



MOBILE MERCHANT +

Part I: Rates and Charges.

Part II: Service Description and Requirements.

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Part I: Rates and Charges.

1. Customer will pay the monthly recurring charges ("MRCs") and non-recurring charges ("NRCs") for the Mobile Merchant + Services ("Mobile Merchant") as specified in the applicable Service Order. An MRC shall apply per Tablet Register and Application Programming Interfaces ("API") in service (partial months, whether on activation or cancellation, will be billed the full MRC). "Service Activation Date" for a Tablet Register or API shall be the earliest of (i) the date a Merchant orders a Tablet Register or API or (ii) the first date a Merchant uses the Tablet Register or API. MRCs will be invoiced in arrears.

Each Merchant must have its own Subscription. Each Subscription requires at least one (1) Tablet Register, and Customer will pay a monthly charge based on the actual number of Tablet Registers (including the first and each additional) in service times the relevant MRC.

Part II: Service Description and Requirements.

1. **General.** Mobile Merchant is a mobile point of sale ("mPOS") platform (comprised of a Verizon private cloud hosted component ("mPOS Cloud") and a mobile application ("mPOS App")) that creates an mPOS software as a service ("SaaS") that Customer can sell to merchant customers of Customer that utilize Customer's merchant services ("Merchants"). Merchants can use the mPOS SaaS to complete mobile cash and card sales transactions (through Customer's payment gateway) with customers of the Merchants ("Shoppers") using a Customer supplied tablet (with compatible card reader and other compatible mPOS peripherals) which has installed the mPOS App ("Tablet Register"). mPOS App is currently only supported on the iOS mobile device operating system. mPOS App can only be deployed to devices owned by Customer or its Merchants. For the avoidance of doubt, Verizon is not providing the mPOS App, which is downloadable from the iTunes store, to Customer or Merchant. Users of the mPOS App will be subject to the end user license agreement ("mPOS App EULA") embedded in the application or made available through the application download utility (e.g., Apple App Store). In addition to cloud-based point of sale ("cPOS"), mPOS Cloud provides cloud-based CRM ("cCRM"), inventory ("cInventory") and other back office functionality. Mobile Merchant also includes a Verizon developed and hosted website, at a URL provided by Customer, which includes functionality to activate and cancel Tablet Registers, FAQ and knowledge base ("Mobile Merchant Portal" or "Portal"). Use of the Portal is subject to the terms and conditions therefor, which are also available upon request. Verizon will provide password protected access to the Portal. Customer is responsible for creating and protecting its Portal password(s) used by Customer and Merchants. Customer is responsible for all use of the Portal by Merchants. Mobile Merchant also optionally enables back-end integration with the APIs of select providers of cloud-based SaaS accounting ("Accounting APIs") and SaaS Omni-channel ("Omni-Channel APIs") functionality (collectively referred to as the "API Ecosystem").
2. **Service Options and Optional Features.**
 - 2.1 **Branding.** Mobile Merchant standard branding features a co-brand, using Verizon marks and branding ("Verizon Marks") and Customer marks and branding ("Customer Marks") furnished to Verizon for the purpose of the co-branding, of the elements of Mobile Merchant that may be viewed or accessed by Customer, its Merchants or Shoppers. Customer may elect, at an additional expense, to have Verizon "White Label" Customer's Mobile Merchant so that only the Customer Marks appear in any elements of Mobile Merchant that may be viewed or accessed by Customer, its Merchants or Shoppers.
 - 2.2 **API Ecosystem.** Each Merchant who subscribes to receive Mobile Merchant Services from Customer may, in addition, select from the lists below one (1) Accounting API Plan or one (1) Omni-Channel API Plan to be included as part of that Merchant's implementation of Mobile Merchant Services. Merchants are able to self-subscribe to their selected APIs through the Merchant Portal.

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- 2.1.1 **Accounting API Plan:** Xero, Intuit Quickbooks and Sage.
- 2.1.2 **Omni-Channel API Plan:** Shopify, Magneto, eBay and BigCommerce.
- 3. **Other.**
 - 3.1 **Mobile Merchant Program Manager.** Verizon will appoint a program manager (“MMPM”) who will perform the following functions:
 - 3.1.1 Oversee the initiation and resolution of performance issues requiring escalation and work with Customer and Verizon technical teams to define overall remediation plans.
 - 3.1.2 Facilitate Customer enablement by identifying and executing strategies to increase self-service utilization and expand self-service. Assist Customer with online and electronic media tool enablement and adoption.
 - 3.1.3 Conduct quarterly reviews of Governance Plan and Report.
 - 3.2 **Governance Plan and Report.** Verizon will provide Customer with a quarterly governance plan and report (“Governance Plan and Report”) containing the following components:
 - 3.2.1 Customer and Verizon highlights and challenges.
 - 3.2.2 Strategic recommendations to Customer.
 - 3.2.3 Operational results for Verizon services.
 - 3.2.4 Accomplishments achieved since the last Governance Plan and Report.
 - 3.3 **Procedures Manual.** Verizon will provide Customer with a procedures manual (“Procedures Manual”) and update annually. The Procedures Manual will include the following components:
 - 3.3.1 Account Relationship Map (roles and responsibilities, contacts, communication paths).
 - 3.3.2 Customer enablement overview and instructions.
 - 3.3.3 Verizon service delivery and service support overview.
 - 3.3.4 Operational processes.
 - 3.3.5 Change management processes.
 - 3.3.6 Ordering and billing processes.
 - 3.4 **Reports.** Verizon will provide Customer with the following quarterly reports:
 - 3.4.1 Service Level Objectives Reporting.
 - 3.4.2 Customer Enablement Review
- 4. **Customer Responsibilities.**
 - 4.1 **Equipment.** In order to access the Mobile Merchant Services, Merchants are required to have equipment that is compatible with Mobile Merchant Services (“Customer Devices”). Verizon has no liability or obligation herein for: (a) the installation, configuration, operation or maintenance of the Customer Devices; (b) the availability, capacity and/or condition of the Customer Devices; or (c) any adverse impact of Mobile Merchant on the Customer Devices.
 - 4.2 **Internet Access.** In order to access the Mobile Merchant Services, Merchants are required to have broadband Internet or 4G wireless access.
 - 4.3 **Payment Gateway.** In order to access the Mobile Merchant Services, Merchants must have access to, and the right to use, Customer’s payment gateway over the Internet via the Merchant’s Tablet Register.
 - 4.4 **PCI/DSS Certification.** Customer is responsible for obtaining and maintaining all required PCI/DSS certifications related to the use of Customer’s payment gateway and must ensure that all cardholder data used with Mobile Merchant Service is encrypted.
 - 4.5 **Technical Support.** Customer is responsible for providing tier 1 technical support to its Merchants and its own personnel (“Tier 1 Service Desk”). The Tier 1 Service Desk will provide assistance to Merchant end users requiring support. The Tier 1 Service Desk will utilize documented troubleshooting processes to assist. In the event that the Tier 1 Service Desk is unable to resolve the issue, the incident will be escalated to the Mobile Merchant Tier 2 Service Desk.
 - 4.6 **Ordering.** Customer is responsible for ensuring that the Merchants properly subscribe to the Mobile Merchant Services along with any API Plans selected by the Merchants. As part of the process for subscribing to the Mobile Merchant Services and any API Plans, Customer will be responsible for ensuring that its Merchants execute the online terms and conditions applicable to the Mobile Merchant Services and any selected API Plans (“Merchant User Agreement” or “MUA”). If Customer selects the OneSaaS API Plan, Customer agrees to include the OneSaaS Supplier’s End User Terms in Exhibit A in its end user agreements with Customer Merchants. Once the Merchant has completed the subscription process, the Merchant will be supplied user identifications and passwords by Customer (or by Verizon at Customer’s request).
 - 4.6.1 **Integration.** Customer is required to integrate its internal ordering system with the Verizon Mobile Merchant platform to pass all required information to complete the Merchant subscription. Customer

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will conform to integration specifications provided by Verizon. Verizon will test and confirm that Customer's integration has met Verizon's integration specifications. Upon Customer request, Verizon may provide integration services for an additional fee.

4.7 **Reports.** Customer will provide Verizon with the following monthly reports:

- 4.7.1 Projected order volumes by month for next six months.
- 4.7.2 Planned marketing campaigns for next six months.
- 4.7.3 Market response by campaign for last six months.
- 4.7.4 Tier 1 Trouble ticket statistics by type of problem.

4.8 **Customer Warranty.** Customer warrants and represents that:

- 4.8.1 it owns all right, title, and interest in and to, or has the license for and the right to grant Verizon access to, any programs, systems, data, materials or other information furnished by Customer to Verizon for the purpose of enabling Verizon to perform Mobile Merchant Services.
- 4.8.2 it has required Customer Merchants to obtain any consents required as needed from either its employees or end user customers to: a) capture, store, analyze and share their information, including personally identifiable information, to provide the service; b) capture, store, analyze and share end user customer attributes identified through the end user customer's purchase activity with Customer Merchant; and c) capture, store, analyze and share end user customer information for any other reason as determined by Customer or Customer Merchant;
- 4.8.3 in addition to the applicable terms in the Agreement, it will comply with all laws and regulations and that it will require Customer Merchants to comply with all laws and regulations, including but not limited to, the Dodd-Frank Act, any other consumer financial protection laws, or any laws relating to loyalty programs, marketing or promotional programs, and use of customer information;
- 4.8.4 it will use due diligence to ensure that Customer Merchants are not a) likely to commit fraud or attempt to collect illegal payments in violation of the Dodd-Frank Act or other applicable laws; b) engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States;
- 4.8.5 Customer is solely responsible for any third-party claims and liability resulting from Customer's breach of this warranty.

4.9 **Acceptable Use Policy.** Customer must at all times comply, and ensure that its Merchants comply, with the terms and conditions of the Verizon's Acceptable Use Policy (<http://www.verizonbusiness.com/terms/>). For purposes of Verizon's Acceptable Use Policy, Mobile Merchant Services is deemed to be a Verizon Internet Service. Verizon reserves the right to suspend or terminate access to Mobile Merchant if it has reasonable grounds to consider that an actual or threatened violation of the Acceptable Use Policy is occurring or has occurred.

4.10 **Export Controls.** Customer acknowledges that the export, import, and use of certain hardware, software, and technical data provided or used under Mobile Merchant is regulated by the United States, European Union and other governments and agrees to comply, and to cause its Merchants compliance, with all applicable laws and regulations, including the U.S. Export Administration Act, the regulations promulgated thereunder by the U.S. Department of Commerce, European Council Legislation 489/2009 and any other applicable laws or regulations. Customer represents and warrants that neither Customer nor any of its Merchants i) are subject to any government order suspending, revoking or denying export or import privileges necessary for the performance of Customer's or Verizon's obligations under these terms; are subject to trade sanctions, embargoes, or other restrictions under any applicable laws; or iii) are involved in an end use prohibited under any laws including but not limited to chemical or biological weapons proliferation or nuclear or missile technology proliferation.

4.11 **General.** Customer shall (i) be responsible for Merchants' compliance with the terms set forth in the Agreement and in these terms, (ii) be responsible for the accuracy, quality and legality of Customer Data and the means by which it acquires Customer Data; (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Mobile Merchant Services and notify Verizon promptly of any such unauthorized use or access, (iv) use the Mobile Merchant Services, and ensure the Mobile Merchant Services are used, in accordance with applicable laws and government regulations, (v) designate and maintain an authorized system administrator responsible for administering Merchant subscriptions, (vi) be solely responsible for all Merchant subscription, support, billing, and collections, (vii) be solely responsible for the set-up, administration, and maintenance via secure connection of all Tablet Registers, (viii) exercise due diligence in protecting Mobile Merchant systems and information that might be used to access, exploit, or otherwise affect the Mobile Merchant Services, and (ix) be solely responsible for modifying, updating, deleting

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and otherwise administering access information and passwords with respect to Merchant subscriptions. Customer shall not (a) make the Mobile Merchant Services available to anyone other than Merchant end users, (b) use the Mobile Merchant Services, or permit the use of the Mobile Merchant Services, to store or transmit infringing, threatening, libelous or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, or to store or transmit material containing software viruses, worms, Trojan horses or other harmful computer codes, files scripts or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware telecommunications equipment (c) interfere with or disrupt the integrity or performance of the Mobile Merchant Services, (d) attempt to gain unauthorized access to the Mobile Merchant Services or their related systems or networks, (e) use the Mobile Merchant Services, or permit the use of the Mobile Merchant Services, to store or transmit Protected Health Information as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of **Part** 2009 and accompanying regulations, or (f) describe Verizon as a payment processor.

- 5. Performance.** Verizon is not responsible for any failure or delay resulting from Customer's failure to fulfill its obligations under these terms in a timely manner.

Part III: Service Terms and Conditions.

1. Intellectual Property.

- 1.1 Verizon, its suppliers and its licensors own all right, title and interest in and to the Mobile Merchant Services and the Content, including without limitation, all copyrights, trade secrets, patents, and other intellectual property rights. The Mobile Merchant Services and any and all software (excluding the mPOS App, which Customer and/or Merchant will procure directly from iTunes store), documentation, reports or other materials and items provided to Customer by Verizon, its suppliers and its licensors pursuant to these terms including, but not limited to, graphics, text, images and logos, algorithms, processes, user interfaces, designs and know-how ("Content"), constitute valuable trade secrets of Verizon, its suppliers and its licensors. The Mobile Merchant Services and the Content are protected by United States and other international laws, including without limitation copyright and trade-mark laws and international treaty provisions. Customer agrees to comply with all copyright laws worldwide in Customer's use of the Mobile Merchant Services and the Content and to prevent any unauthorized copying of the Content. Customer agrees not to alter, remove, deface or destroy any copyright, trade-mark or proprietary markings or confidential legends placed upon or contained in the Mobile Merchant Services and the Content or in or on any related material. Except as otherwise set forth in these terms all Intellectual Property Rights in all intellectual property contained in the Mobile Merchant Services and the Content that are owned or developed by Verizon or its suppliers, and any corrections, improvements, updates and new modules to such intellectual property, including all copies thereof, will, as between Verizon and Customer, be and remain the property of Verizon and Customer will have no rights or interests therein. Except as expressly provided herein, neither Verizon, nor its suppliers and its licensors grant any express or implied right or license to Customer under any intellectual property right, including under any patent, trade-mark, copyright, trade secret or confidential information of Verizon, its suppliers and its licensors. Except as otherwise set out in these terms, Customer shall not (i) copy or use the Mobile Merchant Services or the Content; (ii) alter, modify, duplicate, translate, de-compile, reverse engineer, or attempt to recreate the Services or the Content, in whole or in part; (iii) modify or create any derivative works from the Mobile Merchant Services or the Content any part thereof; (iv) merge the Mobile Merchant Services or the Content with any other software; (v) disclose to any third party any performance information or analysis relating to the Mobile Merchant Services and the Content; (vi) license, sublicense, sell, convey, assign, transfer, give, lend, rent, transfer, pledge as collateral, or otherwise grant any right to any of the Mobile Merchant Services or the Content or any of Customer's rights hereunder, in whole or in part, voluntarily or involuntarily, by operation of law or otherwise, to any person, individual, legal or personal representative, partnership, company, corporation, syndicate, association, trust or governmental body otherwise; (vi) build an identical product to the Mobile Merchant Services or a product with similar ideas, features and functionality as the Services; and (vii) copy any ideas, features or functions of the Mobile Merchant Services. Customer agrees to retain, on all copies of any Content Customer downloads, all copyright and other proprietary notices contained in the Content. Upon termination of this Agreement unless otherwise provided herein, all of Customer's rights in connection with the Mobile Merchant Services and the Content, including but not limited to the right to access and use the Mobile Merchant Services and the Content, will terminate. "Intellectual Property" or "Intellectual Property Rights" means all intellectual, moral, industrial or proprietary rights

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recognized under applicable law anywhere in the world, whether issued or pending, registered or unregistered, including all forms of copyrights, patents, trademarks and service marks, and rights in trade secrets, and all of the tangible embodiments thereof.

- 1.2 With respect to any components of the Content which are downloadable to Customer Devices, upon download of such Content to a Customer Device, Verizon grants to Customer a non-exclusive, license to use such downloaded Content solely in conjunction with Mobile Merchant Services during the Term and Customer may sublicense such downloaded Content to Customer Merchants. Customer will not (and will ensure that its Merchants do not) use such Content for application development purposes, or on a standalone basis, or for access that is not hosted by Verizon; and neither Customer nor any of its Merchants may sublicense, rent or resell the use of such Content. Customer and its Merchant subscribers may download, but may not copy such Content.
 - 1.3 Customer hereby grants to Verizon a non-exclusive, royalty-free license to use, copy, distribute, modify and display Customer's service mark, trademark, logo, name or other Customer supplied information ("Customer Branding Materials") for the limited purpose of co-branding or white labeling Mobile Merchant Services as specified above. Customer shall retain all right, title and interest in the Customer Branding Materials. Customer warrants and represents to Verizon that: (i) Customer has obtained all necessary rights and permissions and has the right to grant to Verizon the limited license in the Customer Branding Materials; and (ii) Verizon's use of the Customer Branding Materials in the manner specified herein shall be free from any claim of any actual or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or any actual or alleged violation of any other intellectual property or proprietary rights. Customer shall indemnify, defend and hold harmless Verizon, its parents, subsidiaries and affiliates, and its and their respective directors, officers, members, partners, employees, agents, contractors, successors and assigns ("Indemnified Parties") from and against any claims, demands, lawsuits, damages, liabilities, loss, cost or expenses (including, but not limited to, reasonable fees and disbursements of counsel and court costs), judgments, settlements and penalties of every kind arising from or relating to any actual or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or any actual or alleged violation of any other intellectual property or proprietary rights arising from or in connection with the Customer Branding Materials or their use by Verizon in the manner specified herein.
 - 1.4 Verizon does not grant Customer any rights in connection with any trademarks, service marks, logos or names of Verizon, its suppliers and its licensors ("Verizon Marks"). Customer shall not remove or alter any copyright notices contained in the Mobile Merchant Services. Customer acknowledges and agrees that, as between Verizon and Customer, Verizon owns the Verizon Marks and that any and all goodwill derived from the use of the Verizon Marks by Customer hereunder enures solely to the benefit of Verizon. Customer hereby assigns to Verizon all right, title and interest in the Verizon Marks, together with the goodwill attaching thereto, that may enure to it in connection with the Agreement, or from its use of the Verizon Marks thereunder. Customer will at no time contest or aid in contesting the validity or ownership of any Verizon Mark or take any action in derogation of Verizon's rights therein, including without limitation applying to register any trademark, trade name, service mark or other designation that is confusingly similar to any Verizon Mark.
 - 1.5 Except as expressly granted herein, Customer receives no ownership, license, or other interest in any intellectual property created or delivered by Verizon, whether in connection with its performance of these terms or otherwise.
2. **Data Privacy.** Verizon will, by virtue of providing Mobile Merchant Services to Customer, come into possession of Customer Data. In addition to the definition of "Customer Data" in the Master Terms, "Customer Data" includes, but is not limited to: sales transaction data (e.g., product/services sold, sale price, sale location, sale time, date of sale, Merchant identity, Shopper identity) between Merchants and their Shoppers; inventory levels, pricing and descriptive data of the products and services of Merchants, data transmissions (including the originating and destination IP addresses, date, time and duration of data transmissions), data containing personal information (i.e., information that, directly or indirectly, either alone or in combination with other data, identifies or uniquely relates to an individual) and/or private information of the Customer, its Merchants, their employees or authorized users of the Mobile Merchant Services and Shoppers; and other data provided to or obtained by Verizon, its affiliates, sub-contractors and agents, in connection with the provision of Mobile Merchant Services. Verizon will act as "Data Processor," as defined in the EU Data Protection Directive 95/46 (the "Directive"), on behalf of Customer in providing Mobile Merchant. Verizon will implement appropriate technical and organizational measures to protect Customer Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against other unlawful forms of processing. The Customer agrees that Verizon, its' affiliates, sub-contractors, and agents may: (i) process Customer

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Data (including transfers to countries that do not provide statutory protections for such data) as required in order to provide the Mobile Merchant Services; and (ii) to use or disclose Customer Data pertaining to the use of Mobile Merchant Services at the Customer, Merchant and Shopper levels, which has been aggregated, anonymized and/or de-identified in such a way so as to prevent such Customer Data from being reconstructed into its original form and exclude any possibility of individuals being identified, only for purposes consistent with Verizon's Privacy Policy (<http://www.verizon.com/about/privacy/>) (items (i) and (ii), the "Permitted Uses"). Customer shall, as a general matter, undertake to (i) provide notice of its privacy practices to relevant parties (including, without limitation, data subjects); (ii) rectify, delete and update the Customer Data specific to any particular data subject on receiving instructions from such data subject, and (iii) ensure that data subjects have rights of access to, correction to, deletion of, or withdrawal of consent to the collection, use or sharing of their data in the same way they would have under the law applicable in the jurisdiction where such Customer Data is collected. Verizon shall promptly comply with any commercially reasonable request from Customer requiring Verizon to amend, transfer, or delete Customer Data to the extent legally permitted and to the extent Customer does not have the ability to do so itself in its use of the Services. Verizon, its suppliers and its licensors will not be liable for the deletion of, correction to, destruction of, damage to, loss of or failure to store Customer Data. Customer warrants that, with respect to the collection, use, processing, storage and transfer of Customer Data as described in this section, Customer: (A) has provided notice to, and obtained and will obtain all legally required consents and permissions from, its Merchants, their employees or authorized users of the Mobile Merchant Services and Shoppers and any other relevant parties (including, without limitation, data subjects); and (B) is in compliance with all relevant privacy laws.

3. **Warranty Disclaimer.**

3.1 The Content may contain inaccuracies and typographical errors. Verizon makes no representation or warranty regarding the accuracy or completeness of the Content or information accessible while using the Mobile Merchant Services, or the reliability of any advice, opinion, statement or other information displayed or distributed through the Mobile Merchant Services. Customer acknowledges that any reliance on any of the foregoing and Customer's use of the Mobile Merchant Services and the Content shall be at Customer's sole risk. Verizon reserves the right, in its sole discretion, to correct any errors or omissions in any part of the Mobile Merchant Services or in any portion of the Content. Verizon may make any other changes to the Mobile Merchant Services and the Content at any time without notice. Verizon disclaims all responsibility for the legality of the collection of any data or information Verizon collects at the direction of Customer, including but not limited to, data or information collected for the purpose of Customer's merchant loyalty programs, email promotions, marketing programs or other associated programs. Verizon also disclaims responsibility for the underlying transaction over which Verizon has no control, including but not limited to, failed credit cards.

3.2 THE MOBILE MERCHANT SERVICES AND THE CONTENT ARE PROVIDED "AS IS" AND VERIZON, ITS SUPPLIERS AND ITS LICENSORS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VERIZON DOES NOT WARRANT THAT THE MOBILE MERCHANT SERVICES AND THE CONTENT WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE MOBILE MERCHANT SERVICES AND/OR THE CONTENT WILL BE FREE FROM ERRORS OR FUNCTION WITHOUT INTERRUPTION, THAT ANY STORED DATA WILL BE ACCURATE OR RELIABLE NOR THAT ANY CUSTOMER DATA CAN BE RESTORED FROM ANY PARTICULAR BACKUP PROCEDURE. VERIZON DOES NOT WARRANT THAT USE OF THE MOBILE MERCHANT SERVICES WILL ENABLE CUSTOMER TO ACHIEVE ANY PARTICULAR RESULT OR RESULTS IN CUSTOMER'S BUSINESS OPERATIONS.

4. **Limitation of Liability.** IN NO EVENT WILL VERIZON, ITS SUPPLIERS OR ITS LICENSORS BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFITS, COST OF COVER, ARISING FROM OR RELATING TO THESE TERMS, THE MOBILE MERCHANT SERVICES OR THE CONTENT, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. IN ADDITION, EXCEPT WITH RESPECT TO CLAIMS BASED ON WILFUL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT WILL VERIZON, ITS SUPPLIERS OR ITS LICENSORS BE LIABLE FOR ANY DAMAGES OF ANY KIND GREATER THAN THE AMOUNTS PAID TO VERIZON HEREUNDER. VERIZON, ITS SUPPLIERS OR ITS LICENSORS WILL NOT BE LIABLE FOR ANY DELAYS OR DAMAGES ATTRIBUTABLE TO PROBLEMS INHERENT IN INTERNET AND ELECTRONIC COMMUNICATION FOR ANY BREACHES OF DATA SECURITY OR FOR DELAYS RELATING TO FAILURE OF CUSTOMER'S HARDWARE. THESE LIMITATIONS WILL APPLY EVEN IF VERIZON HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF THIS SECTION SHALL APPLY EVEN IN THE EVENT OF A FAILURE OF THE ESSENTIAL PURPOSE OF THIS PROVISION.

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Part IV: Technical Support and Service Level Objectives (“SLO”).

1. **Technical Support.** Verizon will provide Tier 2 technical support (“Tier 2 Service Desk”), subject to the following guidelines:
 - 1.1 Customer will request Mobile Merchant Tier 2 Service Desk support by creating trouble tickets in the Mobile Merchant ticketing system (“Tier 2 Trouble Ticket”). Verizon will not interact directly with Merchants. Customer will provide as much information as possible about the problem in the Tier 2 Trouble Ticket. This includes:
 - 1.1.1 Problem or error description.
 - 1.1.2 Error reproduction procedures.
 - 1.1.3 Details of any troubleshooting that has been completed.
 - 1.1.4 Screenshots, where applicable and if possible.
 - 1.2 The Tier 2 Service Desk will operate Monday – Friday, 9 a.m. to 9 p.m. ET.
 - 1.3 Once a reported problem has been identified, it will be assigned a priority according to the following guidelines:

SEVERITY:	DESCRIPTION:
SEVERITY 1 (Critical)	Services are unusable affecting all or most users. No known workaround exists. This includes the highest level of outages. Severity 1 will also be assigned to those incidents whereas end users are experiencing severe latency or loss of key functionality of the application. Severity 1 has one or more of the following characteristics: <ul style="list-style-type: none">○ A critical documented function is not available or inaccessible, resulting in total disruption of service.○ Data corrupted.○ System hangs indefinitely, causing unacceptable or indefinite delays for resources or response.○ System crashes, and crashes repeatedly after restart attempts.
SEVERITY 2 (Serious)	Capability is limited or significant performance degradation is experienced. No reasonable workaround available. <ul style="list-style-type: none">○ Service is operational but highly degraded.○ Important features are unavailable with no acceptable workaround; however, some operations can continue in a restricted fashion.
SEVERITY 3 (Major)	System performance issue or functionality impaired to the point it inhibits normal operations. Short-term workaround is available. <ul style="list-style-type: none">○ Service is operational but partially degraded and an interim workaround or solution exists.○ Problem with non-critical feature or functionality.
SEVERITY 4 (Minor)	Functionality is not blocked. Minor problem not affecting core service functionality and/or the ability to use services, or problems to which workarounds exist. <ul style="list-style-type: none">○ Missing or erroneous documentation.○ Minor problem or question that does not affect delivery of service.○ Depending on risk assessment, may be deferred or closed without a fix.
SEVERITY 5 (GENERAL INQUIRY)	Technical or informational questions or product-related comments not relating to any category listed above, feature suggestions and improvements, or general product inquiries.

- 1.4 The stages of resolution are defined as follows:

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STAGE:	DESCRIPTION:
ACKNOWLEDGED	Verizon will communicate receipt of the initial request for support.
ASSIGNED	Verizon will communicate that investigation/resolution is in progress.
RESOLVED	Verizon will communicate when a resolution is available. Verizon will provide the necessary instructions, guidance, and/or documentation updates required to use the Services with the resolution.
FIXED	Verizon will communicate when a permanent fix is available. Verizon will provide the necessary instructions, guidance, and/or documentation updates required to use the Services with the fix.

- 1.5 A problem is considered Fixed when: i) The Services conform substantially to the user documentation; or ii) Customer has been informed that the correction to the problem has been or will be made available through an update to the Services or a user documentation update; or iii) Verizon has found that the problem falls outside of the scope of the Services and Customer has been notified thereof.
- 1.6 Verizon will use commercially reasonable efforts to provide a resolution (fix or work-around) for all problems identified within the following timelines for the related severity levels:

SEVERITY:	TIMELINE FOR RESOLUTION:
SEVERITY 1 (Critical)	Verizon will make an initial response to a Severity 1 normal maintenance call within thirty (30) minutes of receipt. Severity 1 calls will be handled on a 24 hour by 7 day a week basis. Verizon will use reasonable efforts to provide a fix, work around, or to patch Severity 1 issues within twenty four (24) hours after the bug or error is replicated by Verizon and confirmed as a Verizon error.
SEVERITY 2 (Serious)	Verizon will make an initial response to Severity 2 maintenance calls within one and one-half (1.5) hours of receipt. Verizon will make reasonable efforts to provide a fix or work around for Severity 2 bugs within ninety six (96) hours after the bug or error is replicated by Verizon and confirmed as a Verizon error.
SEVERITY 3 (Major)	Verizon will make an initial response to Severity 3 maintenance calls within four and one-half (4.5) hours of receipt. Verizon will make reasonable efforts to identify a resolution to Severity 3 bugs within thirty (30) days and to incorporate Severity 3 fixes in the next upcoming release of the Services.
SEVERITY 4 (Minor)	Verizon will make an initial response to Severity 4 maintenance calls within thirty-six (36) hours after receipt. Severity 4 issues will be dealt with on a case-by-case basis.

- 1.7 Verizon will not be responsible for performance issues or support requests: i) caused by factors outside of Verizon's reasonable control, including any force majeure event, or Internet access or related problems; ii) that result from any actions or inactions by Customer or a third party; iii) that result from Customer equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment, software or technology within Verizon's direct control); or iv) arising from a failure on the part of Customer to use the Services in accordance with the AUP.
- 1.8 Scheduled maintenance on the Mobile Merchant platform will be performed during a standard maintenance window on Saturdays and Sundays from 10pm to 6am local time, as necessary. Verizon reserves the right to change these maintenance times, where necessary, upon prior notice to the Customer. Verizon also reserves the right to perform emergency maintenance without prior notice. Any planned downtime for which Verizon gives 72 hours, or more, notice by email or via a conspicuous on-screen message in the Service will be considered scheduled maintenance.
2. **Service Level Objectives.** The following service level objectives ("Service Level Objectives" or "SLOs") are applicable to Verizon's provision of Mobile Merchant Services. All SLOs will be measured on a monthly basis unless otherwise noted. The SLOs only apply to production environments. Verizon's records and data shall be the basis for all SLO calculations and determinations.

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2.1 Availability For Mobile Merchant Service.

2.1.1 **Definition.** Availability for Mobile Merchant Service is measured as a monthly percentage and is based on the amount of time the Mobile Merchant platform is accessible to users, as measured by transaction attempts. The monthly availability percentage equals the ratio of successful attempts/total attempts per month multiplied by 100.

2.1.2 **Measurement Process.**

2.1.2.1 The monthly availability percentage for the Mobile Merchant platform shall be reported via Verizon internal management/reporting tool. Verizon measures Mobile Merchant platform availability by generating test traffic originating from multiple locations on the Internet. Tests are run at approximately ten minute intervals and the results are totalled at the end of the reporting period.

2.1.2.2 Monthly Reports will indicate the accumulative total of all successful test attempts divided by total test attempts. Unavailability time during periods of scheduled maintenance and time associated with factors external to the Mobile Merchant platform itself (e.g., Internet access outage and other circumstances beyond Verizon's reasonable control) will be excluded from measurement under this SLO.

2.1.3 **Objective.** 99.6%.

2.1 Time to Repair.

2.1.1 **Definition.** Time to Repair ("TTR"). TTR is the time to resolve a Severity 1 Tier 2 Trouble Ticket.

2.1.2 **Measurement Process.**

2.1.2.1 Customer's TTR is based on the outage time for each Severity 1 outage event. The TTR time starts when a Trouble Ticket is opened by Verizon or Customer in response to a Severity 1 outage and concludes with the restoration of service on the affected platform.

2.1.2.2 Severity 1 outage Time To Repair (Hrs.) = Length of Trouble Ticket resolution per outage incident.

2.1.3 **Objectives.** Only in-scope Tier 2 Trouble Tickets will be included in SLO reporting. In the event that a Tier 2 Trouble Ticket is out of scope, it will be removed from the SLO reporting and will be treated as an out of scope request. In the event that a Tier 2 Trouble Ticket is received by the Tier 2 Service Desk that is out of scope, the Tier 2 Service Desk will refer the call back to Customer's Tier 1 Service Desk.

EXHIBIT A

ONESAAS END USER TERMS

END USER TERMS FOR USE OF ONESAAS APPLICATION

The OneSaas website and application are owned by, and content is published by OneSaas Integrations Pty Limited A.C.N. 154 537 836 ("OneSaas").

By accessing the Website or the Application, or both, you ("User") acknowledge and confirm that you have read, understood and agree to be bound by these End User Terms (including the OneSaas Website Terms and Conditions, if applicable). User acknowledges and confirms that it has had the opportunity to read the OneSaas Privacy Policy.

User acknowledges and confirms that in order to keep up to date with regulatory, technical and organisation changes, OneSaas may from time to time vary these End User Terms and the OneSaas Website Terms and Conditions by publishing updated terms on our Website or by notifying the User in any other way. Please be sure to visit our Website regularly to keep up to date with any changes.

Capitalised words used in these terms of use have the meaning given in the dictionary at the beginning of these terms and conditions.

1. Definitions and Interpretation.

1.1 Definitions.

In these End User Terms, including the recitals the following expressions shall have the following meanings unless inconsistent with the context:

- "Application" means the multi-point integration platform as a service software which is known as "OneSaas";
- "Commencement Date" means the date on which OneSaas provides the User with access to the Application;
- "User" means the person who registers to use the Website or the Application, or both, and where the context permits, includes any entity on whose behalf that person registers to use the Application, and any person or organisation that uses the Services with the authorisation of that person or entity;
- "User Access Facilities" means telecommunications, networks, systems and any other facilities used or required by or on behalf of the User for accessing and making use of the Application other than the facilities actually provided by OneSaas from time to time under these End User Terms;
- "User Data" means data to which OneSaas is provided access by the User for the purpose of the Application;
- "OneSaas Privacy Policy" means the privacy policy of OneSaas, accessible at <https://secure.onsaas.com/documents/show/PrivacyPolicy> or at such other location as notified by OneSaas from time to time;
- "OneSaas Website Terms and Conditions" means the terms and conditions of the Website, accessible at <https://secure.onsaas.com/documents/show/TermsAndConditions> or at such other location as notified by OneSaas from time to time;
- "Website" means the website located at www.onsaas.com or any other website located at a URL containing the trade mark "OneSaas".

2. Duration.

- 2.1 These End User Terms will apply for the duration of the term of the User's agreement pursuant to which it uses the Application.

3. Provision of Access.

- 3.1 Subject to this agreement, OneSaas will provide the User with access to the Application.
- 3.2 The User agrees that it may only acquire and make use of the Application for the sole purpose of meeting the internal business needs of its business
- 3.3 Other than for OneSaas' obligation to give the User access to the Application as part of the Services, if any consents (which may include, without limitation, consents for OneSaas to access use, store and disclose the User Data) are required for OneSaas to provide the Services, the User must procure those consents for OneSaas. The obligation of OneSaas to provide access to the Application is conditional on those consents

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having been procured. The User shall comply with the reasonable requests of OneSaas for confirmation of this.

- 3.4 OneSaas may configure its system and determine the nature and manner of its internal technical support in its discretion. The User agrees to comply with such access and use procedures (including as to communications and security) as OneSaas notifies the User from time to time.
- 3.5 Other than as expressly permitted by these End User Terms, the User shall not do or permit anything to be done in respect of the Application. Without limiting the preceding sentence, the User shall not:
 - 3.5.1 remove or modify any Application markings or any notice of OneSaas' rights;
 - 3.5.2 make programs or materials resulting from the Application available to any third party for use in the third party's business without the prior written consent of OneSaas and subject to any requirements of OneSaas;
 - 3.5.3 commercially exploit the Application (including by making it available to any third party) without the prior written consent of OneSaas and subject to any requirements of OneSaas; and
 - 3.5.4 distribute or transmit any part of the Application by any means without the prior written consent of OneSaas and subject to any requirements of OneSaas.
- 3.6 The User shall use reasonable efforts to prevent unauthorised third parties from accessing the Application.
- 3.7 The User agrees not to make or permit any use of the Application in a way which is unacceptable. Use is unacceptable if:
 - 3.7.1 it involves anything which is false, defamatory, harassing or obscene;
 - 3.7.2 it involves unsolicited electronic messages;
 - 3.7.3 it would involve the contravention of any person's rights (including intellectual property rights);
 - 3.7.4 it may offend any laws;
 - 3.7.5 it may otherwise be regarded by OneSaas, on reasonable grounds, to be unacceptable (OneSaas may from time to time notify the User of the circumstances which OneSaas regards as unacceptable);
 - 3.7.6 it involves any fraudulent activity;
 - 3.7.7 if it involves the sale or promotion of any illegal business activities or prohibited products or services.
- 3.8 The User agrees that OneSaas may immediately suspend all or any part of the Application, and remove or disable access to anything that contravenes those restrictions or is otherwise in breach of these End User Terms.

4. Data and Access.

- 4.1 OneSaas agrees that the User Data is the User's confidential information.
- 4.2 The User agrees that it has sole responsibility for the accuracy, quality, integrity, legal compliance, reliability, appropriateness and rights ownership in all the User Data. The User also agrees that there are limitations to the Application's ability to assist in the User's business. The User agrees that the Application does not detect faulty or aberrant input data, do not take into account all of the matters that should be considered in decision making regarding matters of relevance to the User's business and should not be used as a substitute for the User's independent and appropriately qualified decisions regarding matters of relevance to the User's business. The User warrants that it will not make or permit any access to or use of the Application unless it has in place appropriate strategies, in addition to (and not reliant on) its use of the Application to manage all risks attendance on its business.
- 4.3 The User shall be responsible for providing its own User Access Facilities.
- 4.4 The User shall ensure that all User Access Facilities meet reasonable security standards (including any reasonable security standards communicated to User by OneSaas from time to time, unless User notifies OneSaas that such compliance is infeasible) and are and will remain free from any circumstances (including viruses) which may adversely affect OneSaas or the Application and are otherwise reasonably appropriate for use in conjunction with the Application.
- 4.5 OneSaas owns all rights, including intellectual property rights, in the Application.
- 4.6 Third party facilities, including software programs, may be necessary or appropriate for access to or use with the Application. The User agrees that its right to make any use of such facilities is governed by the terms of the relevant third party licence/services agreement and not by these User terms.

5. Privacy.

- 5.1 In providing the Application, OneSaas shall comply with the OneSaas Privacy Policy. OneSaas' privacy terms are subject to change from time to time, provided that any such change will not materially reduce the level of privacy protection for the User Data during the period the Application is in use.
- 5.2 OneSaas may provide the Application from any locations, and/or through the use of contractors, worldwide.

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- 5.3 Without limiting clauses 3.3 and 7.1, the User agrees to provide any information, and to obtain any consents, relevant to its use of the Application, including those in relation to the collection, use, disclosure and storage of personal information of any individual whose personal information may be included in the User Data.
- 6. Compliance with Law.**
- 6.1 OneSaas is not liable to the User if and to the extent the User's access to or use of the Application is contrary to any obligations, including those owed under contract or any laws.
- 6.2 OneSaas may (but is not bound to) make the User Data and any other information (in any form) relevant to the User's use of the Application available to any person who provides reasonable evidence to OneSaas of their right to this, including a law enforcement officer, a person representing any professional or industry standards organisation and representatives of any person to whom the User Data pertains.
- 6.3 The User shall indemnify OneSaas against all costs, expenses, damages and liability by the User as a result of OneSaas' collection, use, disclosure or storage of User Data as directed by User as a result of its use of the Application.
- 7. Conditions of Use.**
- 7.1 The User represents to OneSaas that all material submitted by the User to OneSaas, affiliate or reseller:
- 7.1.1 complies with these End User Terms;
- 7.1.2 does not contain data that is inappropriate, inaccurate, defamatory or otherwise offensive;
- 7.1.3 does not infringe any law, regulation, standard or relevant industry code; and
- 7.1.4 does not infringe any intellectual property rights of any person.
- 8. Termination.**
- 8.1 Without limiting the generality of any other clause in these End User Terms, OneSaas may suspend User's use of the Application (for such period as OneSaas specifies) immediately by notice in writing if the User is in breach of these End User Terms and such breach is not remedied within seven (7) days of its receipt of notice from OneSaas.
- 8.2 The User agrees that on expiry or termination of the agreement entitling it to use of the Application, all of its rights in respect of the Application (including its right to access the Application) shall end.
- 8.3 The User agrees and acknowledges that OneSaas has no obligation to retain any information relating to the User (including User Data) and that all such information may be irretrievably deleted by OneSaas after one (1) month from the date User finally ceases use of the Application.
- 9. Implied Terms.**
- 9.1 Subject to clause 10.2, any condition or warranty which would otherwise be implied in these User Terms is hereby excluded.
- 9.2 Where legislation implies in these End User Terms any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying application of or exercise or liability under such condition or warranty, the condition or warranty will be deemed to be included in this agreement. However, the liability of OneSaas for any breach of such condition or warranty will be limited to permitting the reuse of the Application.
- 9.3 To the full extent permissible by law, OneSaas does not provide any guarantee in relation to the performance of the business of the User as a result of the use of the Application.
- 10. Liability of OneSaas.**
- 10.1 To the extent permitted by law, OneSaas, and any officer, agent, employee and related entity of OneSaas exclude all liability of any of them in respect of any injury, loss or damage (including loss of profits, loss of goodwill, loss of data and any special, direct or consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in any way in connection with these End User Terms (including in respect of the Application). If any liability is not able to be excluded by law, OneSaas and any officer, agent, employee and related entity of OneSaas limit their liability for all claims in aggregate, to paying an amount equal to the Charges paid by the Customer for the services giving rise to the cause of action during to the period in which the first claimed breach occurred.
- 10.2 Without limiting the following sentence, the User warrants that it has not relied on any representation made by OneSaas which has not been stated expressly in this agreement, or upon any descriptions, illustrations or specifications in any way relating to the Application including catalogues, website or publicity material produced by OneSaas. The User acknowledges that to the extent OneSaas has made any representation which is not otherwise expressly stated in this agreement, the User has been provided with an opportunity to independently verify the accuracy of that representation.
- 10.3 The User shall at all times indemnify and hold harmless OneSaas and its officers, employees, contractors and agents ("those indemnified") from and against any loss (including legal costs and expenses and liability)

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incurred or suffered by any of those indemnified arising from any claims against those indemnified where such loss or liability was caused by a breach by the User of its obligations under these End User terms or any wilful, unlawful or negligent act or omission of the User.

- 10.4 In respect of any claim between the parties under or in connection with these End User terms, User and OneSaas each agree that to the maximum extent permitted by law, these End User terms exclude the operation of any laws which would apportion any liability to the other party which would not have been so apportioned but for such laws.

11. General.

- 11.1 A notice, approval, consent or other communication in connection with these End User Terms must be in writing unless expressly specified otherwise.
- 11.2 Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received.
- 11.3 Any present or future legislation which operates to vary an obligation or right, power or remedy of a party in connection with this deed is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.