beneficial ownership of Merchant.

Upon the occurrence of an Event of Default, Processor may at any time thereafter terminate this Agreement by giving Merchant written notice thereof. However, except in instances where immediate termination is required by any Card Association or if Member Bank and/or Processor reasonably believe that the Event of Default poses material risk to either of them or involves a violation of applicable law, Merchant will have thirty (30) days following Processor's notice to cure an Event of Default under Section (ii), (iii), (iv) or (v) prior to termination under this Section 12. Termination of Merchant for any reason shall not relieve Merchant from any liability or obligation to Processor. If, prior to the date on which the then current term of this Agreement is scheduled to expire, either this Agreement is terminated by Processor as specifically permitted by this Agreement, or Merchant for any reason discontinues receiving the Services from Processor (except as may be specifically permitted by this Agreement), Merchant shall be liable to Processor for liquidated damages in an amount equal to the average monthly revenue (which does not include interchange and other Card Association fees) payable to Processor as a result of this Agreement for the three calendar months in which such revenue was the highest during the preceding twelve (12) calendar months, or such shorter period if this Agreement has not been in effect for twelve (12) months), multiplied by the number of months remaining during the then current term of this Agreement. Merchant recognizes and agrees that the liquidated damages are fair and reasonable because it is not possible to establish the actual increase in volume and activity by Merchant during the term of this Agreement. Merchant shall also reimburse Processor for any damage, loss or expense incurred by Processor as a result of a breach by Merchant, including any damages set forth in any addendum and/or schedule and/or exhibit hereto and including all past due, unpaid and/or future invoices for services rendered by Processor in connection with this Agreement. All such amounts shall be due and payable by Merchant upon demand. Processor shall also have the option to require Merchant to reacquire all outstanding sales transactions acquired by Processor hereunder. In addition to, and not in limitation of the foregoing, Processor may refuse to provide the Services in the event it has not been paid for the Services as provided herein.

13. Indemnification. In accordance with Section 8 of the New York Court of Claims Act (N.Y. CT. CL. Act § 8), the Merchant shall indemnify, defend, and hold harmless Processor, and its directors, officers, employees, affiliates and agents from and against all proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever, including all reasonable legal and accounting fees and expenses and all reasonable collection costs, incurred by Processor, its directors, officers, employees, affiliates and agents resulting from or arising out of the Services in this Agreement, Merchant's processing activities, the business of Merchant or its customers, any sales transaction acquired by Processor, any noncompliance with the Card Association Rules (or any rules or regulations promulgated by or in conjunction with the Card Associations) by Merchant or its agent (including any Merchant Supplier), any Data Incident, any infiltration, hack, breach, or violation of the processing system of Merchant, its

Merchant Supplier, or any other third party processor or system, or by reason of any breach or nonperformance of any provision of this Agreement on the part of the Merchant, or its employees, agents, Merchant Suppliers, or customers.

The indemnification of Processor by the Merchant shall survive the termination of this Agreement. Processor shall (i) provide prompt written notice of any claim to the Merchant; (ii) cooperate with all reasonable requests of the Merchant; and (iii) surrender exclusive control of the defense and settlement of any third party claim to the Merchant provided that the Merchant will obtain Processor's written consent prior to agreeing to any settlement or agreement that requires Processor to make any admission of fault or to pay any amounts in connection with such settlement or agreement that are not fully paid for by the Merchant. Processor shall not unreasonably withhold or delay any consent required under this Section 13. Processor may elect to participate in the action with an attorney of its own choice at its own expense.

14. Regulatory Remedial Right. Processor may suspend or cease providing any Service in this Agreement if: (i) in Processor's reasonable opinion, such Service, or the business of Merchant, violates or would violate the Card Association Rules, or any federal, state or local statute or ordinance, or any regulation, order or directive of any governmental agency or court; (ii) Merchant is accused by any federal, state or local jurisdiction of a violation of any applicable statute or ordinance or any regulation, order or directive of any governmental agency or court, or if Processor reasonably believes, based upon the opinion of its legal counsel, that Merchant may be in violation of any of the foregoing; and/or (iii) in Processor's reasonable opinion, Merchant's activities may result in increased regulatory scrutiny or reputational harm. Processor may also suspend or cease providing any Service in this Agreement to Merchant if directed to do so by Member Bank. Should Merchant not process sales transactions through Processor's system for a period of one year or more, Processor may remove Merchant from Processor's systems without notice, without relieving Merchant from any of Merchant's obligations under this Agreement.

15. Member Bank. Processor and Member Bank may jointly or individually assert or exercise any rights or remedies provided to Processor and Member Bank hereunder. Processor and Member Bank reserve the right to allocate the duties and obligations assigned hereunder to Processor between themselves, as they deem appropriate in their sole discretion. Member Bank has certain obligations to Merchant pursuant to the Card Association Rules. Processor is party to an agreement with Member Bank and under such agreement is authorized to provide the services described herein. This Agreement shall be deemed accepted by Member Bank as of the date the first transaction is acquired under this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, N.A., located in Cincinnati, Ohio. The Member Bank may delegate certain or all of its duties to an affiliate of the Member Bank at any time, without notice to Merchant. The Member Bank may be changed, and its rights and obligations assigned to another party by Processor at any time without notice to Merchant.

16. User Interface. Processor, via a third party, shall provide Merchant with a front-end user interface ("User Interface"). In relation to the User Interface, the following provisions apply:

(i) Sales Transaction Date. The date on which a sales transaction is posted to the User Interface by a Cardholder will be deemed the date the sales transaction is made for all purposes, including any late fees, if any, that Merchant may charge to such Cardholder. The date the sales transaction is "posted" is the date the Cardholder manually transmits the sales transaction to the User Interface or the date an agreed automatic sales transaction is initiated, whichever is applicable. Processor will remit to Merchant all sales transactions paid via the User Interface no later than three (3) business days following the date a sales transaction is posted.

(ii) Fraud. Processor may, in its sole discretion, implement any fraud prevention systems that it deems necessary, appropriate and/or advisable, including, but not limited to, CVV2, Address Verification Service, Verified by Visa, MasterCard Secure Code and/or similar systems.

(iii) Specific Prohibitions. Notwithstanding anything contrary in this Agreement, Merchant will not: (a) rent, lease, assign, sublicense, transfer, distribute, allow access to, and/or time share the User Interface to or with any third party; (b) disassemble, decompile, decrypt, extract, reverse engineer and/or modify the User Interface, or otherwise apply any procedure or process to the User Interface in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the User Interface or any algorithm, process, procedure or other information contained in the User Interface; (c) distribute, facilitate, enable or allow access or linking to the User Interface in any manner deemed by Processor in its sole and absolute discretion to be objectionable or harmful to the business and/or reputation of Processor or its subcontractors and/or for any unlawful, illegal, pornographic, and/or injurious purpose; (d) make any use of the User Interface that impairs the functionality of the User Interface; (e) make use of the User Interface in any way, other than in accordance with this Agreement or as otherwise instructed by Processor in writing; (f) use the User Interface, either directly or indirectly, to develop any product or service that competes with the products and/or services provided by Processor or its subcontractors; (g) make any copies of the User Interface; (h) circumvent or attempt to circumvent any applicable security measures of the User Interface; (i) attempt to access or actually access portions of any systems proprietary to Processor or its subcontractors and/or software not authorized for Merchant's use; and/or (j) use the User Interface in any manner, or in furtherance of any activity that may cause Processor or its subcontractors to be subject to investigation, prosecution, and/or legal action.

(iv) Intellectual Property. Processor represents that it owns, licenses or has the right to use and will retain during the Term all proprietary rights in and to the User Interface and all development tools, routines, subroutines, applications, software and other materials that Processor may use in connection with implementation and operation of the User Interface. Merchant

acknowledges that, as between Merchant and Processor, Processor owns, licenses and/or has the right to use, all right, title and interest, including without limitation any and all rights existing under patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights in and to all of the intellectual property developed, owned, used and/or licensed by Processor in connection with its performance under this Agreement, including the User Interface (the "Processor IP") and that Merchant will not acquire any right, title, or interest in or to the Processor IP, including the User Interface. There are no implied licenses granted under this Agreement, and any rights not expressly granted to Merchant hereunder are reserved by Processor. Merchant will not take any action inconsistent with Processor's property rights in and to the User Interface, and/or any other intellectual property right of Processor.

(v) Terminals. Merchant acknowledges and agrees that Processor may permit Merchant to possess point of sale terminals solely for the purpose of permitting Cardholders to initiate sales transactions via the User Interface. As such, Merchant acknowledges and agrees that Processor and its subcontractors own the point of sale terminals, that, except for the foregoing, Merchant has no rights in or to the point of sale terminals (whether as owner, lessor, licensee or otherwise), and that Merchant will immediately deliver all point of sale terminals to Processor upon the earlier of the termination of this Agreement or when any such terminal is no longer being used by Cardholders to initiate sales transactions via the User Interface within the prior sixty (60) days. Merchant will keep all point of sale terminals in good order and repair except for normal wear and tear in the ordinary course of business.

(vi) DISCLAIMER OF WARRANTIES; AVAILABILITY. PROCESSOR MAKES NO WARRANTIES REGARDING THE QUALITY, RELIABILITY, TIMELINESS OR SECURITY OF THE WORLD WIDE WEB OR TELEPHONE LINES, THE INTERNET AND OTHER GLOBALLY LINKED COMPUTER NETWORKS, OR THE WEBSITES ESTABLISHED THEREON INCLUDING THE USER INTERFACE, WILL BE UNINTERRUPTED OR ERROR FREE AND PROCESSOR WILL IN NO WAY BE LIABLE TO MERCHANT OR CARDHOLDER DUE TO ANY DISRUPTION OF PROCESSOR'S USER INTERFACE OR NON-AVAILABILITY OF THE USER INTERFACE DURING WHICH CARDHOLDERS ARE UNABLE TO ACCESS OR USE THE USER INTERFACE DUE TO A CONFIRMED PROBLEM THEREIN.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement effective as of the Effective Date.

WORLDPAY, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____