

INTERPAYMENTS BINSERV PARTNERSHIP AGREEMENT

This InterPayments Partnership Agreement (the "Agreement") dated as of the Effective Date listed in the signature block below (the "Effective Date") between InterPayments LLC, a Delaware limited liability company with its principal place of business at 145 Forest Ave. Palo Alto, CA 94301 ("InterPayments") and the counterparty of this Agreement as stated in the signature block below (together with its Affiliates, the "Partner").

In consideration of mutual promises and undertakings set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS

"Affiliate" of a party means any corporation or other entity that such party directly or indirectly controls, is controlled by, or is under common control with. In this context, a party "controls" a corporation or other entity if it or any combination of it and/or its Affiliates owns more than fifty percent (50%) of the voting rights for (i) the board of directors, or (ii) other mechanism of control for such corporation or other entity.

"Aggregated Use Data" means data concerning the use, performance, and measurement data created by, or made available through the Services. These data may be related to or derived from Partner and Customer's use of the Services. Aggregated Use Data does not identify or permit identification of an individual user or customer.

"Applicable Law" means all laws, rules, regulations applicable to any activity carried out or proposed to be carried out by a Party under this Agreement.

"Confidential Information" means any and all proprietary or confidential technical, financial or business information or trade secrets in whatever form (written, oral or visual) that is disclosed, directly or indirectly, to one party (the "Recipient") by or on behalf of the other party (the "Discloser") that (a) if in tangible form, Discloser has labeled in writing as proprietary or confidential, (b) if in oral or visual form, Discloser has identified as proprietary or confidential at the time of disclosure or within thirty (30) days thereafter, or (c) is of a character that is commonly and reasonably regarded as confidential and/or proprietary in the software and financial services industry. Confidential Information includes, but is not limited to software (in

source code form), inventions (whether or not patentable), trade secrets, ideas, know-how, techniques, processes, formulas, algorithms, schematics, software design and architecture, design and functional specifications, problem reports and performance information, marketing and financial plans and data. "Confidential Information" does not include information that: is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of Recipient; is in Recipient's possession at the time of disclosure other than as a result of Recipient's breach of any legal obligation; becomes known to Recipient through disclosure by sources other than Discloser having the legal right to disclose such Confidential Information; or is independently developed by Recipient without reference to or reliance upon such Confidential Information as evidenced by Recipient's contemporaneous written records. The parties agree that the terms and conditions of this Agreement shall be considered Confidential Information.

"Customer Data" means all electronic data or information submitted by Customers to the Services.

"Customer" means each entity which, for its own internal business purposes (not for resale or distribution) licenses the Services.

"End User License Agreement" or "EULA" means the Services license agreement between InterPayments and the Customer, the current form of which is attached to this Agreement as Exhibit A. InterPayments may alter, modify or change InterPayments' standard End User License Agreement upon thirty (30) days prior written notice by InterPayments to Partner.

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“**Fees**” means the fees and expenses due and payable under this Agreement as described in an Order Form.

“**Partner Agents**” means a person or entity that Partner appoints to market, promote or re-sell the Services on behalf of Partner.

“**Partner Data**” means all electronic data or information submitted by Partner to the Services.

“**Partner Product**” means the Partner software into which the InterPayments software may be incorporated and which a Customer acquires the right to use from Partner pursuant to the terms of the End User License Agreement.

“**Order Form**” means an order for that specifies the Fees to be paid by Partner and includes the configuration, term, usage restrictions, billing details, and other details about the Services to be provided by InterPayments executed between the Parties. Each Order Form is expressly incorporated into this Agreement. In the event of a direct conflict between the terms and conditions of this Agreement and the terms and conditions of any Order Form, the terms and conditions of this Agreement shall control.

“**Services**” means the software and services that are ordered by Partner pursuant to the Order Form and/or this Agreement and made available by InterPayments. Partner shall only have access to the components of the Services described in the applicable Order Form and/or this Agreement.

“**Territory**” means the United States.

1. APPOINTMENT; LICENSE; RESPONSIBILITIES.

1.1 Appointment; Provision of Services. Conditioned on the provisions in this Section 2 and the other terms and conditions of this Agreement and payment of the applicable Fees, InterPayments hereby appoints Partner, and Partner hereby accepts, for the Term (unless terminated as provided in this Agreement), a nonexclusive, non-transferable, appointment for the Territory to act as an InterPayments approved Partner

of the Services for the Territory. Partner shall market, promote and re-sell the Services to Customers and potential Customers in the Territory, at its own expense and using its own efforts with its own sales force (including Partner Agents).

1.2 License Grant. Subject to the terms and conditions of this Agreement, InterPayments hereby grants to Partner a non-transferable, non-exclusive, non-sublicensable license that may be solely exercised within the Territory: (i) to distribute directly to Customers in the Territory the Services on a standalone basis or as incorporated into Partner Product for use in accordance with the terms and conditions of the End User License Agreement; and (ii) to use, install and operate the Services (solely on Partner's systems or, if Partner relies upon 3rd party to accept payments, such as in a point of sale operating system or physical terminal device, in conjunction with Partner's systems) for the sole purpose of: (a) testing and evaluation of the Services; (b) training Partner's personnel in the marketing and sale of the Services; and (c) demonstrating and promoting the Services to potential End Users as a part of the Partner Product. InterPayments reserves the right, from time to time and in its sole discretion, inside or outside the Territory, to increase or decrease the number of authorized Partners of the Services and to distribute the Services using its own personnel or independent sales representatives or via any other distribution channel.

1.3 Partner Agents. Partner may, without the prior written consent of InterPayments, appoint Partner Agents to market, promote and/or re-sell the Services within the Territory, provided that Partner shall continue to be responsible for all of its duties and obligations under this Agreement and for any acts or omissions of any of its Partner Agents, and any acts or omissions of any of its Partner Agents shall be attributed to Partner, and Partner shall: (a) be liable to InterPayments for all material losses, costs, damages and expenses of whatsoever nature, that InterPayments may sustain or incur as a result or in connection with any material act or omission of any Partner Agent, provided that Partner shall be entitled to the benefit of any limitations in this Agreement to the same extent as if such acts or omissions had been those of Partner and (b) indemnify InterPayments, its

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officers, directors, employees, agents and Affiliates (including their officers, directors, employees, agents) from and against any and all actions, causes of action, claims and demands of whatsoever nature caused by, arising directly or indirectly out of, or in connection with any acts or omissions of any Partner Agent, provided that Partner shall be entitled to the benefit of any limitations in this Agreement to the same extent as if such acts or omissions had been those of Partner.

1.4 Restrictions on Distribution.

(a) **Territory.** Partner acknowledges that Partner is not granted any rights under this Agreement to distribute the Services outside the Territory. Partner will not promote, market, advertise, sell, or resell the Services outside the Territory, or license, distribute or deliver the Services to any party (including Customers and Partner Agents) located outside the Territory, without obtaining prior written consent from InterPayments. If Partner receives from any party located outside the Territory an order to license the Services, Partner will not accept such order and will promptly refer such order to InterPayments.

(b) **No Sale.** Any references to "sale(s)," "resale(s)," "selling" or "reselling" of the Services in this Agreement refer only to the sale and transfer of an individual copy of the Services and no title to the Licensed Services is transferred. The Licensed Services may only be distributed under this Agreement as expressly provided in this Section 1.

1.5 Use of Trademarks and Publicity.

(a) Neither this Agreement nor any course of dealing between the Parties shall grant either Party any right, title, interest, or license in or to any of the other Party's trademarks, logos or service marks ("Marks"). However, Partner may use InterPayments' corporate name, technology names and trademarks in plain text and logos in their unaltered form to accurately identify and refer to InterPayments and the Services in accordance with the guidelines established by InterPayments from time to time. Notwithstanding the above, neither Party may use the other Party's Marks in any manner that would violate Applicable Law or local custom, or conflict with InterPayments' policies. InterPayments reserves all intellectual

property rights and other proprietary interests in and to the its Marks, and any and all goodwill generated by Partner's use of the InterPayments' Marks shall inure solely to the benefit of InterPayments. Partner recognizes and acknowledges the great value of the goodwill associated with the InterPayments' Marks and agrees that the InterPayments' Marks and all rights therein and goodwill pertaining thereto are valid and belong exclusively to InterPayments.

(b) InterPayments may use Partner's name, trademarks (in their unadulterated form), logos (in their unadulterated form), and quotes from Partner employees as a reference for marketing or promotional purposes on InterPayments' website and in other communications with existing or potential InterPayments customers, investors or acquirers, subject to any written trademark policies Partner may provide InterPayments in writing, with reasonable advanced notice. Neither Party will issue any press release or publish any publicly available statements or documentation describing the activities taking place under this Agreement without the other Party's prior written consent, not to be unreasonably withheld.

1.6 White Labelling. InterPayments shall brand the Services with Partner-specific branding prior to making the Services available for re-sale by Partner. The Services may be branded with "powered by InterPayments" marks and logos as the parties mutually agree. The Services shall in all cases retain any relevant patent, copyright and/or other intellectual property notices as may be determined to be appropriate by InterPayments. Partner shall provide, in softcopy/electronic format as reasonably specified by InterPayments, the Partner-specific branding to be used to white-label the Services. InterPayments shall provide Partner with access to the white-labeled Services to review prior to making any production versions of the white-labeled Services commercially available for re-sale by Partner. Partner shall use commercially reasonable efforts to promptly review the white-labeled Services. The Partner-specific branding will be applied to the Services by InterPayments for the fees specified. InterPayments shall only use any Partner-specific branding materials

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provided to InterPayments for the purposes of re-branding the Services and for the operation of the white-labeled Services. Except for the foregoing limited rights, Partner shall retain all right, title and interest in the Partner-specific branding provided to InterPayments.

1.7 Partner Responsibilities.

(a) Partner shall (i) be responsible for Customers' compliance with InterPayments' policies and procedures applicable to the Services; (ii) be responsible for the accuracy, quality and legality of the Customer Data and of the means by which it was acquired (iii) use due care and skill in performing all activities in connection with the marketing, distribution or sale of the Services and comply with all Applicable Laws; (iv) transmit to InterPayments all complaints concerning the Services that Partner may receive from Customers and (v) comply with all Applicable Laws and regulations in the performance of its rights and obligations under this Agreement.

(b) Partner shall not: (i) make the Services available to anyone other than Customer; (ii) use the Services to store or transmit confidential, infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iii) interfere with or disrupt the integrity or performance of the Services or third party data contained therein; (iv) attempt to gain unauthorized access to the Services or their related systems or networks; (v) engage in deceptive, misleading, unsound and/or unethical practices that are or might be detrimental to InterPayments or reflect on InterPayments' products or services; and (vi) make any representations, warranties or guarantees, or in any way create or expand InterPayments' obligations to End-User Customers, including without limitation, with respect to the specifications, features or capabilities of the Services or InterPayments' obligations that deviate from those expressly made or authorized by InterPayments in this Agreement.

(c) Partner shall provide the End User License Agreement to each Customer.

1.8 InterPayments Responsibilities for the Services. InterPayments shall provide Partner with the Services within the Territory for the purpose of the

resale to Customers. The Services shall be made available by InterPayments subject to any unavailability caused by circumstances beyond InterPayments' reasonable control, including any force majeure events as contemplated in Section 10.10 and any computer, communications, Internet service or hosting facility failures or delays involving hardware, software, power or other systems not within InterPayments' possession or reasonable control, and denial of service attacks. The Services may be temporarily limited, interrupted or curtailed due to maintenance, repair, modifications, upgrades or relocation. InterPayments shall notify Partner of scheduled and unscheduled network outages as described in the SLA Section 3.3. InterPayments shall be entitled to change the Services during the Term provided that InterPayments will not materially reduce the capabilities provided by the Services.

1.9 Customer, Partner, and Aggregate Use Data.

InterPayments shall have the limited right to use the Customer Data and Partner Data to provide the Services in accordance with this Agreement and Partner shall obtain such rights from its Customers for InterPayments. Subject to the limited rights granted to InterPayments pursuant to this Agreement, InterPayments acquires no right, title or interest from Partner or any Customers under this Agreement in or to Customer Data and Partner Data, including any intellectual property rights therein. InterPayments, as the sole owner of Aggregate Use Data, may collect, publish, or distribute Aggregated Use Data related to Partner and Customer's use of the Services collected in accordance with the Agreement in order to continue to develop, improve functionality of, and provide support for the Services.

1.10 InterPayments Protection of Customer Data.

InterPayments shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. InterPayments shall not (a) modify Customer Data except to the extent required to provide the Services, (b) disclose Customer Data except as compelled by law or as expressly permitted in writing by Partner or the applicable Customer, or (c) access Customer Data except to provide the Services and prevent or address service or technical problems; at

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Partner's request in connection with Customer support matters; or as Aggregate Use Data.

1.11 Mutual Obligations. Neither party shall by way of statement, act or omission, discredit or reflect adversely upon the reputation of or the quality of the other party or the products or services provided by the other party.

2. PRICES, PAYMENT.

2.1 Fees. In consideration for providing the Services Partner will pay InterPayments the Fees specified in the applicable Order Form.

2.2 Customer Pricing. Partner is free to determine the price at which it markets, offers and resells the Services so long as it remains in compliance with any and all applicable governmental and network regulations. No employee or representative of InterPayments or anyone else has any authority to tell Partner what their respective resale prices for the Services must be, or to inhibit in any way their pricing discretion with respect to same, or to give any special treatment (favorable or unfavorable) to Partner as a result of Partner's selection of resale prices. Should anyone attempt to do so, Partner hereby agrees to report the matter promptly to InterPayments in writing.

2.3 Payment. Partner shall pay InterPayments the full invoiced amounts for all the Services as specified. Unless otherwise mutually agreed in writing by the parties, all invoices and payments shall be in U.S. Dollars. Partner is responsible for the payment of all applicable taxes (including but not limited to sales, use, withholding and VAT). Taxes related to InterPayments' income are the responsibility of InterPayments. Interest shall accrue on any undisputed overdue amounts owed by Partner at the lesser of 1.5% per month or the maximum rate permitted by Applicable Law. Partner shall be responsible for all costs incurred by InterPayments in the collection of any overdue amounts. Additional terms and conditions regarding payment may be specified in the applicable Order Form.

2.4 Books and Records. During the Term of this Agreement, and for two (2) years after the termination of this Agreement, Partner shall maintain at its principal office true and accurate books and records as sufficient to confirm Partner's compliance with this Agreement. Partner shall, during usual business hours, permit InterPayments or its agents, at InterPayments' expense and upon ten (10) days prior written notice, to inspect and make copies of such books and records for the purpose of verifying Partner's compliance with this Agreement. If such inspection reveals a material breach of this Agreement by Partner, then Partner shall pay for the cost of such inspection in addition to any other remedies available to InterPayments for such breach.

2.5 Suspension of Services and Acceleration. If any amount owing by Partner under this or any other agreement for the Services is thirty (30) or more days overdue, InterPayments may, without limiting InterPayments' other rights and remedies, accelerate Partner's unpaid Fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Partner's right to distribute the Services to Customers until such amounts are paid in full. InterPayments will give Partner at least seven (7) days prior notice that its account is overdue, before suspending the right to resell the Services.

3. WARRANTY; DISCLAIMER.

3.1 Warranty to Customers. Any warranties regarding the Services are made to Customers only, pursuant to the terms and conditions of the End User License Agreement, and no warranty is extended to Partner.

3.2 No Warranty on Behalf of InterPayments. Partner shall not make any representation or warranty, express or implied, binding or purporting to bind InterPayments in connection with the Services, including but not limited to any representations or warranties relating to the performance, condition, title, non-infringement, merchantability, fitness for a particular purpose, system integration, or data accuracy of any of the foregoing.

3.3 DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES, IF ANY, MADE DIRECTLY TO END USERS PURSUANT TO THE END USER LICENSE AGREEMENT, INTERPAYMENTS AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES WITH RESPECT TO ANY SOFTWARE, PRODUCTS, LICENSE OR SERVICE, INCLUDING WITHOUT LIMITATION, THE SERVICES, AND HEREBY DISCLAIMS ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. INTERPAYMENTS DOES NOT WARRANT THAT THE SERVICES SHALL MEET ANY END USER REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE.

4. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

4.1 Ownership of Services. Title to and all ownership rights in the Services including all patents, copyrights, trademarks, trade secrets and other intellectual property rights therein and in any related materials, shall at all times remain with InterPayments and its suppliers. Partner acknowledges that all of the foregoing rights constitute valuable assets of InterPayments or its suppliers. Partner shall, by all appropriate means, prevent unauthorized disclosure, publication, display or use of the Services. Partner shall not, and shall ensure third parties shall not, (i) remove, alter, circumvent any user limits or other timing, use, or functionality restrictions; (ii) cover or obfuscate any copyright notices or other proprietary legends notices, labels, and/or marks placed or embedded by InterPayments on or in the Services or any materials provided in connection with the Services (except to the extent Partner is so permitted to for the purposes of re-branding the Services); (ii) frame or mirror any content forming part of the Services; (iii) access the services in order to build a competitive product or service or copy any ideas, features, functions, or graphics of the Services; (iv) modify, adapt, alter, translate, copy, perform and display (publicly or otherwise) or create derivative works based on the Services; or (v) reverse engineer, decompile, disassemble, or otherwise

attempt to derive the source code for the Services. Partner may not use or grant the right to use any component part of any Services delivered hereunder as a standalone program or item or in any way independent from the Services. Provided Partner complies with this Section 4.1, Partner shall not be responsible for any actions of Customer made in violation of the End User License Agreement without Partner's knowledge. Notwithstanding the foregoing Partner shall be responsible for notifying InterPayments of any such violations as soon as they come to Partner's attention.

4.2 Confidential Information. Recipient shall protect Discloser's Confidential Information for five (5) years after receipt thereof, by means of the same standard of care as used by Recipient to protect its own information of a similar nature and importance, and no less than reasonable care. Recipient shall use Confidential Information only to fulfill its obligations or to exercise its rights hereunder, and shall disclose Confidential Information only to those persons in its organization who have a need to know such Confidential Information for the performance of their duties or exercise of such party's rights in connection herewith and who are bound by a written agreement to protect the confidentiality of such Confidential Information consistent with the requirements of this Agreement. Recipient will promptly report to the disclosing party any actual or suspected breach hereof. If Recipient is required by a governmental authority or by order of a court of competent jurisdiction to disclose any of Discloser's Confidential Information, Recipient will give Discloser prompt written notice thereof and Recipient shall take all reasonable and lawful actions to avoid or minimize the degree of such disclosure. Recipient will reasonably cooperate with Discloser in any efforts to seek a protective order.

4.3 Equitable Relief. The Parties agree that any breach or threatened breach of this Section 4 may cause immediate and irreparable injury to the non-breaching Party, that the non-breaching Party's remedies for such breach may be inadequate and that in the event of any such breach or reasonably anticipated breach, the non-breaching Party shall be entitled to seek equitable relief and specific performance without the requirement of posting bond and without the necessity of showing

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actual monetary damage, in addition to all other remedies provided under this Agreement or available to the non-breaching Party at law.

4.4 Feedback. During the Term, Partner directly or on behalf of a Customer may elect to provide InterPayments with feedback, comments, and suggestions with respect to the Service ("Feedback"). All Feedback becomes InterPayments' sole and exclusive property and InterPayments may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to Partner and without retention by Partner of any proprietary or other right or claim. Partner hereby assigns to InterPayments any and all right, title and interest that Partner may have in and to any and all Feedback.

5. LIMITATION OF LIABILITY

IN NO EVENT SHALL INTERPAYMENTS OR ITS SUPPLIERS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF INTERPAYMENTS AND ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME. INTERPAYMENTS EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ASSOCIATED WITH ANY THIRD-PARTY OPEN SOURCE CODE INCLUDED IN THE SERVICES AND ALL LIABILITY TO CUSTOMERS AND THIRD PARTIES EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN INTERPAYMENTS CONTRACT WITH SUCH CUSTOMER OR THIRD PARTY. NO LIMITATION AS TO DAMAGES FOR PERSONAL INJURY IS HEREBY INTENDED. IN THE EVENT THAT ANY PROVISION OF THIS SECTION SHALL BE DEEMED UNENFORCEABLE IN ACCORDANCE WITH APPLICABLE LAW, SUCH PROVISION SHALL BE DEEMED MODIFIED AS NECESSARY TO ENSURE ENFORCEABILITY OF THIS SECTION TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW. EXCEPT AS DESCRIBED IN SECTION 6.1, INTERPAYMENTS AND ITS SUPPLIERS' TOTAL AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO LESSER OF (i) \$25 THOUSAND DOLLARS (\$25,000) OR (ii) THE CUMULATIVE FEES

PAID BY PARTNER TO INTERPAYMENTS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT THAT GAVE RISE TO LIABILITY.

No action, whether in contract or tort, including negligence, arising out of or in connection with this Agreement, may be brought by either party more than two (2) years after the cause of action has accrued.

6. INDEMNIFICATION

6.1 By InterPayments. InterPayments shall defend Partner against any third party claim that the use or disposition of the Services infringes a U.S. patent or copyright, and shall pay the resulting costs and damages awarded against Partner by a court of competent jurisdiction, provided Partner (i) notifies InterPayments promptly in writing of such claim; (ii) grants InterPayments sole control over the defense and settlement thereof; and (iii) reasonably cooperates in response to InterPayments' requests for assistance. Should the Services become, or in InterPayments' opinion be likely to become, the subject of such a claim, InterPayments shall, at its option and expense, (a) procure for Partner the right to make continued use thereof; (b) replace or modify such so that it becomes non-infringing; or (c) request return and, upon receipt thereof, refund to Partner the price paid therefor by Partner to InterPayments, less straight-line depreciation based on a five (5) year useful life. InterPayments shall have no liability if the alleged infringement is based on (1) the combination with non-InterPayments products; (2) use which does not comply with the applicable End User License Agreement, or for a purpose or in a manner for which the Services was not designed; (3) use of any older version of the Services when use of a newer version would have avoided the infringement; (4) any modification not made by InterPayments or which is made by InterPayments pursuant to Partner's or Customer's specific instructions; (5) any intellectual property right owned or licensed by Partner, Customer or any of their affiliates; or (6) claims made alleging that open source code included in the Services infringes another party's intellectual property right. THE FOREGOING STATES THE ENTIRE LIABILITY OF INTERPAYMENTS WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

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6.2 By Partner. Partner shall defend InterPayments and its suppliers against any third party claim based on or arising out of (a) any breach of this Agreement by Partner or its agents; (b) any agreement between Partner and Customer; (c) any products or services marketed or sold by Partner with the Services; (d) the fault, negligence, misconduct, misrepresentation, or violation of law by Partner or its agents; or (e) Partner's violation of any Applicable Law or regulation including but not limited to the federal and state laws and regulations and credit card issuer and network requirements. Partner shall pay the resulting costs and damages awarded against InterPayments and/or its suppliers by a court of competent jurisdiction provided that InterPayments (i) notifies Partner promptly in writing of such claim; (ii) grants Partner sole control over the defense and settlement thereof; and (iii) reasonably cooperates in response to Partner's requests for assistance.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall commence on the date that Partner agrees to this Agreement ("Effective Date") and will remain in full force and effect for an initial term of one (2) years ("Term"), unless earlier terminated pursuant to the terms of this Agreement. The Term shall automatically renew for successive one (1) year renewal terms ("Renewal Term") unless either party notifies the other in writing of its intention not to renew the Term at least thirty (30) days prior to the expiration of the then-current Term or Renewal Term.

7.2 InterPayments Termination for Cause.

InterPayments may terminate this Agreement, effective immediately upon written notice to Partner if: (i) Partner materially breaches any term of this Agreement and fails to cure such breach, which is a curable breach, within thirty (30) days after receipt of InterPayments' written notice of such breach; (ii) Partner materially breaches any term of this Agreement which is not capable of cure; (iii) Partner dissolves, becomes insolvent and is unable to pay its debts as they become due, makes a general assignment for the benefit of its creditors; (iv) a voluntary or involuntary petition or proceeding is commenced by or

against Partner under federal, state or foreign bankruptcy laws; or (v) Partner ceases to conduct business in the normal course.

7.3 Partner Termination for Cause. Partner may terminate this Agreement on written notice to InterPayments in the event that (i) InterPayments materially breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days of written notice; or (ii) any Applicable Law prohibits InterPayments from performing any of its obligations under this Agreement or providing any aspect of the Services including any related data.

7.4 Termination Fee. Partner agrees to pay the Termination Fee, if applicable, as stated in either Exhibit B or the Order Form, if any, associated with the services subject to such Termination Fee as described in Exhibit B.

7.5 Rights and Obligations Upon Termination.

Termination of this Agreement under this Section 7 will be without prejudice to any other remedy which may be available to a party under Applicable Law. Upon the expiration or termination of this Agreement for any reason, Partner shall:

- (a) Cease immediately the marketing, solicitation, or sales of the Services;
- (b) Pay to InterPayments, in full within the applicable due dates but not later than thirty (30) days of such termination or expiration, all amounts owed to InterPayments;
- (c) Promptly return to InterPayments any and all the Services, InterPayments Confidential Information, and any other InterPayments-provided equipment, materials, documentation or data in the possession of Partner for whatever reason or purpose, or, upon written instruction by InterPayments, destroy and certify to InterPayments destruction of any of the forgoing as specifically instructed by InterPayments in writing, (including all copies);
- (d) Cease making use of any sign, printed material, Trademarks or trade name identified with InterPayments; notify immediately all sales persons, representatives, and prospects that Partner is no longer a party to an agreement with InterPayments authorizing Partner to resell the

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Services; and refrain from holding itself out as being connected in any way with InterPayments; and

7.6 Survival. Termination of this Agreement shall not prejudice any rights or relieve any obligations of either party that have arisen on or before the effective date of termination. Any provision of this Agreement that by its very nature or context is intended to survive any termination, cancellation or expiration of this Agreement, including but not limited to provisions concerning payment of outstanding amounts, confidentiality, ownership, indemnities, disclaimers, and limitations of liabilities, shall so survive.

7.7 Customer Rights Upon Termination. Notwithstanding the foregoing, any termination of this Agreement shall have no effect on the rights of any P with Partner respect to the Services purchased during the Term.

7.8 InterPayments' Retention of Customer and Partner Data. Upon request by Partner made within thirty (30) days after the effective date of termination or expiration of a Services subscription, InterPayments will make available to Partner for download a file of such Customer Data or Partner Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, InterPayments shall have no obligation to maintain or provide any of such Customer Data or Partner Data and thereafter, unless legally prohibited, may delete all of such Customer's Customer Data or Partner's Data in InterPayments' systems or otherwise in InterPayments' possession or under InterPayments' control.

8. GENERAL

8.1 Representations and Warranties.

(a) **Organization of Partner.** Partner represents and warrants that Partner is and will remain a corporation duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization.

(b) **Enforceability of this Agreement.** Partner represents and warrants that the execution and

delivery of this Agreement has been authorized by all requisite corporate action, and that this Agreement is and will remain a valid and binding obligation of Partner, enforceable in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors.

8.2 Assignment. This Agreement may not be assigned by Partner except in connection with a sale of all or of substantially all assets of Partner which do not materially affect its business activities or its ability to carry out its obligations in conformance with this Agreement, provided that (a) the assignee agrees in writing to be bound by the terms of this Agreement and, in InterPayments' reasonable opinion, is financially and otherwise capable of complying with the obligations hereunder, and (b) such sale is not to a direct competitor of InterPayments, as determined in InterPayments' sole discretion.

8.3 Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of California, U.S.A., without regard to its principles of conflict of laws. The parties agree that exclusive jurisdiction and venue of any action (except for the right to seek injunctive or equitable relief in other jurisdictions in order to enforce intellectual property rights or protect Confidential Information) with respect to this Agreement shall be in a court of competent jurisdiction located in the State of California and each of the parties hereby submits to jurisdiction and venue of such courts for the purpose of any such action. The U.N. Convention on Contracts for the Sale of Goods shall not apply.

8.4 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

8.5 Independent Contractors. The parties hereto are independent contractors and this Agreement and the relations between InterPayments and Partner hereby established do not constitute a partnership, joint venture, agency or contract of employment between them, or any other similar relationship. Except as expressly authorized herein, Partner shall have no right

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to enter into any contracts or commitments in the name of, or on behalf of InterPayments, or to bind InterPayments in any respect whatsoever.

8.6 Waiver and Amendment. No waiver, amendment, alteration, modification or cancellation of any of the provisions of this Agreement shall be binding unless made in writing and signed by both InterPayments and Partner. The failure of either InterPayments or Partner at any time to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.

8.7 Notices. All notices required or permitted to be given hereunder shall be in writing and shall be sent to each party at its address set forth in the heading of this Agreement and, if to InterPayments, such notice shall be addressed to the attention of InterPayments LLC:

InterPayments LLC
Attention: Brandon Bentley, General Counsel
145 Forest Ave.
Palo Alto, CA 94301
Email: admin@interpayments.com

The address and contacts for either party may be changed by written notice to the other. All notices shall be deemed to have been received (i) when hand delivered by a representative or agent of the sender; (ii) three (3) days after having been sent postage prepaid, by registered or certified first class mail, return receipt requested; (iii) when sent by electronic transmission, with written confirmation by the method of transmission; or (iv) one (1) day after deposit with an overnight carrier, with written verification of delivery.

8.8 Exhibits. All Exhibits attached to this Agreement are hereby incorporated by this reference. This Agreement supersedes and cancels any previous agreements or understandings, whether oral, written

or implied, heretofore in effect and sets forth the entire agreement between Partner and InterPayments with respect to the subject matter hereof. All terms of any purchase order or similar document provided by Partner, including but not limited to any pre-printed terms thereon and any terms that are inconsistent, add to or conflict with this Agreement, shall be null and void and of no legal force or effect.

8.9 Publicity. InterPayments may use Customer's name, trademarks, logos, and quotes from Customer employees as a reference for marketing or promotional purposes on InterPayments' website and in other communications with existing or potential InterPayments customers, investors or acquirers, subject to any written trademark policies Customer may provide InterPayments in writing, with reasonable advanced notice. Neither Party will issue any press release or publish any publicly available statements or documentation describing the activities taking place under this Agreement without the other Party's prior written consent, not to be unreasonably withheld.

8.10 Force Majeure. Except for each party's obligations to pay money, neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance caused by reasons beyond its reasonable control, including but not limited to acts of God, earthquakes, wars, terrorism, communication failures, strikes, failure or delay in the delivery of vendors and suppliers and delays in transportation, or shortages of labor and materials.

8.11 Complete Understanding. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, this Partner Agreement has been duly executed by the authorized representatives of the Parties.

EFFECTIVE DATE: _____

PARTNER

INTERPAYMENTS LLC

PARTNER NAME

SIGNATURE

SIGNATURE

NAME (PRINT)

NAME (PRINT)

ADDRESS (Principal Place of Business)

145 Forest Ave. Palo Alto, CA 94301
ADDRESS

ENTITY TYPE (Corporation, LLC, Partnership, etc.)

LLC
ENTITY TYPE (Corporation, LLC, Partnership, etc.)

EXHIBIT A

END USER LICENSE AGREEMENT

***** IMPORTANT *****

THIS END USER LICENSE AGREEMENT (these “Terms”) CONTAIN TERMS AND CONDITIONS THAT GOVERN YOUR (“you” or “your”) ACCESS AND USE OF THE SERVICES (AS DEFINED BELOW) OBTAINED THROUGH A PLATFORM RESELLER (AS DEFINED BELOW) AND PROVIDED BY INTERPAYMENTS LLC (“we,” “us,” “our” or “InterPayments”) (each, a “Party;” together the “Parties”). THESE TERMS ARE A CONTRACT BETWEEN INTERPAYMENTS AND YOU OR THE COMPANY OR OTHER LEGAL ENTITY YOU REPRESENT. IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS. THE DEFINED TERMS “you” and “your” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE PROVISIONS AND CONDITIONS OF THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS AND MAY NOT USE OR RECEIVE THE SERVICES.

These Terms become binding and effective (the “Effective Date”) on You upon the earliest of: (1) when you access or use Services obtained through a Platform Reseller, (2) when you click an “I Accept,” “Sign up” or similar button or check box referencing these Terms, or (3) when you enter into an Order (as defined below) with a Platform Reseller.

You may not access or use the Services if you are our direct competitor, except with our prior written consent. In addition, you may not access or use the Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

We will treat any information that you provide to us in connection your use of Services or our provision of services to you in accordance with our Privacy Statement in effect at the time that such information is provided, the current version of which is available at <https://interpayments.com/privacy-policy/>.

1. DEFINITIONS

1.1 **“Aggregated Use Data”** means data concerning the use, performance, and measurement data created by, or made available through the Services. These data may be related to or derived from Customer’s use of the Services. Aggregated Use Data does not identify or permit identification of an individual user or customer.

1.2 **“Applicable Law”** means all laws, rules, and regulations, including but not limited to local, state, federal governments, card brands, payment processors, or other payment networks applicable to any activity carried out or proposed to be carried out by a Party under these Terms.

1.3 **“Confidential Information”** means any information disclosed by one Party (“Discloser”) to the other Party (“Recipient”) that: (a) is designated as “confidential;” or (b) otherwise should reasonably be expected to be treated in a confidential manner based on the circumstances of its disclosure and the nature of the information itself. The Services, including all access credentials thereto, except for the public-facing aspects of the Services, are InterPayments’ Confidential Information. Confidential Information does not include any information which: (i) is or becomes generally known and available to the public through no act or omission of the Recipient; (ii) was already in the Recipient’s possession without a duty of confidentiality owed to the Discloser at the time of disclosure; (iii) is lawfully obtained by the Recipient from a third-party who has the right to make such disclosure; or (iv) is independently developed by the Recipient without breach of an obligation owed to the Discloser and without any use of or reference to the Discloser’s Confidential Information.

1.4 **“Customer Application”** means the ~~Customer’s~~ your methods of accepting card payments and ~~Customer’s~~ your and/or Platform Reseller’s and/or Third Party Services’ (provided by the Platform Reseller or otherwise) information technology infrastructure, software, hardware, databases, electronic systems, and networks.

1.5

1.6 **“InterPayments API”** means any application programming interface that InterPayments makes available to Customer directly or through the InterPayments Portal.

1.7 **“Documentation”** means any documentation related to the Services that InterPayments makes available to you in the InterPayments Portal.

1.8 **“InterPayments BINServ Solution”** means InterPayments’ proprietary software solution that is used to calculate various BIN-level data for each end-user purchase completed on the Customer Application via integration with the InterPayments API.

1.9 **“Order”** means the details regarding your subscription to use the Services, as set forth in the ordering document referencing these Terms agreed between you and Platform Reseller.

1.10 **“Platform Reseller”** means the InterPayments-authorized reseller or managed service provider directly selling access to the Services to you, and to which you will directly pay any and all Fees. Platform Resellers are not the agents or representatives of InterPayments; and InterPayments accepts no responsibility for the actions or omissions of Platform Resellers. Except as otherwise provided herein, anyone or entity gaining access to the Services through a Platform Reseller is subject to these Terms.

1.11 **“Reseller Contract”** means the separate Terms between InterPayments and Platform Reseller that allows Platform Reseller to sell the Services.

1.12 **“Services”** means the products and services purchased by Customer through the Platform Reseller described in an applicable Order which may include, InterPayments API, the Documentation, the InterPayments Portal, and the InterPayments BINServ Solution.

1.13 **“Term”** means the length of time you are authorized and licensed to access and utilize the Services, as set forth in the associated Order.

1.14 **“Third Party Services”** means connections and/or links to third party applications, products, or services that InterPayments enables You or the Platform Reseller to integrate with and access the Services, including, without limitation, via application programming interfaces, workflows, or webhooks.

2. LICENSE GRANT AND RESTRICTIONS

2.1 **License.** Subject to your compliance with the Terms, we grant to you a limited, worldwide, non-exclusive, non-transferable (except as permitted herein) to use the Services as described in an applicable Order during the Term for your internal business purposes.

2.2 **Monitoring; Suspension; Reporting.** We may monitor your use of the Services. InterPayments may, in its reasonable discretion, suspend access to the Services if InterPayments believes that: (a) you are in breach of these Terms; (b) use of Services as permitted in these Terms poses a security risk to InterPayments or you; (c) your use of any Services violates, misappropriates, or infringes the rights of InterPayments or any third-party or violates any Applicable Law; (d) there is a bug or performance issue with any Services; or (e) any Applicable Law prohibits us from performing our obligations under these Terms or providing any aspect of the Services including any related data.

2.3 **Restrictions.** You will not or attempt to, and will not allow others to: (a) reverse engineer, decompile, disassemble or translate the Services, or otherwise attempt to derive source code, trade secrets or know-how in the Services; (b) interfere with, modify, disrupt or disable features or functionality the Services; (c) copy, sell, rent, lease, sublicense, distribute, create derivative works of, assign or otherwise transfer or provide access to, in whole or in part, the Services to any third-party; (d) use the Services to violate Applicable Law or infringe, misappropriate or violate of any third-party

rights; (e) interfere with or disrupt the integrity or performance or attempt to gain unauthorized access to the Services (f) develop, distribute or make products or services that compete with any Services; or (g) remove or alter any proprietary notices or marks on any Services.

2.4 Usage Data. We may collect, publish, or distribute Aggregated Use Data related to your use of the Services collected in accordance with the Terms to continue to develop, improve functionality of, and provide support for the Services. We are the sole owner of Aggregated Use Data.

2.5 Feedback. You may voluntarily provide to Platform Reseller ideas, suggestions, or feedback about the Services on a non-confidential basis ("Feedback"). You hereby grants to InterPayments a non-exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free, and worldwide license to implement, use, modify and otherwise exploit, in any way without restriction, the Feedback, without any fees, attribution or other obligations to Customer.

2.6 Ownership; Reservation of Rights. Subject to the license described in Section 2.1, we solely own and retain all rights, title and interest in and to the Services, including all works of authorship (including software and Documentation), trade secrets, inventions and other technology in any form pertaining thereto, and you agree not to take any action that would be inconsistent with such ownership. All rights that we do not expressly grant to you in these Terms are hereby reserved and we do not grant you any implied rights or licenses under any theory.

2.7 Customer Systems; Costs; Cooperation. You have and will retain or rely upon Platform Reseller for sole control over the security of, operation, maintenance, management of, and all access to and use of, the Customer Application, and you are solely responsible for obtaining all internet connectivity necessary to access and use the Services; (ii) We are not responsible or liable for any delay or failure of performance arising in whole or part from the Customer Application; and (iii) You are solely responsible or relies solely upon Platform Reseller for paying all costs to maintain interoperability between the Services and the Customer Application.

3. TERM AND TERMINATION

3.1 Term. These Terms will commence on the Effective Date and shall remain in effect so long as the current or any subsequent Order referencing these Terms is in effect.

3.2 Effects of Termination. Upon the expiration or termination of these Terms: (a) all access to the Services shall automatically will terminate; and (b) each Party will destroy or securely delete the other Party's Confidential Information. In no event will any termination, expiration or suspension of Services, these Terms or the Reseller Contract give rise to any liability of InterPayments to you for refunds or damages.

3.3 Survival. The following Sections, and any defined terms and provisions required to interpret or enforce those Sections (but only to the extent required for such interpretation or enforcement), will survive the termination or expiration of these Terms: 1 (Definitions), 2.3 (Restrictions), 2.4 (Aggregate Use Data), 2.5 (Feedback), 2.6 (Ownership), 3.2 (Effects of Termination), 4 (Confidentiality), 5 (Representations and Warranties), 6 (Limitation of Liability), 7 (Indemnification) and 8 (Miscellaneous).

4. CONFIDENTIALITY

The Receiving Party will use the same efforts to protect the Disclosing Party's Confidential Information from loss or alteration, and unauthorized access, use and disclosure, that it uses to protect its own confidential information of similar sensitivity, but in no event will such efforts be less than reasonable efforts. The Receiving Party may only use the Disclosing Party's Confidential Information to perform its obligations and exercise its rights under these Terms. The Receiving Party will not disclose or provide access to the Disclosing Party's Confidential Information to any third-party except: (a) for disclosures to the Receiving Party's: (i) employees or consultants with a need to know such information to perform the Receiving Party's obligations under the Terms; or (ii) professional advisors or potential investors or acquirers (each in (i)

and (ii), a “Permitted Recipient”); and (b) the Receiving Party may disclose the Disclosing Party’s Confidential Information if it is compelled by Applicable Law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. The Receiving Party will promptly inform the Disclosing Party in writing of any actual or suspected loss or alteration of, or unauthorized access to, use or disclosure of, Confidential Information. The Receiving Party’s Permitted Recipients must be bound by confidentiality obligations at least as protective of the Disclosing Party’s Confidential Information as those set forth in this Section 5 and the Receiving Party will be liable for any breach of these Terms by its Permitted Recipients.

5. REPRESENTATIONS AND WARRANTIES

5.1 **Mutual Representations and Warranties.** Each Party represents and warrants that it has all required corporate authority to enter into these Terms and to perform its obligations under these Terms, and that the performance of such obligations does not conflict with or result in a breach of any other Terms of such Party or any judgment, order, or decree by which such Party is bound.

5.2 **InterPayments.** We represent and warrant that the InterPayments BINServ Solution will be configured to apply BIN-level data on the Customer Application in accordance with Applicable Law.

5.3 **Disclaimer.** We acknowledge the importance to its business of the content, accuracy, completeness, performance, and timeliness of the Services. While InterPayments strives to ensure that the Services will meet its your compliance needs, our technologies operate in a climate characterized by rapid technological change, including frequent introductions of new products and services, evolving industry standards and changing regulations, as well as changing customer needs, requirements, preferences and use cases. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, AND EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 7, THE SERVICES (INCLUDING ALL DATA TRANSMITTED BY THE SERVICES) IS PROVIDED SOLELY “AS IS”, “AS AVAILABLE” AND WITH ALL FAULTS, AND INTERPAYMENTS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH THESE TERMS, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

6. LIMITATION OF LIABILITY

6.1 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR LOST REVENUE, LOST PROFITS, COST OF REPLACEMENT OF GOODS OR SERVICES, LOSS OF TECHNOLOGY, GOODWILL, RIGHTS OR SERVICES, LOSS OF DATA OR INTERRUPTION OR LOSS OF USE OF SERVICE IN CONNECTION WITH THESE TERMS. COLLECTIVELY, INTERPAYMENTS’ AND OUR SUPPLIERS TOTAL LIABILITY TO YOU FOR ALL CLAIMS IN CONNECTION WITH THESE TERMS WILL NOT EXCEED \$25,000.

THE FOREGOING LIMITATIONS IN THIS SECTION 7 WILL APPLY REGARDLESS OF WHETHER THE APPLICABLE LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE AGGRIEVED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN SO FAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY IN THESE TERMS, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH IN THESE TERMS ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7. INDEMNIFICATION

7.1 **By Customer.** You will defend, or, at your option, settle, any claim brought against us by a third-party alleging that any aspect of the Customer Application or any products or services advertised or commercialized on or through the Customer Application violate any Applicable Laws or infringe, misappropriate or violate any third-party rights; provided that we provide you with: (a) prompt written notice of; (b) sole control over the defense and settlement of; and (c) all information and assistance you reasonably request in connection with, the defense or settlement of any such claim. You

will pay all damages finally awarded against us (or the amount of any settlement you enter into) with respect to any such claim defended by you.

8. MISCELLANEOUS PROVISIONS

8.1 Assignment. Neither Party may assign these Terms or any of its rights under these Terms without the prior written consent of the other Party and any such assignment shall be null and void. Notwithstanding the foregoing, InterPayments may assign these Terms without your consent to any InterPayments affiliate, or upon a change of control, consolidation, merger, sale of all or substantially all of its business or assets, or a similar transaction or series of transactions. Subject to the foregoing, these Terms will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

8.2 Force Majeure. Neither Party will be liable for any failure or delay in its performance under these Terms due to any cause beyond its reasonable control, including an act of war, terrorism, act of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure or degradation of the Internet, but in all cases excluding the payment of Fees (each, a "Force Majeure"). The delayed Party must give the other Party notice of such Force Majeure and use commercially reasonable efforts to correct such failure or delay in performance.

8.3 Governing Law and Dispute Resolution. If there is any dispute between the Parties arising out of these Terms (a "Dispute"), then authorized representatives of each Party will negotiate in good faith to resolve the Dispute. If such representatives cannot resolve the Dispute after 30 days of good faith negotiations or if a Party fails to participate in good faith efforts to resolve the Dispute, then the Dispute shall be determined by binding arbitration in San Francisco, CA. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**") in effect at the time of the Dispute, subject to any modifications contained in these Terms. The Dispute shall be determined by one arbitrator. The award shall be in writing and include the findings of fact and conclusions of law upon which it is based. Unless the Parties agree otherwise, discovery will be limited to an exchange of directly relevant documents. Depositions will not be taken except as needed in lieu of a live appearance or upon mutual agreement of the parties. The arbitrator shall resolve any discovery disputes. The arbitrator and counsel of record will have the power of subpoena process as provided by law. The Parties knowingly and voluntarily waive their rights to have any Dispute tried and adjudicated by a judge or a jury. The arbitration shall be governed by the substantive laws of the State of California, without regard to conflicts-of-law rules, and by the arbitration law of the Federal Arbitration Act (Title 9, U.S. Code). Judgment upon the award rendered may be entered in any court having jurisdiction. Notwithstanding the foregoing, upon the application by either Party to a court for an order confirming, modifying or vacating the award, the court shall have the power to review whether, as a matter of law based on the findings of fact determined by the arbitrator(s), the award should be confirmed, modified or vacated in order to correct any errors of law made by the arbitrator(s). In order to effectuate such judicial review limited to issues of law, the Parties agree (and shall stipulate to the court) that the findings of fact made by the arbitrator(s) shall be final and binding on the Parties and shall serve as the facts to be submitted to and relied upon by the court in determining the extent to which the award should be confirmed, modified or vacated. Except as otherwise required by law, the Parties and the arbitrator(s) agree to keep confidential and not disclose to third parties any information or documents obtained in connection with the arbitration process, including the resolution of the Dispute. The prevailing party shall be entitled to be awarded costs, including reasonable attorney's fees, paid or incurred in successfully compelling and/or participating in such arbitration and/or successfully defending or enforcing the award. Customer may bring claims only on its own behalf and agrees that it shall not participate in any class action or class-wide arbitration or any consolidated claims arising from or related to these Terms or which name InterPayments as a party to the proceeding. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms.

8.4 Entire Terms. These Terms comprise the entire agreement of the Parties and supersede all prior or contemporaneous agreements and understandings regarding the Services. No terms of any purchase order,

acknowledgement, or other form provided by you will modify these Terms, regardless of our failure to object to such terms.

8.5 Changes to these Terms. We may modify these Terms at any time by posting a revised version at <https://www.interpayments.com/terms-of-use/>, which modifications will become effective as of the first day of the calendar month following the month in which they were first posted.

8.6 Third Party Beneficiaries. Unless specified in writing, no third party shall have any rights or obligations under these Terms.

8.7 Waivers; Amendments. All waivers of rights arising under these Terms must be made in writing by the Party waiving rights.

8.8 Notices. We may give notice to you by emailing your address on record with the Platform Reseller. You may provide notice to us by sending an email to: admin@interpayments.com.

8.9 Relationship of the Parties. Nothing in these Terms shall be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party will have the power to bind the other party or to incur obligations on the other's behalf without prior written consent.

8.10 Severability. If any provision in these Terms are held by a court of competent jurisdiction to be unenforceable, then: (a) it will be severed from these Terms; (b) the court of competent jurisdiction will replace the severed provision with another provision that most closely reflects the Parties' original intent to the fullest extent permitted by Applicable Law; and (c) these Terms will remain in full force and effect.

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EXHIBIT B

DESCRIPTION OF FEES AND PROFESSIONAL SERVICES

InterPayments
BINServ

sales@interpayments.com
www.interpayments.com

Monthly Fee per API Call Bundles

Start	End	Monthly Fee	\$ per Min Call	\$ per Max Call	\$ per Avg. Call	Annual Cost
-	5,000	\$ 200	\$ 200.00	\$ 0.04000	\$ 0.08000	\$ 2,400
5,001	15,000	\$ 300	\$ 0.05999	\$ 0.02000	\$ 0.03000	\$ 3,600
15,001	25,000	\$ 350	\$ 0.02333	\$ 0.01400	\$ 0.01750	\$ 4,200
25,001	50,000	\$ 400	\$ 0.01600	\$ 0.00800	\$ 0.01067	\$ 4,800
50,001	75,000	\$ 450	\$ 0.00900	\$ 0.00600	\$ 0.00720	\$ 5,400
75,001	100,000	\$ 500	\$ 0.00667	\$ 0.00500	\$ 0.00571	\$ 6,000
100,001	150,000	\$ 550	\$ 0.00550	\$ 0.00367	\$ 0.00440	\$ 6,600