

PCI PAL TERMS OF SERVICE

By selecting "I agree" or a similar button or checkbox and clicking the "Confirm and Submit" and/or "Submit" button and/or by signing an order form for the PCI Offering (as defined below), you represent and warrant that you have read, understood and agreed to all of the terms of this Agreement, are authorized to enter into this Agreement, and this Agreement is legally binding on you. Once this Agreement is completed and accepted, you should print a complete copy for your records. If you do not wish to be bound by this Agreement, then you must not use the Platform or the Services.

1. SCOPE

1.1. Agreement: These Terms of Service for online marketplaces or similar platforms hosted by resellers, including Amazon Web Services (AWS) and Genesys AppFoundry (each a "Reseller", collectively "Resellers") govern the licensing of PCI Pal's ("PCI Pal", "we", "us" or "our") PCI DSS compliant payment processing software-as-a-service platform ("Platform") and provision of related services, including Professional Services and support services ("Services"), collectively the "PCI Pal Offering", to a party subscribing to the PCI Pal Offering ("Customer") through an online marketplace listing or similar reseller platform ("Marketplace Listing").

1.2. Subscription: Customer will subscribe to the PCI Pal Offering as set forth in the relevant Marketplace Listing and PCI Pal will provide the subscription to the Customer ("Subscription"). Each Subscription is subject to and governed by these Terms of Service, the applicable Marketplace Listing, the terms and conditions of the NDA (if any), the Data Privacy and Security Addendum, and any amendments to any of the foregoing as may be agreed upon by the parties, which together constitute the agreement between Customer and PCI Pal ("Agreement"). Each Subscription is a separate agreement between Customer and PCI Pal. In the event of any conflict between the terms and conditions of the various components of this Agreement, the following order of precedence will apply: (a) any amendment agreed upon in writing by the parties; (b) the Data Privacy and Security Addendum; (c) the NDA (if any); (d) these Terms of Service; and (e) the Marketplace Listing.

1.3. Taxes: Each party will be responsible, as required under applicable Law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest and other additions thereto) that are imposed on that party related to the transactions and payments under this Agreement (which may be due in addition to the fees or rates payable by Customer). PCI Pal may charge and Customer will pay, where applicable, national, state or local sales or use taxes, or value added or goods and services tax, or withholding or other taxes ("Taxes"). Where required by local legislation, the relevant Marketplace may charge for Taxes in its own name for Subscriptions made by Customer on the relevant Marketplace, and Customer will pay such Taxes. Customer will receive a compliant tax invoice, where required. PCI Pal will be responsible for all other taxes or fees arising (including interest and penalties) from transactions and the documentation of transactions under this Agreement. Upon request, Customer will provide such information to PCI Pal as reasonably required to determine whether it is obligated to collect Taxes from Customer. PCI Pal will not collect and Customer will not be obligated to pay (or will be refunded), any such tax or duty for which Customer furnishes PCI Pal a properly completed exemption certificate or a direct payment permit certificate or for which claims an available exemption from tax. PCI Pal will provide Customer with any forms, documents or certifications as may be required for Customer to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

2. LICENSES

2.1. License: Subject to the terms and conditions of this Agreement, during the term of this Agreement PCI Pal will make the Platform Services available to Customer and its Affiliates and Customer's and its Affiliates' authorized users, if any, and grants to Customer, its Affiliates, Customer's and Customer's Affiliates'

authorized users, if any, a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license to access and use the Platform Services and the PCI Pal Offering solely in connection with Customer's internal business operations and for no other purpose. Customer accepts sole responsibility for the use of the Platform Services by Customer, Customer's Affiliates and Customer's and its Affiliates' authorized users, and any other user who gains access to the Platform Services through Customer, its Affiliates or its or its Affiliates' authorized users. PCI Pal, itself or via the relevant Marketplace, may also provide Customer with specifications, technical manuals and other materials related to the Platform ("Documentation") to be used by Customer in accessing and using the PCI Pal Offering. Customer shall only use the Documentation in connection with its permitted use of the PCI Pal Offering.

2.2. License Restrictions: Except as specifically provided in this Agreement, Customer, its Affiliates and Customer's and its Affiliates' authorized users (if any) may not: (a) copy Platform Services, in whole or in part; (b) distribute copies of the Platform Services, in whole or in part, to any third party; (c) modify, adapt, translate, make alterations to or make derivative works based on the Platform Services or any part thereof; (d) except as permitted by Law, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software in the Platform Services (e) use, rent, loan, sub-license, lease, distribute or attempt to grant other rights to any part of the Platform Services to third parties; (f) use the Platform Services to act as a consultant, service bureau or application service provider; or (g) permit access of any kind to the Platform Services to any third party.

3. PROVISION OF SERVICES

3.1. Platform Services: Following purchase by Customer of a Subscription in accordance with the relevant Marketplace Listing, PCI Pal will Setup the Platform Services and continue to provide access to the Platform Services for the duration of the Subscription.

3.2. Professional Services: Following Setup, the Platform Services provide Customer access to the Platform which is a software-as-a-service offering. Customer may require further configuration and/or integration services, in which case, Customer is required to purchase professional services from PCI Pal in accordance with the relevant Marketplace Listing. The professional services may be further described under a statement of work provided by PCI Pal.

3.3. Support Services: PCI Pal will provide support services to Customer in accordance with the Service Level Agreement. The Reseller may provide first line support.

3.4. Suspension of Services: PCI Pal will be entitled to suspend the provision of the PCI Pal Offering (a) where required to comply with applicable Law or the order or instruction of a regulatory body; (b) as necessary to perform maintenance and improvement works to underlying systems; and (c) if Customer has, or PCI Pal reasonably believes that Customer has breached the terms of this Agreement. PCI Pal will: (i) provide as much notice as reasonably practicable under the circumstances; and (ii) where performing maintenance, use reasonable endeavors to perform such maintenance outside of business hours.

3.5. Service Updates: PCI Pal may issue changes to the PCI Pal Offering including Improvements and PCI Pal may update the Agreement accordingly. Any updates will form part of PCI Pal's intellectual property rights. If any such changes result in a material degradation of the PCI Pal Offering, Customer will have the right to terminate this Agreement on 30 days' written notice.

4. FEES

4.1. Unless otherwise specified under the relevant Marketplace Listing, Customer shall pay all fees for the PCI Pal Offering within 30 days' of receipt of an undisputed invoice. All fees paid by Customer are non-refundable and non-prorated unless otherwise noted in this Agreement or agreed to by the parties. Fees may comprise setup, professional service and license charges.

4.2. Subject to any agreed minimum term, PCI Pal reserves the right to increase the fees annually on notice to Customer. Any increase to pricing will be based on the Consumer Price Index subject to a minimum of 3%.

4.3. Additional charges will automatically apply following any Subscription upgrades, add-ons or increase in the number of authorized users by Customer. Any incremental Subscription charges associated with such upgrade, add-on or increase will be prorated over the remaining time in the relevant payment cycle, charged to the Customer's account and due and payable on the next payment date. Customer's future Subscription charges will reflect any such upgrade or increase in full.

4.4. PCI Pal reserves the right to introduce special pricing if Customer uses the PCI Pal Offering in an excessive manner, including any use contrary to Clause 7.1

5. INTELLECTUAL PROPERTY RIGHTS

5.1. PCI Pal Offering: The PCI Pal Offering and material or content contained therein including, without limitation, the Software, source code, all graphics, interfaces, features, functions, text, text buttons, design and organization, selection and arrangement, logos, audio and video clips, contain copyright material, trademarks, data, research and other proprietary rights owned by, or licensed to, PCI Pal. PCI Pal, its resellers and service providers will reserve and retain their entire right, title, and interest in and, to the PCI Pal Offering, including, without limitation, all intellectual property rights therein or relating thereto, except as expressly granted to Customer under this Agreement. Customer does not acquire any ownership interest in the PCI Pal Offering under this Agreement, or any other rights thereto other than to use the PCI Pal Offering in accordance with the limited license and rights granted under this Agreement, and subject to all terms, conditions, and restrictions, under this Agreement. Customer acknowledges and agrees that the PCI Pal Offering is provided under limited license and access rights and are not sold to Customer.

5.2. Customer Feedback: Customer may choose to submit comments, questions, ideas, suggestions or other feedback relating to the PCI Pal Offering to PCI Pal ("Feedback"). By submitting any Feedback, Customer hereby grants PCI Pal the rights and license to freely use, copy, disclose, license, distribute and exploit such Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. Customer hereby grants PCI Pal the rights and license to publish Customer's logo (as prescribed by Customer) on its website. For the avoidance of doubt, PCI Pal will not publish any further marketing or promotional material without first obtaining Customer's approval.

5.3. Customers are subject to restrictions in Clause 2.2 and must not commercially exploit the PCI Pal Offering and material or content contained therein in any way unless express permission is provided by PCI Pal or of the copyright owner, as the case may be, or except as may be expressly authorized by copyright laws. Customers must not remove, delete, alter, or obscure any notices of copyright, trademark, patent or any other intellectual property or proprietary rights from the PCI Pal Offering, including any copy thereof.

6. WARRANTIES

6.1. PCI Pal Offering: PCI Pal represents and warrants that: (a) the Software, and the Platform, will conform, in all material respects, to the Documentation during the Warranty Period; (b) PCI Pal will use industry standard practices to detect and protect the Software against any viruses, "Trojan horses" or other harmful code designed or used for unauthorized access to or use, disclosure, modification or destruction of information within the Software or interference with or harm to the operation of the Software or any systems, networks or data, including using anti-malware software and keeping anti-malware software up to date prior to making the Software (including any Software provided through the Platform) available to Customer, and scanning the Software on a regular basis; (c) if agreed under a statement of work, the Software, and the Platform, will conform, to the extent applicable, with then-current Web Content Accessibility Guidelines (WCAG).

6.2. Services: PCI Pal warrants that the Services will be performed in a professional manner with a level of care, skill and diligence performed by experienced and knowledgeable professionals in the performance of similar services.

6.3. Warranty Exclusions: PCI Pal will have no liability or obligation with respect to any warranty set out above to the extent attributable to any: (a) use of the Software by Customer in violation of this Agreement or applicable Law; (b) unauthorized modifications to the PCI Pal Offering made by Customer or its personnel; (c) use of the Software in combination with third-party equipment or software not provided or made accessible by PCI Pal or contemplated by the Marketplace Listing or Documentation; or (d) use by Customer of Software in conflict with the Documentation, to the extent that such nonconformity would not have occurred absent such use or modification by Customer.

6.4. Compliance with laws: Each party represents and warrants that it will comply with all applicable international, national, state and local laws, ordinances, rules, regulations and orders, as amended from time to time ("Laws") applicable to such party in its performance under this Agreement.

6.5. Power and authority: Each party represents and warrants that: (a) it has full power and authority to enter in and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized; and (b) this Agreement and such party's performance hereunder will not breach any other agreement to which the party is a party or is bound or violate any obligation owed by such party to any third party.

6.6. Disclaimer: EXCEPT FOR THE WARRANTIES SPECIFIED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE PCI PAL OFFERING, SERVICES, CUSTOMER MATERIALS AND CUSTOMER DATA, AND EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. PCI Pal does not warrant: (a) that the PCI Pal Offering will meet all of Customer's requirements; or (b) that the operation of the Software will be uninterrupted or error free.

7. OBLIGATIONS AND RESPONSIBILITIES

7.1. Acceptable Use: Customer must use the PCI Pal Offering in accordance with the Subscription including with respect of usage rights and the Acceptable Use Policy. Customer will not intentionally use the Software or the Platform to: (a) store, download or transmit infringing or illegal content, or any viruses, "Trojan horses" or other harmful code; (b) engage in phishing, spamming, denial-of-service attacks or fraudulent or criminal activity; (c) interfere with or disrupt the integrity or performance of the Software or data contained therein or on PCI Pal's system or network; or (d) perform penetration testing, vulnerability testing or other security testing on the Software or PCI Pal's systems or networks or otherwise attempt to gain unauthorized access to the Software or PCI Pal's systems or network or (e) for any other purpose other than as intended by this Agreement.

7.2. Confidentiality

7.2.1. "Confidential Information" means any nonpublic information directly or indirectly disclosed by either party (the "Disclosing Party") to the other party (the "Receiving Party") or accessible to the Receiving Party pursuant to this Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including without limitation technical data, trade secrets, know-how, research, inventions, processes, designs, drawings, strategic roadmaps, product plans, product designs and architecture, security information, marketing plans, pricing and cost information, marketing and promotional activities, business plans,

customer and supplier information, employee and User information, business and marketing plans, and business processes, and other technical, financial or business information, and any third party information that the Disclosing Party is required to maintain as confidential. Confidential Information will not, however, include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the Receiving Party; (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure by the Disclosing Party; (d) was lawfully received, without restriction as to use or disclosure, from a third party (who does not have an obligation of confidentiality or restriction on use itself); or (e) is developed by the Receiving Party independently from this Agreement and without use of or reference to the Disclosing Party's Confidential Information or Proprietary Rights.

7.2.2. Feedback will not be considered Customer's Confidential Information, and nothing in this Agreement limits PCI Pal's right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise. Except for rights expressly granted in this Agreement, each party reserves all rights in and to its Confidential Information. The parties agree that the PCI Pal Offering is Confidential Information of PCI Pal.

7.2.3. Obligations: The parties will maintain as confidential and will avoid disclosure and unauthorized use of Confidential Information of the other party using reasonable precautions. Each party will protect such Confidential Information with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature, and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof or access thereto. Each party will restrict Confidential Information to individuals who need to know such Confidential Information and who are bound to confidentiality obligations at least as protective as the restrictions described in this Clause 7.2. Except as necessary for the proper use of the Software the exercise of a party's rights under this Agreement, performance of a party's obligations under this Agreement or as otherwise permitted under this Agreement, neither party will use Confidential Information of the other party for any purpose except in fulfilling its obligations or exercising its rights under this Agreement. Each party will promptly notify the other party if it becomes aware of any unauthorized use or disclosure of the other party's Confidential Information, and reasonably cooperate with the other party in attempts to limit disclosure.

7.2.4. Compelled Disclosure: If and to the extent required by law, including regulatory requirements, discovery request, subpoena, court order or governmental action, the Receiving Party may disclose or produce Confidential Information but will give reasonable prior notice (and where prior notice is not permitted by applicable Law, notice will be given as soon as the Receiving Party is legally permitted) to the Disclosing Party to permit the Disclosing Party to intervene and to request protective orders or confidential treatment therefore or other appropriate remedy regarding such disclosure. Disclosure of any Confidential Information pursuant to any legal requirement will not be deemed to render it non-confidential, and the Receiving Party's obligations with respect to Confidential Information of the Disclosing Party will not be changed or lessened by virtue of any such disclosure.

7.3. NDA: Customer and PCI Pal may agree that a separate nondisclosure agreement between Customer and PCI Pal ("NDA") will apply to the Subscription, in which case the terms and conditions thereof are incorporated herein by reference and will apply instead of Clauses 7.2.1 to 7.2.4.

7.4. Customer Data and Customer Materials:

7.4.1. Customer acknowledges that PCI Pal may, directly or indirectly, collect and store information regarding Customer's use of the PCI Pal Offering provided that such information does not comprise personal or sensitive data. Customer agrees that PCI Pal may use such information for any purpose related to any use of the PCI Pal Offering, including, without limitation, improving the performance of the Software or developing any improvement on, modification or alteration of, or enhancement to any part or all of the PCI Pal Offering or any matter relating to the PCI Pal Offering whether directly or indirectly ("Improvements"), and verifying compliance with the terms of this Agreement and enforcing PCI Pal's rights, including all intellectual property rights in and to the PCI Pal Offering, including the Software. Customer agrees to allow PCI Pal to store and use Customer business contact information, including names, phone numbers, and e-mail addresses in accordance with PCI Pal's privacy policy (<https://www.pcipal.com/en/privacy-policy/>).

7.4.2. Customer is and will continue to be the sole and exclusive owner of all Customer Materials, Customer Data and other Confidential Information of Customer, including all intellectual property rights therein. Subject to clause 7.4.4, nothing in this Agreement will be construed or interpreted as granting to PCI Pal any rights of ownership or any other intellectual property rights in or to the Customer Data and Customer Materials.

7.4.3. Customer will obtain all necessary consents, authorizations and rights and provide all necessary notifications in order to provide Customer Data to PCI Pal and for PCI Pal to use Customer Data in the performance of its obligations in accordance with the terms and conditions of this Agreement, including any access or transmission to third parties with whom Customer shares or permits access to Customer Data.

7.4.4. The parties agree that Customer Data and Customer Materials are Confidential Information of Customer. Customer hereby grants to PCI Pal a nonexclusive, nontransferable (except in connection with an assignment permitted under Clause 12.2), revocable license, under all Intellectual Property Rights, to reproduce and use Customer Materials and Customer Data solely as expressly permitted under this Agreement.

7.5. Security: PCI Pal will, consistent with industry standard practices, implement and maintain physical, administrative and technical safeguards and other security measures: (a) to maintain the security and confidentiality of Customer Data; and (b) to protect Customer Data from known or reasonably anticipated threats or hazards to its security, availability and integrity, including accidental loss, unauthorized use, access, alteration or disclosure. Without limiting the foregoing, PCI Pal will provide the PCI Pal Offering in compliance with the Data Privacy and Security Addendum attached hereto.

7.6. Data Protection

7.6.1. If and to the extent that any Personal Information is processed under this Agreement, each party will comply with all data protection Laws, and any implementation of such laws, applicable to its performance under this Agreement and as specified in the Data Privacy and Security Addendum. The parties acknowledge and agree that they will consider in good faith implementing any codes of practice and best practice guidance issued by relevant authorities as they apply to applicable country specific data protection laws or their implementations.

7.6.2. For purposes of this Agreement, "Personal Information" means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to his

or her physical, physiological, mental, economic, cultural or social identity or any data, data element or information that is subject to breach notification, data security obligations or other data protection laws. Customer Aggregated Data or De-identified Data is not Personal Information.

7.7. Injunctive Relief: Both parties agree that a breach of any proprietary rights including the intellectual property, confidentiality and data protection provisions of this Agreement may cause irreparable damage, for which the award of damages may not be adequate compensation. Consequently, the non-breaching party may institute an action to enjoin the breaching party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and the non-breaching party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching party may be entitled at law or in equity.

8. LIMITATION OF LIABILITY

8.1. Disclaimer; General CAP: SUBJECT TO CLAUSES 8.2, 8.3 and 8.4, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL (A) EITHER PARTY, OR THEIR AFFILIATES, BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, EXCEED AN AMOUNT EQUAL TO THE AGGREGATE OF ALL FEES ACTUALLY PAID AND PAYABLE BY CUSTOMER DURING THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH DAMAGES.

8.2. Exception for Fraud, Gross Negligence or Willful Misconduct: THE FOREGOING EXCLUSIONS OF AND LIMITATIONS OF LIABILITY IN CLAUSE 8.1(A) AND (B) WILL NOT APPLY TO EITHER PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8.3. Exception for Certain Indemnification Obligations: THE FOREGOING EXCLUSIONS OF AND LIMITATIONS OF LIABILITY IN CLAUSE 8.1(A) AND (B) WILL NOT APPLY TO ANY COSTS OF DEFENSE AND ANY AMOUNTS AWARDED AGAINST THE INDEMNIFIED PARTY BY A COURT OF COMPETENT JURISDICTION OR AGREED UPON PURSUANT TO A SETTLEMENT AGREEMENT THAT IS SUBJECT TO SUCH PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER THIS AGREEMENT.

8.4. Special Cap for Security Breach

8.4.1. THE FOREGOING EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN CLAUSES 8.1(A) AND (B) WILL NOT APPLY TO, AND INSTEAD CLAUSE 8.4.2 WILL APPLY TO: (a) CUSTOMER'S COSTS OF INVESTIGATION, NOTIFICATION, REMEDIATION AND MITIGATION RESULTING FROM ANY UNAUTHORIZED ACCESS, USE OR DISCLOSURE OF CUSTOMER DATA RESULTING FROM BREACH OF PCI PAL'S OBLIGATIONS UNDER ANY PRIVACY AND SECURITY TERMS, INCLUDING NOTICE OF BREACH TO AFFECTED INDIVIDUALS, INDUSTRY SELF-REGULATORY AGENCIES, GOVERNMENT AUTHORITIES AND THE PUBLIC, AND CREDIT AND IDENTITY THEFT MONITORING SERVICES FOR AFFECTED INDIVIDUALS AND PCI PAL'S OBLIGATIONS WITH RESPECT THERETO PURSUANT PRIVACY AND SECURITY ADDENDUM; AND (b) ANY LIABILITIES ARISING FROM CLAIMS BROUGHT BY THIRD PARTIES AGAINST CUSTOMER ARISING FROM ANY UNAUTHORIZED ACCESS, USE OR DISCLOSURE OF CUSTOMER DATA RESULTING FROM BREACH OF PCI PAL'S OBLIGATIONS UNDER ANY PRIVACY AND SECURITY TERMS, INCLUDING OUT-OF-POCKET COSTS OF DEFENSE AND ANY

AMOUNTS AWARDED AGAINST CUSTOMER BY A COURT OF COMPETENT JURISDICTION OR AGREED UPON PURSUANT TO A SETTLEMENT AGREEMENT.

8.4.2. PCI PAL'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY UNAUTHORIZED ACCESS, USE OR DISCLOSURE OF CUSTOMER DATA RESULTING FROM BREACH OF CUSTOMER'S OBLIGATIONS UNDER CLAUSE 7.6, INCLUDING CUSTOMER'S COSTS SET FORTH IN CLAUSE 8.4.1, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, WILL NOT EXCEED (IN LIEU OF AND NOT IN ADDITION TO THE AMOUNT SET FORTH IN CLAUSE 8.1) THE GREATER OF (i) THREE TIMES THE FEES AND OTHER AMOUNTS PAID AND REQUIRED TO BE PAID UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGES OR (ii) \$500,000.

8.5. CUSTOMER ACKNOWLEDGES THAT CLAUSE 8 IS AN ESSENTIAL PART OF THIS AGREEMENT. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to Customer. In those jurisdictions, PCI Pal's liability will be limited to the maximum extent permitted by applicable Law. The limitations set forth in this clause will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

9. INDEMNIFICATION

9.1. PCI Pal Indemnity: PCI Pal will, at its expense, indemnify, defend and hold harmless Customer and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "Customer Indemnified Parties") from and against any and all claims, actions, proceedings and suits brought by a third party, and any and all liabilities, losses, damages, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) ("Claims"), to the extent arising out of or relating to an allegation of any infringement, misappropriation or violation of any intellectual property rights by the PCI Pal Offering or Customer's use thereof as permitted under this Agreement.

9.2. Customer Indemnity: Customer will, at its expense, indemnify, defend and hold harmless PCI Pal and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "PCI Pal Indemnified Parties") from and against Claims to the extent arising out of or relating to an allegation of any infringement, misappropriation or violation of any intellectual property rights by the Customer Materials or Data or PCI Pal's use thereof as permitted under this Agreement.

9.3. Process: The party(ies) seeking indemnification pursuant to this Clause 9 (each, an "Indemnified Party" and collectively, the "Indemnified Parties") will give the other party (the "Indemnifying Party") prompt notice of each Claim for which it seeks indemnification, provided that failure or delay in providing such notice will not release the Indemnifying Party from any obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Parties will give the Indemnifying Party their reasonable cooperation in the defense of each Claim for which indemnity is sought, at the Indemnifying Party's expense. The Indemnifying Party will keep the Indemnified Parties informed of the status of each Claim. An Indemnified Party may participate in the defense at its own expense. The Indemnifying Party will control the defense or settlement of the Claim, provided that the Indemnifying Party, without the Indemnified Parties' prior written consent: (a) will not enter into any settlement that; (i) includes any admission of guilt or wrongdoing by any Indemnified Party; (ii) imposes any financial obligations on any Indemnified Party that Indemnified Party is not obligated to pay under this Clause 9; (iii) imposes any non-monetary obligations on any Indemnified Party; and (iv) does not include a full and unconditional release of any Indemnified Parties; and (b) will not consent to the entry of judgment, except for a dismissal with prejudice of any Claim settled as described in (a). The Indemnifying Party will ensure that any settlement into which it enters for any Claim is made confidential, except where not permitted by applicable Law.

9.4. Infringement Remedy: In addition to PCI Pal's obligations under Clause 9.1, if the Software or other feature within PCI Pal Offering is held, or in PCI Pal's opinion is likely to be held, to infringe, misappropriate or violate any Proprietary Rights, or, if based on any claimed infringement, misappropriation or violation of Proprietary Rights, an injunction is obtained, or in PCI Pal's opinion an injunction is likely to be obtained, that would prohibit or interfere with Customer's use of the PCI Offering under this Agreement, then PCI Pal will at its option and expense either: (a) procure for Customer the right to continue using the affected PCI Pal Offering in accordance with the license granted under this Agreement; or (b) modify or replace the affected PCI Pal Offering so that the modified or replacement PCI Pal Offering is reasonably comparable in functionality, interoperability with other software and systems, and levels of security and performance and do not infringe, misappropriate or violate any third-party Proprietary Rights. If, in such circumstances, PCI Pal cannot successfully accomplish any of the foregoing actions on a commercially reasonable basis, PCI Pal will notify Customer and either party may terminate the Subscription and this Agreement, in which case PCI Pal will refund Customer any fees prepaid to PCI Pal by Customer prorated for the unused portion of the Subscription. For clarity, PCI Pal's indemnification and defense obligations under this clause include infringement Claims based on use of the PCI Offering by Customer Indemnified Parties following an initial infringement Claim except that, if PCI Pal responds to an infringement Claim by accomplishing the solution in (b), PCI Pal will have no obligation to defend and indemnify Customer for infringement Claims arising from Customer's use after the accomplishment of (b) of the infringing PCI Offering for which PCI Pal provided modified or replacement PCI Pal Offering.

9.5. Limitations

9.5.1. PCI Pal will have no liability or obligation under this Clause 9 with respect to any infringement Claim to the extent attributable to any: (a) modifications to the PCI Pal Offering not provided by PCI Pal or its personnel; (b) use of the Software in combination with third-party equipment or software not provided or made accessible by PCI Pal or not specifically referenced for use with the PCI Pal Offering by the Marketplace Listing or Documentation; or (c) use of the PCI Pal Offering by Customer in breach of this Agreement. PCI Pal's liability under this Clause 9 with respect to any infringement Claim that is attributable to use of the Software in combination with third-party equipment or software provided or made accessible by PCI Pal or specifically referenced by the Marketplace Listing or Documentation is limited to PCI Pal's proportional share of defense costs and indemnity liability based on the lesser of: (i) the value of the contribution of the PCI Pal Offering to the total value of the actual or allegedly infringing combination; or the (relative contribution of the PCI Pal Offering to the actual or allegedly infringed claims (e.g., the PCI Pal Offering are alleged to satisfy one limitation of a claim with five separate limitations and PCI Pal would be responsible for a 20% share of the defense and indemnity obligations).

9.5.2. Customer will have no liability or obligation under this Clause 9 with respect to any infringement Claim to the extent attributable to any: (a) modifications to the Customer Materials or Customer Data not provided by Customer or its personnel; or (b) use of the Customer Materials or Customer Data by PCI Pal in breach of this Agreement.

9.5.3. This Clause 9 states the entire liability of PCI Pal with respect to infringement, misappropriation or violation of any intellectual property rights or proprietary rights of third parties by any PCI Pal Offering or any part thereof or by any use thereof by Customer, and this Clause 9 states the entire liability of Customer with respect to infringement, misappropriation or violation of any intellectual property rights or proprietary rights of third parties by any Customer Materials, Customer Data or any part thereof or by any use, receipt, storage or processing thereof by PCI Pal.

9.6. Not Limiting: The foregoing indemnities will not be limited in any manner whatsoever by any required or other insurance coverage maintained by a party.

10. TERM AND TERMINATION

10.1. Term: This Agreement will continue in full force and in effect unless terminated by either party as provided by this Agreement.

10.2. Termination for convenience: Customer may terminate this Agreement at any time without cause, upon 30 days' written notice to PCI Pal or using the termination or cancellation functionality available through the Marketplace. If Customer terminates Agreement before the expiration of the then-current Subscription term, Customer will be charged for the full term and will not be entitled to any refund or fees for any unused portion of the Subscription.

10.3. Termination for breach: If there is a material breach of the Agreement, by either party, which is not cured within 30 days (to the extent that such breach is capable of remedy) following receipt of written notification by the non-breaching party, then this Agreement will be terminated. Termination by PCI Pal of this Clause does not prejudice Customer's right, and PCI Pal's obligation, to extract or assist with the retrieval or deletion of Customer Data as set forth in Clause 10.5 following termination.

10.4. Effect of termination: Upon termination or expiration of this Agreement, any licenses granted by PCI Pal to Customer shall also terminate meaning that Customers will no longer have the right to use the Software licensed under the Subscription. Customer's access to the Platform may also be disabled and discontinued. Termination or expiration of any Subscription purchased by Customer from PCI Pal will not terminate or modify any other Subscription purchased by Customer from PCI Pal.

10.5. Following the termination or expiry of this Agreement, PCI Pal will return or destroy (at Customer's election and request and to the extent legally and technically practicable) Customer Data and Customer Confidential Information in its possession. If PCI Pal is not able to delete any portion of the Customer Data or Customer Confidential Information, it will remain subject to the confidentiality, privacy and data security terms of this Agreement.

10.6. Termination of this Agreement shall not affect the rights or obligations of the parties to the Agreement that may have accrued up to the date of termination.

10.7. Clauses 5 (Intellectual Property Rights), 7.2 (Confidentiality), 7.4 (Customer Data and Customer Materials), 8 (Limitations of Liability), 9 (Indemnification), 10.4 (Effect of Termination), 12 (General) and Schedule A (Definitions), together with all other provisions of this Agreement that may reasonably be interpreted or construed as surviving expiration or termination, will survive the expiration or termination of this Agreement for any reason; but the confidentiality obligations of Clause 7.2 will expire five years following the expiration or termination of this Agreement, except with respect to, and for as long as, any Confidential Information constitutes a trade secret.

11. INSURANCE

11.1. Coverage: Each party will obtain and maintain appropriate insurance coverage necessary to for the implementation or performance of this Agreement. PCI Pal will, at its own cost and expense, provide and maintain the following insurance coverages during the term of the Agreement and for one year after:

11.1.1. commercial general liability insurance that includes, but is not limited to, coverage for bodily injury, property damage, contractual liability, and products/completed operations arising out of this Agreement, in an amount at least \$1 million per occurrence and \$2 million annual aggregate;

11.1.2. workers' compensation insurance as required by any applicable Law or regulation as well as employer's liability insurance in an amount at least \$1,000,000 per accident;

11.1.3. professional liability (errors and omissions) insurance in the amount at least \$5,000,000 in the aggregate;

11.1.4. umbrella/excess liability insurance, on an occurrence basis, providing coverage in excess of primary coverage, commercial general liability and employer's liability, in the minimum amount of \$5 million per occurrence and \$5 million annual aggregate; and

11.1.5. privacy and network security (cyber liability) liability with limits of at least \$5 million per claim and in the aggregate.

11.2. Certificates: Upon reasonable request from Customer, PCI Pal will furnish Customer with certificate of insurance to evidence coverages.

12. GENERAL

12.1. Governing Law: This Agreement shall be governed by the respective governing law, and any dispute related to this Agreement shall be subject to the exclusive jurisdiction of the respective courts, listed in the Governing Law Table based on Customer's domicile, without reference to conflicts of law provisions. The parties agree to submit to the personal and exclusive jurisdiction and venue of such courts. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement regardless of when or where adopted. The prevailing party to any dispute shall be entitled to recover its costs of enforcing a claim, including but not limited to attorney's fees.

12.2. Assignment: Neither party may, directly or indirectly, by operation of law or otherwise, assign (in whole or in part) this Agreement or its rights under this Agreement or delegate performance of its duties under this Agreement, without the other party's prior written consent. Any purported assignment, transfer or delegation by Customer in contravention of this Clause is null and void. This Agreement is binding and inures to the benefit of the parties' respective successors and permitted assigns.

12.3. Entire Agreement: This Agreement constitutes the entire agreement between Customer and PCI Pal with respect to the PCI Pal Offering and supersedes all prior and contemporaneous agreements of the parties regarding such subject matter. This Agreement is solely between the Customer and PCI Pal. NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THIS AGREEMENT (WHETHER PROFFERED ORALLY OR IN ANY QUOTATION, PURCHASE ORDER, INVOICE, SHIPPING DOCUMENT, ONLINE TERMS AND CONDITIONS, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING.

12.4. Force Majeure: Neither party shall be considered in default of performance under this Agreement to the extent that such performance is delayed or prevented by pandemics, epidemics, fire, flood, earthquake or similar natural disasters, riot, war, terrorism, civil strife, labor disputes or disturbances, material shortages or rationing, governmental regulations, communication or utility failures, or any other act of God, political action or causes beyond the reasonable control of the parties (a "Force Majeure Event"). If a Force Majeure Event continues for more than 30 days either party may terminate the Agreement.

12.5. Export Laws: Each party will comply with all applicable customs and export control laws and regulations of the United States and/or such other country, in the case of the Customer, where Customer or its users use the PCI Pal Offering and in the case of PCI Pal, where PCI Pal provides the PCI Pal Offering. Each Party certifies that it and its personnel are not on any of the relevant U.S. Government Lists of prohibited

persons, including but not limited to the Treasury Department's List of Specially Designated Nationals and the Commerce Department's list of Denied Persons. Neither party will export, re-export, ship, or otherwise transfer the PCI Pal Offering or Customer Data to any country subject to an embargo or other sanction by the United States.

12.6. Government Rights: As defined in FARS §2.101, the Software and Documentation are "commercial items" and according to Defense Federal Acquisition Regulation Supplement DFARS §252.227 and 7014(a) (1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation". Consistent with FARS §12.212 and DFARS §227.7202, any use, modification, reproduction, release, performance, display or disclosure of such commercial software or commercial software documentation by the U.S. government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

12.7. Headings: The headings throughout this Agreement are for reference purposes only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

12.8. Non-waiver: Any failure or delay by either party to exercise or partially exercise any right, power or privilege under this Agreement will not be deemed a waiver of any such right, power or privilege under this Agreement. No waiver by either party of a breach of any term, provision or condition of this Agreement by the other party will constitute a waiver of any succeeding breach of the same or any other provision hereof. No such waiver will be valid unless executed in writing by the Party making the waiver.

12.9. Notices: The communications between Customer and PCI Pal use electronic means, whether through the Platform, the Services or via email. The parties agree that communications provided electronically satisfy any legal requirement that such communications would satisfy if it were in a writing.

12.10. Relationship of Parties: The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency or other relationship between the parties.

12.11. Severability: If any provision of this Agreement is found to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provision will be deleted from these Terms and the remaining provisions will continue with full force and effect

12.12.

Schedule A

Definitions and Interpretation

The definitions and rules of interpretation in this section apply to this Agreement.

DEFINITIONS:

"Acceptable Use Policy":	means the PCI Pal acceptable use policy applicable to any use of the PCI Pal Offering, available here: https://www.pcipal.com/acceptable-use-policy/	
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"Affiliate":	means, with respect to a party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such party;
"Agreement":	has the meaning set out in Clause 1.2;
"Aggregated Data":	means numerical or non-numerical information that is collected from multiple sources and/or on multiple measures, variables, or individuals and compiled into a summary;
"Claims":	has the meaning set out in Clause 9.1;
"Confidential Information":	has the meaning set out in Clause 7.2;
"Customer":	has the meaning set out in Clause 1.1;
"Customer Data":	means data, records, files, information or content, including text, sound, video, images and software, that is (a) input or uploaded by Customer or its users to or collected, received, transmitted, processed, or stored by Customer or its users using the PCI Pal Offering in connection with this Agreement, or (b) derived from (a) Customer Data is Confidential Information of Customer;
"Customer Indemnified Parties":	has the meaning set out in Clause 9.1;
"Customer Materials":	means any property, items or materials, including Customer Data, furnished by Customer to PCI Pal for PCI Pal's use in the performance of its obligations under this Agreement;
"Data Privacy and Security Addendum"	means the PCI Pal data privacy and security addendum, available here https://legal.pcipal.com/privacy-center.html#dpsa ;
"De-identified data":	means data where any direct or indirect identifiers or codes linking the data to the individual subject's identify are destroyed or there is no potential for deductive disclosure;
"Disclosing Party":	has the meaning set out in Clause 7.2.1;

“Documentation”:	means the user guides, manuals, instructions, specifications, notes, documentation, printed updates, “read-me” files, release notes and other materials related to the Software (including all information included or incorporated by reference in the applicable Marketplace Listing), its use, operation or maintenance, together with all enhancements, modifications, derivative works, and amendments to those documents, that PCI Pal publishes or provides under this Agreement;
“Feedback”:	has the meaning set out in Clause 5.2;
“Governing Law Table”	means the PCI Pal governing law table which determines the governing law applicable to this Agreement, available here: https://legal.pcipal.com/termsandconditions.html#governinglaw ;
“Indemnified Party”:	has the meaning set out in Clause 9.3;
“Indemnifying Party”:	has the meaning set out in Clause 9.3;
“Improvements”:	has the meaning set out in Clause 7.4.1;
“Marketplace Listing”:	means an offer by PCI Pal or a Reseller, as set forth in the detail page on the Marketplace or an order form with a Reseller, to license Software for a specific use capacity and provide Services subject to this Agreement, including PCI Pal’s policies and procedures referenced or incorporated in the detail page;
“Marketplace”:	means an online marketplace hosted by a Reseller;
“PCI DSS”:	means Payment Card Industry Data Security Standard;
“PCI Pal Indemnified Parties”:	has the meaning set out in Clause 9.2;
“Personal Information”:	has the meaning set out in Clause 7.6.2;
“Platform Services”:	means Customer’s access to the Platform following Setup;
“Platform”:	has the meaning set out in Clause 1.1;

“Professional Services”	means any additional configuration and/or integration services Customer may request from PCI Pal as further described under a Statement of Work;
“Proprietary Rights”:	means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered or invented, including, without limitation, all: (a) patents and patent applications; (b) copyrights and mask work rights; (c) trade secrets; (d) trademarks; (e) rights in data and databases; and (f) analogous rights throughout the world;
“Reseller” or “Resellers”:	has the meaning set out in Clause 1.1;
“Receiving Party”:	has the meaning set out in Clause 7.2.1;
“Service Level Agreement”	means the standard service level agreement applicable to the PCI Pal Offering, available here: https://www.pcipal.com/pci-pal-sla-standard-2023-v1-1-002/ ;
“Services”:	has the meaning set out in Clause 1.1;
“Setup”:	means PCI Pal's provisioning of the Platform Services as further described here: https://www.pcipal.com/pci-pal-platform-services-v1-0/ ;
“Software”:	means the computer software in the Platform and identified in the applicable Marketplace Listing, including any patches, bug fixes, corrections, remediations, updates, upgrades, modifications, enhancements, derivative works, new releases and new versions of the Software that PCI Pal provides, or is obligated to provide, under this Agreement;
“Subscription”:	means a subscription ordered by Customer in the Marketplace and fulfilled by PCI Pal for the licensing and provision of the PCI Pal Offering listed in an Marketplace Listing;
“Taxes”: and	has the meaning set out in Clause 1.3; and
“Warranty Period”:	means the term of the Subscription.

INTERPRETATION

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

Unless expressly provided otherwise in this Agreement a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference of this Agreement or such other agreement or document, in each case as varied from time to time.

References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.