



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: December 11, 2023

To: Mark F. Miller, City Manager



From: Robert J. Bruner, Deputy City Manager
Megan E. Shubert, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Alex Bellak, IT Director
Emily Dumas, Library Director
Emily Frontera, Purchasing Manager

Subject: Bid Waiver and Budget Amendment—Library PC Management System, POS System, and Printing/Scanning/Faxing System (Introduced by: Emily Dumas, Library Director)

History

- The Troy Public Library maintains a very active computer lab that services thousands of patrons monthly. In the lab, users can reserve a PC; scan, fax, and print documents; and pay for printing via credit card.
- The current system that handles these functions is often inefficient for both patrons and staff, creating workflow issues and barriers to easily accessing the computers, printers, and payment options. The current system has been in use since 2009, and in the time since its installation, there have been new and updated PC and Print Management systems introduced to the market.
- The Troy Public Library does not currently offer credit card payments at the circulation desk; instead, patrons must pay via their library accounts at the self-checkout machines. This often creates additional steps for patrons to pay any fees as they must leave the desk and visit a kiosk, resulting in a convoluted and frustrating customer experience.
- Today's Business Solutions (TBS) offers simplified and intuitive systems that create an easier experience for patrons and staff than the current system and other available systems. After comparing to the library's current system and other systems on the market, it was recognized that TBS offers faster processing speeds for wireless and in-house patron print jobs. Prints are exceptionally clear with photo quality, a feature that sets TBS apart from competitors. Self-printing is made easier with the ability to seamlessly send print jobs from phones and other mobile devices to library printers. Patrons would also not have to select specific print queues as they do with the current system. Faxes are sent securely with TBS, unlike with the current system. Guest passes can be generated for specific areas to ensure age-appropriate access to computers, a feature not available in other systems that staff reviewed. TBS also offers a web-enabled staff portal that can be accessed from any staff computer, allowing for a much more efficient and easier experience for staff assisting patrons. Scanner response is faster and better enhanced than the current system, creating high quality images that are ideal for photo scanning. TBS offers services in 25+ languages, as well as various accessibility options, to accommodate all users. TBS also works on Windows and Mac computers, as well as the library's circulating Chromebooks. After reviewing various options, it is staff's opinion that TBS is the ideal option to best service the library's needs and is the most intuitive system available for patrons and staff.



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Purchasing

- Pricing for the rental of the equipment for the PC Management System, Point of Sale (POS) system, and Print/Scan/Fax station has been secured from *Today's Business Solutions of Willowbrook, IL* for a one-time cost of \$34,907.95, as detailed in the attached proposal, dated October 23, 2023. The equipment will be installed by TBS technicians with City IT staff onsite.
- In the best interest of the Library, and in an effort to provide a quick, easy, and efficient computer lab experience for patrons, it is being recommended to waive the bid process and to purchase all systems from Today's Business Solutions of Willowbrook, IL.

Financial

- The Library has fully paid for the equipment currently in use, and now pays a yearly maintenance fee. The maintenance fees are accounted for in the yearly budget, and TBS is quoted to be lower than the current system's fees. The annual fees for maintenance for TBS are quoted to be \$5118.
- In order to rent the equipment from Today's Business Solutions, a one-time installation and equipment cost of \$34,907.95 would be paid. This would also include the first year of maintenance.
- In order to purchase the hardware, installation, and first year maintenance of a PC Management System, Printing/Faxing/Scanning System, and POS System, a budget amendment will be required in the amount of \$35,000 from the Library Fund balance to the Library's Contractual Services Suburban Library Co-op account 271.790.814.030.

Recommendation

City Management, in the best interest of the City, is requesting a waiver of the formal bid process for the purchase of equipment, installation, and one-year maintenance of one PC Management System, 32 software licenses, one Printing/Faxing/Scanning System, one POS system, and three credit card kiosks from *Today's Business Solutions of Willowbrook, IL* for a total cost of \$34,907.95.

City Management further recommends that City Council approve a budget amendment from the Library Fund balance to the Library's Contractual Services Suburban Library Co-op account 271.790.814.030 in the amount of \$35,000.

Welcome to Nayax

Dear Valued Nayax Customer,

We want to thank you for choosing and implementing the Nayax Cashless and Remote Monitoring Solution! This solution will allow you to accept the majority of major credit cards and debit cards, mobile payments and payments using Nayax's own mobile app MONYX via your card reader. You will also have availability to a powerful and innovative back-office cloud based system to analyze, monitor and manage all levels of your operations. Our goal is to provide you with a smooth and seamless implementation.

Attached are the following documents that will need to be completed and returned back to us.

1. Nayax Service Agreement (Needs to be executed for new customers.)
2. Nayax Clearing Agreement (Needs to be executed if you are using Nayax as the merchant provider for your cashless transactions. Disregard if you will be using your own processor.)
3. Schedule 1 (Nayax will pre-fill FEES and TERMS section. Other info needs to be completed and updated when there is a change.)
4. Schedule 2 (Needs to be executed if you are using Nayax as the merchant provider for your cashless transactions. Disregard if you will be using your own processor.)
5. Include a copy of a voided check or something from the bank verifying the account and routing number and a copy of a government issued photo identification which needs to be included if we are merchant of record. (If you are a government agency you do not need to submit a government issued ID)

For new customers, once your equipment is shipped you will receive an email that provides your log in credentials to the Nayax cloud base system.

Please return these documents to your TBS representative via email at orders@tbsit360.com; phone 630-537-1370, fax 630-537-1369

We look forward to beginning our joint partnership together, which will help to grow your business.

Best Regards,

The Nayax Team

NAYAX Service Agreement

The “Customer” –

- 1. Parties and Purpose.** Nayax LLC (“NAYAX”) hereby agrees to sell to the Customer the NAYAX Unit (as defined below) and to provide to the Customer, network services (“NAYAX Service”) utilizing NAYAX unique telemetry and cellular activated communications network solely in connection with the Customer’s automated machine equipment that is equipped with a NAYAX unit or NAYAX API (such unit, a “NAYAX Unit”) enabled to connect to NAYAX’s Central Server. This Service Agreement covers the sale of the NAYAX Unit (if applicable) and the provision of the NAYAX Service. This Service Agreement shall not govern credit card clearing services which are optional and may be provided subject to Customer’s execution of a separate clearing agreement, a copy of which is attached as **Exhibit A** hereto, and for an additional fee. If the Customer has purchased the NAYAX Unit from either a reseller or other agent of NAYAX or from NAYAX directly, the terms and conditions of this Agreement will apply and govern regarding this NAYAX Unit.
- 2. The NAYAX Services.** NAYAX hereby grants the Customer, during the term of this Agreement, a non-exclusive, personal, non-transferable and non-sub licensable right and license to access and use the NAYAX Service solely in connection with and together with the NAYAX Unit. The NAYAX Service (through the NAYAX system and the NAYAXvend web management tools) provides both (a) information and management abilities, including: machine status, malfunctions and inventory management, on line transactions, alerts, pricing updates, web marketing tool and (b) detailed reports regarding sales by machine operation, by machine, information regarding total sales and break down for periods, detailed transaction report and cumulative transactions reports, including DEX counters reports (all the reports are based on machine level of software and protocol) and cash accountability.
- 3. Fees and Payments.** In consideration for the NAYAX Unit and the NAYAX Service, the Customer shall pay Nayax the fees set forth in **Schedule 1** according to the payment terms set forth therein. NAYAX may offset any such amount from the net amounts due to the Customer for any reason including but not limited to any amounts due to the Customer if NAYAX also handles clearing services for the Customer.
- 4. Due Payment** – If the Customer fails to pay NAYAX any payment by such date on which it is due, it shall pay interest on any overdue amount from the due date until payment is made in full at a rate of 6% per year compounded monthly, or if less, the greatest amount allowed by law. Unless otherwise agreed by the parties in writing, all payments under this Agreement shall be made in US Dollars. NAYAX reserves the right to offset any such amounts due to it from the Customer from any amounts due by it to the Customer, if any.
- 5. Availability of Service.** Customer acknowledges that NAYAX relies on third party providers in the delivery of its services, including, but not limited to, processing service providers wireless data network providers. Cellular radio service provided by third parties is available only when within the operating range of cellular systems, and cellular service is subject to transmissions limitations and dropped or interrupted transmissions. Cellular service may be temporarily refused, limited, interrupted, or curtailed due to government regulations or orders, atmospheric and/or topographical conditions and cellular system modifications, repairs and upgrades. In addition, the Customer acknowledges that provision of the NAYAX Services may depend on factors beyond NAYAX’s control, including but not limited to factors affecting the operation of Public Systems (i.e. telecommunication systems run by public telecommunication operators or internet service providers which may be accessed by cellular data network, ISDN, IP, analogue line or other transmission types) and Banking Systems (i.e. banking, financial institution or other similar bodies). NAYAX is and shall not be obliged to provide the NAYAX Services where such factors prevent it. Furthermore, the Customer agrees that from time to time, NAYAX, the third party provider for the network, and/or other third parties may perform routine maintenance or emergency maintenance which could cause some NAYAX Services not to function partially or entirely, during the performance of such maintenance. NAYAX shall not be liable for any such failure to function. The Customer agrees that NAYAX shall not be liable for, and to defend, indemnify and hold NAYAX, its affiliates, directors, officers, employees, agents, and assigns harmless for any losses, damages, or business interruptions sustained as a result of factors outside of NAYAX’s control and interruptions caused routine or emergency maintenance or by third party providers, including, but not limited to its wireless data network providers and processing service providers.

6. **NAYAX Unit Warranty.** NAYAX warrants that for a period of twelve (12) months from delivery (the “**Warranty Period**”), the NAYAX Unit shall be free from defects in material and workmanship. NAYAX does not warrant that the use of the NAYAX Unit will be uninterrupted or error-free. NAYAX’s sole obligation towards the Customer and Customer’s exclusive remedy for any failure of the NAYAX Unit to perform as warranted, is the correction or replacement, at NAYAX’s option, of the nonconforming NAYAX Unit; provided, that the Customer informs NAYAX in writing, within the Warranty Period of the defect, malfunction or nonconformity. The foregoing warranty shall not apply to disposal materials and to repair, damages, malfunction or failures, resulting from/ to NAYAX Unit: (i) use of the NAYAX Unit in a manner for which it was not intended; (ii) the defects or malfunctions caused by alteration or modification to the NAYAX Unit without NAYAX’s prior written approval; (iii) defects or malfunctions caused by improper service or repair of the NAYAX Unit, by anyone other than NAYAX; (iv) defects or malfunctions which do not adversely affect the ability of the NAYAX Unit to perform its usual designated function; (v) abuse or negligence by the Customer; or (vi) any other cause beyond NAYAX’s control. The warranties contained in this section 6, are exclusive, and are in lieu of all other warranties, express or implied, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, title, or arising by a course of dealing or usage of trade. This section does not limit, and is without prejudice to, the provisions of Section 7 below.
7. **Data Protection.** NAYAX complies and will comply with the PCI (Payment Card Industry) Data Security standard. NAYAX may use the data from the Customer’s NAYAX service, which does not identify the Customer or the specific location of the machine, solely for internal statistical purposes.
8. **Intellectual Property.** The Customer acknowledges that NAYAX, its affiliated parties, and/or licensors, and third party suppliers own the intellectual property rights in the services being provided hereunder and in and to the NAYAX Units, the NAYAX cashless payment platform and all hardware and software in or associated with any of the aforesaid, including but not limited to any and all trade and service marks, inventions, patents, copyrights, design rights (whether registered or unregistered), data base rights, and all other intellectual property rights subsisting anywhere in the world. The Customer shall take no action nor allow any action to be taken in contravention of any such rights.
9. **Limitation on Liability.** In no event shall NAYAX, its affiliates and agents be liable for any punitive, incidental, or consequential damages or any damages for loss of profits, business interruption, loss of information, or pecuniary loss, even if NAYAX, its affiliates or agents has been advised of the possibility of such damages. The total liability of NAYAX to the Customer in any calendar year shall not exceed (a) the payments made to NAYAX by the Customer under this Agreement in the calendar year in which such liability arose, (b) the applicable insurance policy limit, if such claim or loss is covered by insurance.
10. **Remuneration.** To the extent allowed by law, the County agrees that NAYAX shall not be liable for claims, demands, causes of action, obligations, liabilities, expenses (including reasonable attorney’s fees), damages, or suits shown to be caused by an act or omission of the Customer, its employees and/or agents, including, but not limited to, the operation and management of the NAYAX Unit and the NAYAX service.
11. **Term and Termination.** The term of this Agreement and the NAYAX Services shall be for a period of twelve (12) months from the later of the date of signature of this Agreement by NAYAX or the Customer (the “**Initial Term**”), and shall renew automatically for successive twelve (12) month periods (each a “**Renewal Term**”) unless either party provides notice of not less than thirty (30) days prior to any such Renewal Term. Notwithstanding the above, and without derogating from any other of its rights hereunder or pursuant to law, NAYAX may terminate this Agreement and the NAYAX Services at any time, without liability therefor by providing no less than 30 days written notice, and either party may terminate this Agreement and the NAYAX Services by notice in writing not less than fifteen (15) days after notice of a material breach which has not been remedied during such fifteen (15) day period. Without derogating from the above, in the event of any breach by the Customer of any of its obligations hereunder, or in the event of any requirement of relevant law, or in the event of any force majeure or other event due to which NAYAX, in its sole discretion determines the necessity of doing so, NAYAX may suspend providing the NAYAX Services hereunder for such period as may be necessary in NAYAX’s sole opinion. In the event that NAYAX has suspended the provision of the NAYAX Services for more than thirty (30) days, other than due to breach of this Agreement by the Customer or due to any other fault of the Customer, Customer may terminate this Agreement on written notice.
12. **No Warranties.** Except to the extent as may be otherwise expressly provided herein, all warranties, conditions, terms, undertakings and representations of any kind whatsoever, express or implied, whether by statute, common

law or otherwise, in respect of the services being provided hereunder, are hereby excluded by NAYAX to the fullest extent permitted by law and NAYAX shall have no other obligation, duty or liability whatsoever in contract, tort, statute or otherwise to the Customer. Without prejudice to the generality of the aforesaid, NAYAX specifically disclaims the implied warranties of merchantability, satisfactory quality and fitness for a particular purpose.

13. **Validity, Choice of Law and Venue.** Should any part of this Agreement, for any reason, be declared invalid, then only such portion shall be invalid without invalidating or affecting the remaining provisions of the Agreement.
14. **Notice.** Any notice required or permitted to be given by either party hereto pursuant to this Agreement shall be in writing and addressed to the other party at its registered office or place of business, or such other address as may have been notified by one party to the other. Without derogating from the above, NAYAX may provide notice to such person who has signed the Customer Declaration attached to this Agreement.
15. **General.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and shall supersede any and all other communications, understandings, representations and agreements. Except as otherwise expressly stated herein, nothing in this Agreement confers any rights on any third parties. The Customer may not assign, novate, transfer, charge or otherwise deal with the benefit or the burden of this Agreement. NAYAX may assign, novate, transfer, sub-contract, charge or otherwise deal this Agreement and/or any of its rights and/or obligations hereunder at any time without consent of the Customer.

SIGNATURE

PRINTED NAME

DATE

TITLE

Welcome to Nayax

Dear Valued Nayax Customer,

Congratulations on implementing the Nayax Cashless and Remote Monitoring Solution! This solution will allow you to accept the majority of major credit cards and debit cards on your card reader. Our goal is to provide you with a smooth and seamless implementation. Your funds are transferred via EFT/ACH within two weeks after we have received a completed copy of the attached Schedule 2 "Direct Deposit (ACH) Agreement Form" and a voided check.

Deposits are made every Friday for cashless sales from the previous Friday to Thursday period, net the related processing fee and monthly service fee, when applicable. A reimbursement statement reflecting these details will be emailed to you by the following Monday. If your net sales are less than \$5, the balance will be carried over to the following period.

The Nayax monthly service fees will be deducted from the second deposit of the month. The related monthly service fee invoice will be sent to you for your records, but no action will be required. All hardware sales are payable by check or credit card, kept on file, depending on which payment terms have been selected on the attached Schedule 1 "Fee Agreement Form".

Please return these documents to your TBS representative via email at orders@tbsit360.com; phone 630-537-1370, fax 630-537-1369

We look forward to beginning our joint partnership together, which will help to grow your business.

Best Regards,

Nayax Group

Finance Department

Exhibit A

NAYAX Clearing Agreement

Company: (the “Customer”)

WHEREAS, NAYAX LLC (“NAYAX”) has sold to the Customer a NAYAX remote unit (such unit, a “NAYAX Unit”) enabled to connect to NAYAX’s central server; and **WHEREAS**, concurrently with the execution of this agreement, the Customer has executed the Nayax Service Agreement (“Service Agreement”);

NOW, THEREFORE, the parties have agreed as follows:

1. **Clearing Processing Services** – NAYAX hereby agrees to provide to the Customer with certain cashless financial services utilizing the NAYAX unique telemetry cashless payment platform, solely in connection with the Customer’s vending equipment that is equipped with a NAYAX Unit enabled to connect to NAYAX’s Central Server (“Equipment”). Customer acknowledges and agrees that (a) some or all of the services provided by NAYAX hereunder may be performed by another member of the NAYAX group of companies on behalf of NAYAX, and (b) in providing processing and clearing services hereunder NAYAX is acting as agent of Heartland payment systems and reference to NAYAX performing such services hereunder shall be understood in such light.
2. **Credit Card Transaction Processing Services & Associated Fees** – the Customer hereby appoints NAYAX as sole and exclusive agent on behalf of the Customer, in connection with the processing of all card transactions (including but not limited to transactions via credit, debit and prepaid cards) in connection with the Equipment. With respect to each transaction, the Customer shall pay such processing fee (consisting of a percentage of the applicable gross and convenience fee of cashless revenue) as specified in **Schedule 1** attached hereto in addition to any applicable VAT, sales tax, use tax or similar tax (*the “Processing Fee”*). NAYAX shall be entitled to change the Processing Fee on 30 days prior written notice to the Customer, provided that upon receipt of such notice the Customer may, within such 30 days period, terminate this Agreement by written notice to NAYAX without liability therefor.
3. **Pre-Authorization** – The Customer agrees that for each cashless transaction, the relevant card will be submitted to the card processor for card validation and transaction authorization. The Customer acknowledges that the card processor may decline any such transaction and that in such case NAYAX shall not continue with the clearing of the transaction.
4. **Allocation of Risk** – The Customer agrees that with respect to any transaction that clears but is subsequently declined by the card processor for non-sufficient funds or other reasons, the risk of the associated loss of vended product, settlement funds, Processing Fee or any other fee related to such transaction shall be assumed in its entirety by the Customer. NAYAX may deduct any relevant amounts from the amount of net revenues to be tendered to the Customer on a monthly basis, or may charge the Customer separately therefor.
5. **Settlement and Payment of Processing Fee** – NAYAX shall render a weekly statement to the Customer during the term of this Agreement. Such statement shall detail the net revenues resulting from the processing of transactions from the use of the Equipment and due to the Customer. Every week, NAYAX shall pay the Customer such net revenues, less (a) the amount of any refunds, (b) the Processing Fee, (c) any chargeback from the credit card processor, (d) any amounts incurred for fraudulent transactions, (e) any relevant bank charges, (f) any amounts required to be withheld by NAYAX pursuant to law and (g) any other amounts due to NAYAX, including but not limited to any accounts receivable to NAYAX, activation fees, fees under the Service Agreement, or the processor hereunder or by law. The Customer acknowledges and agrees that the aforesaid statement may be rendered to it by the member of the NAYAX group of companies performing the services on behalf of NAYAX, and that in such case all references to NAYAX in this Section shall be deemed to refer to such entity.
6. **General** - the provisions of Sections 3-15 of the Service Agreement shall be deemed incorporated herein by reference.

Attachments:

Schedule 1 – Fee Agreement Form

Schedule 2- Direct Deposit (ACH) Agreement Form

SIGNATURE

PRINTED NAME

DATE

TITLE

Schedule 1

FEE AGREEMENT FORM

Contact Information

Please fill in all relevant information below, and let us know of any changes to your contact information in the future.

Company Name:					
Customer # (internal use):					
SHIP TO					
Contact Name:					
Address:					
City:		State:		Zip Code:	
Phone Number:		Fax Number:			
Email:					
BILL TO (if different)					
Contact Name:					
Address:					
City:		State:		Zip Code:	
Phone Number:		Fax Number:			
Email:					
**Type of Product/Service Being Sold From Your Machine:					

Fees and Terms (NAYAX TO FILL OUT ONLY)

Payment Terms (if reimbursed by Nayax)**:	<input checked="" type="checkbox"/> Offset/NET30 <input type="checkbox"/> Offset/ CC		
Reimbursement Processing Fee (if applicable):	5.95 %		
Activation Fee (per device):	\$		
1) Billing Plan:	Cashless Only-TBS	Monthly Fee (per device):	\$8.95

* Payment Term descriptions for customers not reimbursed by Nayax: Net30- all invoices (for hardware, activation fees and monthly service fees) are due within 30 days of receipt by check or EFT; CC- all invoices (for hardware, activation fees and monthly service fees) are automatically paid by credit card, kept on file, on date of invoice (credit card service fee may apply)

** Payment Term descriptions for customers reimbursed weekly by Nayax (must also complete the attached Schedule2- Direct Deposit Agreement Form and include a voided check): Offset/Net30- activation and monthly service fee invoices are automatically offset from weekly reimbursements once a month and all hardware invoices are due within 30 days of receipt by check or EFT; Offset/CC- activation and monthly service fee invoices are

automatically offset from weekly reimbursements once a month and all hardware invoices are automatically paid by credit card, kept on file, on date of invoice (credit card service fee may apply)

Customer Declaration

I HEREBY REPRESENT TO NAYAX THAT I AM AUTHORIZED AND EMPOWERED TO ENTER INTO THIS AGREEMENT ON THE COMPANY'S BEHALF AND TO RECEIVE NOTICES ON BEHALF OF THE COMPANY. I HERETO AGREE TO BE LEGALLY BOUND AND HAVE EXECUTED THIS AGREEMENT BY THE AUTHORIZED REPRESENTATIVE, THE SIGNATURE OF WHICH IS SET FORTH BELOW.

SIGNATURE

PRINTED NAME

DATE

TITLE

Schedule 2

DIRECT DEPOSIT (ACH) AGREEMENT FORM

Authorization Agreement

I (BELOW NAME AND SIGNATURE) HEREBY AUTHORIZE NAYAX AND ITS DESIGNATED FINANCIAL AGENTS TO INITIATE ELECTRONIC FUNDS TRANSFER OF PAYMENTS AS GOVERNED BY THE (NACHA) RULES. THE AUTHORIZATION OF DIRECT CREDIT (DEPOSITS) OR DEBIT (WITHDRAWALS) IS TO REMAIN IN EFFECT UNTIL NAYAX RECEIVES 10-DAY WRITTEN NOTIFICATION OF TERMINATION FROM AN OFFICIAL AGENT OF YOUR COMPANY. ANY CHANGES TO THE INFORMATION PROVIDED BELOW MUST BE SUBMITTED BY AN OFFICIAL AGENT OF YOUR COMPANY AND BE PROVIDED ON AN UPDATED AND SIGNED SCHEDULE 2 "DIRECT DEPOSIT (ACH) FORM". A VOIDED CHECK NEEDS TO ACCOMPANY THIS FORM. **PLEASE EMAIL THIS SIGNED AND COMPLETED FORM AND VOIDED CHECK OR SOMETHING FROM THE BANK VERIFYING THE ACCOUNT/ROUTING NUMBER TO: orders@tbsit360.com**

Company Information

Company Name:					
Customer # (internal use):					
Finance Contact Name:					
Address:					
City:		State:		Zip Code:	
Phone Number:		Fax Number:			
Email to send reimbursement statements (up to 5 emails):					

Bank information

Name of Financial Institution:		
Name on Account:		
Routing Number (9 digits):		
Account Number:		
Account Type:	<input type="checkbox"/> Checking <input type="checkbox"/> Saving	

BY PLACING MY SIGNATURE BELOW, I HEREBY DECLARE AND REPRESENT TO NAYAX THAT I AM AUTHORIZED AND EMPOWERED TO BIND MY COMPANY AND ACCEPT THE BINDING TERMS AND CONDITIONS ON MY BEHALF OF MY COMPANY, LISTED ABOVE.

SIGNATURE

PRINTED NAME

DATE

TITLE



Complete PC (32), Print/Mobile Printing Management, with (3) TBS Print/Copy Release Coin/Bill/Credit Card Kiosks, (1) with High Coin/Bill Recycler and (1) ScanEZ

ACKNOWLEDGE TO:		CUSTOMER CONTACT:	
Troy Public Library (248) 524-3538		Lauren R Arnsman and Avery Baptiste Digital Services Librarian and IT Help Desk Technician	
BILL TO:		SHIP TO:	
Troy Public Library 510 W Big Beaver Rd. Troy, MI 48084		Troy Public Library 510 W Big Beaver Rd. Troy, MI 48084	
Customer:		Reference No.	
Existing	New	PO No.	
	X	Sales Rep:	Mick Smith
Requested Delivery Date:		Requested Method of Shipment:	
		Standard UPS Ground	
		Non-Taxable	Exempt No.
Product No.	Qty	Description	Unit Price
PC Management (Replaces PC Res)			
MyPC Base	1	MyPC Software Licenses - Base License	\$ 1,995.00
MyPC-ADD	32	MyPC Migration Workstation License	\$ 20.00
MyPC-ASM-IMWS	1	MyPC Software Maintenance (12 Months)	\$ 700.00
TBS-ILS-CL	1	TBS ILS Connector Licenses	\$ 830.00
Print Management from PC's With PaperCut (Replaces LPT1)			
PCUT-MF	1	PaperCut MF - Library Edition	\$ 898.00
TBS Portal	1	TBS Staff Portal For Staff Print Release/PC Management and More	\$ 495.00
PCUT-UAS	1	Upgrade assurance and support (12 months)	\$ 360.00
Mobile Printing with ePRINTit (Replaces PrinterOn)			
ePRINTit	1	Mobile Printing (12 Months)	\$ 445.00
(3) TBS Self Serve Print/Copy Release Kiosks (1 High Coin Bill Recycler), Eliminates Computers and Jamex			
TBS Kiosk HCBR	1	CC and High Coin/Bill Recycler (\$20 Bill provide change in \$1 Bills/Coins)	\$ 5,575.00
TBS Kiosk CBCC	2	Coin/Bill/Credit Card for Copy/Print Release	\$ 4,290.00
Copier Cables	3	Copier Cables for Using Copy Features at Kiosks	\$ 95.00
PCUT-CCC	3	Cartadis cPad Connection (Needed for Kiosks)	\$ 75.00
PCUT-CVL	3	Cartadis cPad Value Loader Connection (Needed for Kiosks)	\$ 308.00
BSA	3	Maintenance and Support (12 Months)	Included
TBS ScanEZ Solution For Copy/Print/Fax			
SSS-3070Y	1	21" ScanEZ Scan Station w/11 x 17 Bookedge Scanner	\$ 5,290.00
AD 370	1	USB 3 High Speed Single Pass Dual Sided Scanner	\$ 615.00
SSS-FAX	1	Faxing Solution (see below for per page fax charges)	Billed Quarterly
SSS-ATS	1	Translation Service to Text and Audio	\$ 240.00
SSS-VPIX	1	Image Enhancement (Restore Images/Photos)	\$ 195.00
BSA	1	Maintenance and Support (12 Months)	Included
Sub-Total			\$ 28,047.00
On Site and Remote Professional Services for Installation and Training (Estimated 2 Days On Site)			\$ 1,850.00
Travel Expense for Installation for Hotel, Food, Travel, Etc,			TBD
Shipping			Included W/ Travel
Total Purchase Price (Does Not Include Travel Expense)			\$ 29,897.00
Notes:			
Annual Maintenance after year 1 for MyPC \$811, PaperCut is \$360, ePRINTit \$445, (3) Kiosks (\$695 Each) \$2,085 total, ScanEZ \$795, Translation Service \$240 and Image Enhancement \$60. Faxing is billed per page at \$.12 for US and Canada and \$.80 for International quarterly on actual usage. There is an additional \$8.95 monthly fee for Credit Card service per unit not included above. Each Credit Card transaction is 5.95%.			

BY EXECUTION HEREOF UNDERSIGNED CERTIFIES ORDERING OF ABOVE EQUIPMENT AND SERVICES
Customer:

TODAY'S BUSINESS SOLUTIONS

By: Mick Smith

By:

Director of Sales

Authorized Signature

Title

Date

Today's Business Solutions Inc.
7820 S Quincy St., Willowbrook, IL 60527
Phone: 630-537-1370
Fax: 630-537-1369

Terms and Conditions

- 1.Freight Prepaid
- 2.This price quote is good for 90 days from the date of this quotation
- 3.TERMS are Net 30 days from the date of shipment (not installation)
- 4.Lead-time is 6-8 weeks
- 5.Equipment remains TBS Inc. property until payment is received

Please email purchase orders to: orders@tbsit360.com
Include the TBS Quote # on your purchase order.



never stop learning

Quotation Date
October 23, 2023
Valid for 90 Days
Quote #MS102323POS

Point of Sale Solution for 1 Service Desk w/Credit Card and Online Payment

ACKNOWLEDGE TO: Troy Public Library (248) 524-3538			CUSTOMER CONTACT: Lauren R Arnsman and Avery Baptiste Digital Services Librarian and IT Help Desk Technician		
BILL TO: Troy Public Library 510 W Big Beaver Rd. Troy, MI 48084			SHIP TO: Troy Public Library 510 W Big Beaver Rd. Troy, MI 48084		
Customer:		Reference No.		Tax:	
Existing	New	PO No.	Mickey Smith	Order Subject to Applicable Sales and Use Taxes.	
	X	Sales Rep:			
Requested Delivery Date:		Requested Method of Shipment:		Non-Taxable	Exempt No.
		Standard UPS Ground			
Product No.	Qty	Description	Unit Price	Gross Amount	
POS Staff Desk Solution with Integration into ILS					
MAGNA POS LM	1	Location Manager for the Building for Central Consolidation/Audit	\$ 850.00	\$ 850.00	
MAGNA POS	1	Library Edition Software per PC (Using existing PC)	\$ 750.00	\$ 750.00	
MAGNA POS D	1	Cash Drawer (using existing Scanner and Receipt Printer)	\$ 199.00	\$ 199.00	
MX915	1	Verifone MX-915 Credit Card Terminal	\$ 42.95	Monthly Rental	
BSA-MAGNA	1	Annual Maintenance (1st 12 months Included)	\$ 339.00	\$ 339.00	
ILS Integration	1	Integration Into ILS	\$ 490.00	\$ 490.00	
OnLine Payment Gateway with ILS Integration					
TBS Online Gateway	1	Authorize.net Payment Gateway and ILS integration Self Serve	\$ 1,890.00	\$ 1,890.00	
BSA	1	Maintenance and Support Included for 12 months	Included	Included	
				Sub-Total	\$ 4,518.00
Professional Services- Remote Installation and Training				\$ 450.00	
Shipping				Included	
Total Purchase Price				\$ 4,968.00	
Notes: Annual Maintenance after the 1st year for POS System and TBS EZ Pay is \$788 annually and includes all maintenance and support. See second sheet for Credit Card Rental Information. You can also buy the credit card terminals for \$834 each and an \$18 a month fee. The solutions do not include transaction fees.					

BY EXECUTION HEREOF UNDERSIGNED CERTIFIES ORDERING OF ABOVE
EQUIPMENT AND SERVICES

Customer:

TODAY'S BUSINESS SOLUTIONS

By: Mick Smith

Director of Sales

Today's Business Solutions Inc.
7820 S Quincy St., Willowbrook, IL 60527
Phone: 630-537-1370
Fax: 630-537-1369

Please email purchase orders to: orders@tbsit360.com
Include the TBS Quote # on your purchase order.

By:

Authorized Signature

Title

Date

Terms and Conditions

1. Freight Prepaid
2. This price quote is good for 90 days from the date of this quotation
3. TERMS are Net 30 days from the date of shipment (not installation)
4. Lead-time is 6-8 weeks
5. Equipment remains TBS Inc. property until payment is received



never stop learning

Quotation Date
October 23, 2023
Valid for 90 Days
Quote #MS102323POSCC

Point of Sale Credit Card Rental Program

ACKNOWLEDGE TO:				CUSTOMER CONTACT:			
Troy Public Library (248) 524-3538				Lauren R Arnsman and Avery Baptiste Digital Services Librarian and IT Help Desk Technician			
BILL TO:				SHIP TO:			
Troy Public Library				Troy Public Library			
510 W Big Beaver Rd.				510 W Big Beaver Rd.			
Troy, MI 48084				Troy, MI 48084			
Customer:		Reference No.		Tax:			
Existing	New	PO No.	Mick Smith	Order Subject to Applicable Sales and Use Taxes.			
	X	Sales Rep:					
Requested Delivery Date:			Requested Method of Shipment:		Non-Taxable		Exempt No.
			Standard UPS Ground				
Services & Device Subscriptions				Per Unit Costs		Amount for (1)	
Point Classic Services Subscription				\$ 42.95		\$ 42.95	
Verifone MX915						Included	
Secure Commerce Application						Included	
Transaction Gateway						Included	
Data Encryption and Tokenization						Included	
Estate Management						Included	
Remote Key Loading						Included	
Warranty or Repair						Included	
NFC Payments Enablement						Included	
EMV						Included	
Software Updates						Included	
PCI/SAQ						Included	
Low Contour MX Stand						Included	
Priority Exchange						Included	
Monthly Fee for 4 Credit Card Terminals						\$ 42.95	
Notes: This monthly fee applies to each terminal. Requirements: A PC is required for each of the POS systems. Typical installation is on an existing circ desk PC. There will be a subscription fee for the credit card terminal. Your merchant processing transaction fees and flat monthly processing fees are not reflected in this quote.							

BY EXECUTION HEREOF UNDERSIGNED CERTIFIES ORDERING OF
ABOVE EQUIPMENT AND SERVICES

Customer:

TODAY'S BUSINESS SOLUTIONS

By: Mick Smith

Director of Sales

By:

Authorized Signature

Title

Date

Today's Business Solutions Inc.
7820 S Quincy St., Willowbrook, IL 60527
Phone: 630-537-1370
Fax: 630-537-1369

Please email purchase orders to: orders@tbsit360.com
Include the TBS Quote # on your purchase order.

Terms and Conditions

1. Freight Prepaid
2. This price quote is good for 90 days from the date of this quotation
3. TERMS are Net 30 days from the date of shipment (not installation)
4. Lead-time is 6-8 weeks
5. Equipment remains TBS Inc. property until payment is received

Merchant Agreement

This Merchant Agreement (including any exhibits and supplemental terms, the “**Agreement**”) constitutes a legal agreement between the applicable Verifone Contracting Party identified below or otherwise identified by Verifone (“**Verifone**”) and the customer entity identified below (“**Merchant**”, “**you**”, “**your**”, or any variation thereof) and describes the terms and conditions that apply to your purchase and use of the products and services described herein (each, a “**Product**” or “**Service**”, as applicable). Verifone and you are each referred to individually as a “**Party**” and collectively as the “**Parties**.”

Merchant may initiate orders for Products and Services described in this Agreement by submitting written purchase orders in the form attached hereto as Exhibit A or such other form accepted by Verifone (each, an “**Order Form**”). Verifone shall not be bound by any Order Form until Verifone has accepted such Order Form in writing or has shipped or otherwise delivered or activated the Product or Service ordered. If Verifone accepts an Order Form that does not follow the attached form, in no event shall any other terms and conditions set forth on such Order Form be binding on Verifone.

This Agreement is comprised of this cover page and each of the following Exhibits, each of which is incorporated by reference and constitutes a part of this Agreement:

1. Exhibit A: Order Form
2. Exhibit B: Available Products and Services and Initial Pricing Schedule
3. Exhibit C: Standard Terms and Conditions (applicable to all Products and Services)
4. Exhibit D: Supplemental Terms and Conditions for Specific Products and Services (applicable only if you purchase or use the corresponding Product or Service).

In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to be bound by the terms of this Agreement as of November 3, 2023.

VERIFONE, INC.

Troy Public Library

By: _____
Name:
Title:

By: _____
Name: Lauren Arnsman
Title: Head of Digital Services

EXHIBIT A – ORDER FORM

(TO BE FILLED OUT AND SIGNED BY MERCHANT AND SUBMITTED TO VERIFONE FOR ALL ORDERS. ALL EMPTY BOXES SHOULD BE FILLED IN AND ALL PRODUCTS AND SERVICES LISTED INDIVIDUALLY IN THE APPLICABLE TABLE ACCORDING TO THE NAMES INCLUDED IN EXHIBIT B.)

Merchant Information			
Reseller of Merchant (if applicable) (responsible for invoicing unless otherwise agreed with Verifone)		Swyer Associates, Inc.	
Company name	Troy Public Library	E-mail (contact person)	lauren.arnsman@troymi.gov
Contact person/Title	Lauren Arnsman, Head of Digital Services	Phone number(contact person)	(248) 524-3578

Business Location	
Address 1	510 W. Big Beaver Rd
Address 2 (Optional)	
City	Troy
State	MI
Zip Code	48084

Bill to Address (if different from Business Location)		Ship to Address (if different from Business Location)	
Address 1		Address 1	
Address 2 (Optional)		Address 2 (Optional)	
City		City	
State		State	
Zip Code		Zip Code	
		E-mail (contact person)	
		Phone number(contact person)	

Business and Bank Information			
Name of Bank account		Name of Financial Institution	
ABA Routing number:		Account number:	
Currency Code (Default: USD)	USD	Account Type:	Checking
Industry:			

Part number, name, indicator, or identifier	Product or Service	One-Time Fees	Recurring Monthly Fees	Quantity	Total Monthly Recurring Fees
	Flex Solution Services with M400 Rental Device Kit	N/A	\$40	1	\$40
M445-403-01-WWA-5	M400, WIFI/BT (PCI5)		Included	1	
PWR445-001-01-A	PS+FERRITE,120VAC/12VDC/1A,5.5X2.1MM/C-,USA M4XX		Included	1	
MSC445-010-00-A	CABLE ASSY, ETHERNET, ICE CUBE		Included	1	
A-VSPROTECT-LI	LICENSE,VERISHIELD PROTECT		Included	1	
999-DEP-00214	Key Injection and APP Load		Included	1	
FC_FOB_WAREHOUSE	FREIGHT - WAREHOUSE		Included	1	
999-BPP-00529	BUYER PROTECTION, ENGAGE-MULTILANE, 3 YEAR, INT SALE		Included	1	
999-PEP-00421	PRIORITY EXCHANGE, MULTILANE, VFI-OWN, 3YR		Included	1	
MET132-009-01-A	STAND, MX915/925 LOW CONTOUR		Included	1	
Total One-Time Fees					
Total Monthly Recurring Fees					\$40

By signing below, the undersigned hereby represents that he or she is an authorized representative of the Merchant named above and has the necessary power and authority to execute this Order Form and bind the Merchant to its terms. This Order Form, its acceptance or rejection by Verifone, and any subsequent transaction resulting from this Order Form are subject to the terms and conditions agreed between Merchant and Verifone in that certain Merchant Agreement dated as of 07/11/2023. Merchant acknowledges that this Order Form is not binding on Verifone until accepted by Verifone.

Name: Lauren Arnsman

Title: Head of Digital Services

Date:

EXHIBIT B – AVAILABLE PRODUCTS AND SERVICES AND INITIAL PRICING SCHEDULE

This Exhibit sets forth the Products and Services that are available for Merchant to purchase and use in the United States (the “**Covered Territory**”) by submitting an Order Form.

Merchants associated with a reseller or channel partner (collectively referred to as “**Resellers**”) are permitted to purchase the Products and Services listed in this Exhibit only if Verifone has authorized the applicable Reseller to sell such Products or Services. In such cases, the Reseller will set the fees payable by Merchant for each Product and Service other than fees related to the APM Platform, if applicable. Resellers are responsible for invoicing Merchant except (a) in the case of fees related to the APM Platform (if applicable) or (b) as otherwise agreed between the Reseller and Verifone. If the Reseller fails to pay Verifone the fees for any Products or Services subscribed to pursuant to an Order Form (regardless of whether Merchant has paid the Reseller such fees), Verifone reserves the right to withhold Merchant’s access to such Products and Services until such fees are paid in full to Verifone. Verifone is not responsible for the acts or omissions of any Reseller and disclaims all liability with respect thereto. **No fees for Products and Services that Reseller is invoicing for are included in this Pricing Schedule.**

Merchant may purchase or rent devices other than the devices set forth in this Exhibit, as well as device-related services, deployment services, peripherals and/or accessories for use with devices, as quoted by Verifone from time to time in writing (collectively, “**Other Products**”). The price for each Other Product shall be the price quoted by Verifone for each order and for the quantity of such Other Product then being ordered.

1. Verifone Flex Solution

The Verifone Flex Solution includes the following components, each of which is described in the Supplemental Terms – Verifone Flex Solution: Verifone Payment Application, Verifone Encryption Application, Gateway Services, including Payment Gateway, Data Decryption Services, and Virtual Terminal, Estate Management Services, and Support Services. Merchant may also choose to include the Verifone Hosted Token Service and the Verifone P2PE Flex Solution. If a Rental Device Kit is selected, Verifone will provide the following: the indicated payment device, Buyer Protection Plan Services (except for mobile or portable devices or devices used in a mobile or portable capacity) during the Minimum Term, Priority Exchange Service during the Minimum Term, applicable cables, power supply, deployment with key injection and application load, and outgoing ground freight to an approved location.

Flex Solution Product/Service	Per Device Monthly Fee (if invoicing by Verifone)	Minimum Term
Flex Solution Services with M400 Rental Device Kit	\$40	36 Months

2. Device Purchases

EXHIBIT C – STANDARD TERMS AND CONDITIONS

1. GENERAL.

(a) Applicability. These Standard Terms and Conditions provide general terms applicable to the Products and Services. The specific Products you are procuring and Services you are subscribing to will be as indicated on the applicable Order Form. Some of the Products and Services may be subject to supplemental terms set forth in Exhibit D. Certain Services may be subject to a minimum term, as specified in Exhibit B. Termination or other deactivation of a Service prior to the end of the minimum term will be subject to a charge equal to the fees for the remainder of such minimum term.

(b) Standard Products and Services; Modification; Discontinuation. Except as otherwise agreed by Verifone in writing, each Product and Service will be Verifone’s standard, off-the-shelf Product or Service for the relevant Covered Territory, and no special or customized versions will be provided. Notwithstanding anything to the contrary herein, Verifone may modify any Product or Service from time to time in its discretion, and Verifone may discontinue Products or Services in its discretion, provided that, in the event of discontinuation of one of the Services you have subscribed, Verifone will endeavor to provide you with as much notice of such discontinuation as is commercially practicable under the circumstances.

(c) Account Information; Set-Up. For Verifone to provide the Products and Services, you will provide Verifone with such information and assistance as Verifone may reasonably request. Verifone will only provide Products and access to the Services after your account has been approved. You further agree to inform Verifone promptly of any changes to such information to keep such information true, accurate, current, and complete at all times. Verifone will not have any liability for any breach or delay or failure to perform any obligation with respect to the Product and Services that results from erroneous or incomplete information provided to Verifone, your failure to secure your account information, or your failure to otherwise reasonably cooperate with Verifone. You agree that you are responsible for all activities that occur under your account and you will ensure that all activity conducted under your account complies with this Agreement and any other applicable agreements you have in

place with Verifone. You may be required to complete applicable online training modules to be able to properly access and use Products and Services.

(d) Accuracy of Data Submitted to Verifone. You are at all times responsible for the accuracy of any data provided by you in connection with your use of the Products and Services, including cardholder data, sensitive authentication data, and other personal information of your consumers, such as their name, address, email address, and phone number. You release Verifone from any liability that may result from your providing Verifone erroneous data in connection with your use of the Products and Services, and will indemnify, defend, and hold harmless Verifone and its affiliates and their respective officers, directors, employees, agents, and representatives from any claims resulting from you providing inaccurate or erroneous data in connection with the Products and Services, including, without limitation, any claims that Verifone's processing, storage, or transmittal of such inaccurate or erroneous data violates any applicable law, including laws pertaining to privacy and/or data protection.

(e) Covered Territory. Verifone will provide the Products and Services for use in the countries, regions, or territories identified in Exhibit B (the "**Covered Territory**"). You may only use the Products and Services (including any software included with the Products and Services) in the Covered Territory for which they are initially provided.

(f) Compliance with Law; Misuse of Products and Services. You must use the Products and Services in compliance with all applicable laws, rules, and regulations, as well as any rules imposed by any card network or payment scheme. You may not conduct, attempt to conduct, or solicit a third-party to conduct penetration testing or other vulnerability assessments of the Products or Services. You may not access or use, or attempt to access or use, the Products or Services in a manner intended to or with the effect of negatively impacting the performance of the Products or Services. Verifone may cancel your orders and disable your access to Services without notice should you violate these restrictions.

(g) Third-Party Services. Verifone may from time to time enable third-party services in connection with the Products and Services. You acknowledge that by subscribing to a third-party service, Verifone will transmit to the service provider such data as is requested by the service provider in connection with its service. You represent and warrant that you have provided all required notices and have obtained all necessary rights, permissions, and consents necessary for Verifone to lawfully transmit such data to the service provider and for you to grant any necessary permissions or authorization for such transmittal. YOU ACKNOWLEDGE AND AGREE THAT VERIFONE IS NOT THE PROVIDER OF ANY THIRD-PARTY SERVICE MADE AVAILABLE HEREUNDER AND VERIFONE'S ABILITY TO SUPPORT A THIRD-PARTY SERVICE IS SUBJECT TO SUPPORT BEING PROVIDED BY THE THIRD-PARTY SERVICE PROVIDER. VERIFONE DOES NOT MAKE ANY REPRESENTATIONS WITH RESPECT TO, DOES NOT ENDORSE OR GUARANTEE, AND DOES NOT ACCEPT, AND EXPRESSLY DISCLAIMS, ANY RESPONSIBILITY OR LIABILITY FOR ANY THIRD-PARTY SERVICE AND THE ACTS OR OMISSIONS OF ANY THIRD-PARTY SERVICE PROVIDER, INCLUDING WITH RESPECT TO THE COLLECTION, HANDLING, AND PROCESSING OF DATA TRANSMITTED TO SUCH PROVIDER HEREUNDER.

(h) Feedback. In the event that you provide suggestions, comments or other feedback ("**Feedback**") to Verifone with respect to the Products or Services, (i) all Feedback shall be deemed to be given voluntarily; (ii) Verifone shall be free to use, disclose, reproduce, distribute and otherwise commercialize all Feedback provided to it without obligation or restriction of any kind on account of intellectual property rights or otherwise; and (iii) you waive all rights to be compensated or seek compensation for such Feedback.

2. TERMS APPLICABLE TO VERIFONE GATEWAY SERVICES.

(a) Supported Acquirers. Verifone will provide you with information regarding Merchant Acquirers that are supported by Verifone for use with the respective Services in the applicable Covered Territory (each, a "**Supported Acquirer**"). The list of Supported Acquirers will change from time to time. "**Merchant Acquirer**" means, for any applicable Covered Territory, an acquiring bank or financial institution authorized by one or more payment scheme owners to enable the use of a payment method by accepting transactions from merchants on behalf of the scheme owners, routing the transaction to the applicable scheme owner (or issuing bank, as applicable) and collecting and settling the resulting funds to the applicable merchant.

(b) Designated Acquirers. You will notify Verifone of the Supported Acquirer(s) you desire to establish and maintain a merchant account with for use with the Services (each, a "**Designated Acquirer**"). You acknowledge and agree that a Designated Acquirer may decline to become or remain a Supported Acquirer and therefore Verifone cannot guarantee that the Services will be usable with such Designated Acquirer. Verifone will notify you as soon as is commercially practicable should it become aware that a Designated Acquirer will no longer be a Supported Acquirer.

(c) Acceptance by Designated Acquirer. Your use of particular Products and Services may be subject to the approval and/or on-going authorization of your Designated Acquirer. You are responsible for entering into an agreement with your Designated Acquirer and obtaining any necessary approvals and/or authorizations. Verifone will cooperate with you to validate that your use of the Products and Services meets the Designated Acquirer's generic certification requirements.

(d) Payment Schemes; Compliance with Scheme Rules. Verifone will provide you information regarding the payment schemes that are supported for use with the Services (collectively, the "**Schemes**"). The specific Schemes supported for use with the Services are subject to change from time to time and will vary by region. Verifone may stop supporting a particular Scheme in its reasonable discretion, including for such reasons as (i) material changes in the terms imposed by the Scheme, (ii) malperformance by the relevant Scheme, (iii) material increases in the costs or risks of Verifone supporting the Scheme, and (iv) cessation is necessary for Verifone to comply with applicable law, rules, and regulations. Verifone will use commercially reasonable efforts to provide at least one month notice of any cessation of support for a Scheme; you acknowledge that the circumstances resulting in cessation of support may prevent Verifone from providing such notice. Your acceptance of transactions via a Scheme is subject to the by-laws, rules, operating regulations, waivers, and guidelines issued or promulgated by the applicable Scheme, as amended or supplemented from time to time by the applicable Scheme.

(e) Transaction Disputes. You are responsible for resolving any disputes between you and your customers involving or relating to the authorization of transactions processed via the Services and your products or services.

3. TERMS APPLICABLE TO DEVICES AND DEVICE-BASED SERVICES.

(a) Procuring Devices. Verifone offers payment devices ("**Devices**") either for purchase or on a rental basis. You may submit Order Forms for specified number of devices for use with the Services subscribed to hereunder. You should confirm with Verifone which Device models are supported for any specific Services to which you are subscribing.

(b) Device-Based Services. With respect to any Services that are provided for use on or with a Device, Verifone currently supports such Services on specific Verifone Device models, which Verifone designates from time to time in its discretion. You may only use the Services with supported Device models. Verifone reserves the right to cease supporting a Device model at any time. Once Verifone no longer supports a Device model, you may no longer activate such Devices on applicable Services and your continued use of the unsupported Device model will be at your own risk. Verifone will use commercially reasonable efforts to make available alternative supported Device models for use with the applicable Service for such time as Verifone continues offering such Service.

(c) Service Terms. With respect to Services that are quoted on a per-Device basis, Verifone will provide the Service for each such Device commencing the earlier of (i) Verifone's shipment of such Device and (ii) activation of the Device for use with the applicable Service, and ending upon the earlier of (A) the date that Verifone has completed the deactivation process for such Device pursuant to a Device deactivation request made by Merchant in accordance with Verifone's standard deactivation procedures, or (B) the termination of this Agreement or the applicable supplemental terms for such Service (the "**Service Term**"). Upon termination of the Service Term for such Device, you must cease using the applicable Services with such Device. You may request that Verifone reactivate Services on a Device; if reactivated by Verifone, the Service Term will recommence upon such reactivation and continue until terminated as set forth above. Notwithstanding anything to the contrary herein, if you continue to use any Services after termination of the Service Term, then without limiting any other remedies hereunder or available to it at law or in equity, you will be responsible for all fees associated with such Services for such use. Termination of a Service Term or other deactivation of any Product or Service prior to the end of any minimum Service Term shall be subject to a charge equal to all fees owed for the remainder of the minimum Service Term, which charge shall be due and payable in full thirty days from the date on which Verifone issues an invoice for such charge.

4. TERMINATION.

(a) Termination by Verifone. Verifone may elect to terminate this Agreement and the provisioning of Products and Services hereunder (in whole or in part) (i) upon thirty days' written notice at any time following any minimum term set forth in Exhibit B, (ii) upon thirty days' written notice in the event of a breach of this Agreement by you, which breach is not cured within such notice period, (iii) immediately upon written notice in the event of any termination of your business or in the event you are the subject of a dissolution, reorganization, insolvency, or bankruptcy action, or (iv) a circumstance exists that requires the termination of this Agreement to comply with applicable legal or regulatory requirements, in which case such termination may

be effected immediately or within such period of time as the requirements permit, in each case, as determined by Verifone. Other termination rights may be provided elsewhere in this Agreement (including any supplement terms).

(b) Effect of Termination. Upon termination of this Agreement, (i) you will no longer have the right to place orders for any Products or Services, (ii) any revocable licenses granted hereunder shall be deemed revoked, (iii) all Service Terms shall terminate.

(c) Termination by Merchant. You may elect to terminate this Agreement (i) upon thirty days' written notice at any time following any minimum term set forth in Exhibit B, (ii) upon thirty days' written notice in the event of a breach of this Agreement by Verifone, which breach is not cured within such notice period, or (iii) immediately upon written notice in the event of any termination of Verifone's business or in the event Verifone is the subject of a dissolution, reorganization, insolvency, or bankruptcy action.

(d) Survival. All provisions of this Agreement that give rise to a Party's ongoing obligations will survive termination of this Agreement, including Section 1(f) (Compliance with Law; Misuse of Products and Services), Section 1(h) (Feedback), Section 2(d) (Payment Schemes; Compliance with Scheme Rules), this Section 4(c) (Survival), Section 5 (Fees; Payment) (until all fees are paid), Section 6(d) (Restrictions), Section 6(e) (Ownership), Section 8 (Representations, Warranties, and Covenants), Section 9 (Warranties), Section 10 (Limitations of Liability), Section 11 (Compliance), Section 12 (Confidentiality), Section 13 (Governing Law; Dispute Resolution) and Section 14 (Miscellaneous).

5. FEES; PAYMENT.

(a) Fees; Taxes. You agree to pay Verifone the fees for the Products and Services as set forth in Exhibit B. If no payment terms are specified in Exhibit B, payment shall be due as of the invoice date. If Verifone is invoicing you, Verifone shall be entitled to invoice you for the Products and any Device-related services (e.g., deployment, extended warranties) at the time of each shipment of Products to you, and Verifone shall be entitled to invoice you for software and all other Services in accordance with its standard invoice processes. If Verifone has granted you payment terms, Verifone, in its sole discretion, reserves the right to specify, and to change from time to time, your credit line and payment terms. All payments are to be made in United States dollars, unless otherwise agreed by Verifone. Verifone reserves the right to change the fees applicable to Products and Services from time to time, except that any such changes shall not apply to fees for Services already subscribed by you for a minimum term until after the expiration of such applicable minimum term. All fees are exclusive of applicable taxes, duties, contributions, charges, and tariffs, including, without limitation, sales tax (collectively, "**Taxes**"), unless such Taxes are expressly identified by Verifone in writing as included in the applicable fee.

(b) ACH Authorization. For all amounts due hereunder that are invoiced by Verifone and for which no payment terms have been granted, you authorize Verifone to: (i) debit directly from your designated bank account (the "**Account**") the full amount (or portion thereof) of any such amounts when and as the same shall become due and payable, (ii) debit directly from the Account a \$25.00 per incident fee in the event that Verifone is unable to debit the account due to an invalid account number, incorrect account information, insufficient funds, because the Account or the Verifone account is blocked by your financial institution, or otherwise due to your fault (for clarity such fee shall be charged for each such debit failure), and (iii) if necessary, initiate credit entries to the Account to reverse all or a portion of a debit. Verifone reserves the right to verify your information provided herein and the availability of funds using a third-party service provider. If you believe that any payment transaction initiated by Verifone (or its agent) with respect to the Account is erroneous, or if you need more information about any such transaction, you should promptly contact Verifone customer service at 1-800-Verifone. Verifone must be notified by you no later than 90 days after the date the questionable transaction first appeared on the Account to receive a credit. Verifone will attempt to determine whether an error occurred within 10 business days after Verifone receives notice from you and Verifone shall use commercially reasonable efforts to promptly correct any error. Any termination of this provision or revocation of authorization to the Account shall not relieve you of your payment obligations hereunder. Verifone's obligations hereunder are subject to its receipt of all required ACH information from you. Prior to submitting any Order Form, you should confirm with your financial institution that Verifone's ACH Company ID number (4990206064) is not blocked.

(c) Failure to Pay. If you fail to pay any fees when due hereunder: (i) Verifone shall be entitled to charge interest on the overdue payment from the date due until paid at the rate of 18.0% per annum, or the maximum rate permissible by law, whichever is less, and to invoice you for and/or debit from your Account (as applicable) such amounts in accordance with this Agreement; (ii) Verifone shall be entitled to withhold and/or disable your access to the Products and Services until all such amounts are paid and Verifone has confirmed the accuracy and completeness of your payment details; and (iii) Verifone reserves the right to pursue any and all legal remedies to collect the amounts owed by you, including any attorneys' fees. Verifone shall

be entitled to invoice you for and/or debit your Account (as applicable) any actual additional expenses incurred by Verifone in collection efforts, including any attorneys' fees.

6. LICENSES; RESTRICTIONS.

(a) License to Products and Provision of Services. Any licenses with respect to a Product (including any software Product) are limited solely to such licenses as are expressly set forth in the applicable supplemental terms for such Product. Subject to the terms and conditions of this Agreement and your payment of the applicable fees, Verifone will provide the Services subscribed on an Order Form.

(b) License to Device Software. Verifone may install and include on Devices certain terminal operating systems, firmware, encryption applications, application programming interfaces, libraries, or other software components (collectively, "**Device Software**"). Unless such Device Software is licensed to you pursuant to separate Supplemental Terms, Verifone grants you a limited, non-exclusive, non-sublicensable, non-transferable license to use such Device Software (in object code form only) and any applicable documentation, on the Device on which it was installed by Verifone. Device Software licenses cannot be transferred from one Device to another Device; the license granted herein is Device-specific (tied to the specific Device serial number).

(c) Limited Device Software Warranty. Verifone warrants that, for a period of sixty days from the date Verifone first delivers Device Software to you (the "**Device Software Warranty Period**"), such Device Software will substantially conform to the documentation specified by Verifone for such Device Software. During the Device Software Warranty Period, Verifone will use commercially reasonable efforts to correct any non-conformities. Any correction of a non-conformity will not extend the underlying Device Software Warranty Period. Your sole and exclusive remedy under this warranty will be limited to correction of the nonconformity, and Verifone shall not be obligated to refund the license price nor pay for any labor or other costs associated with the removal of defective software components or the reinstallation of software components. No warranty coverage will be provided for Device Software if (i) you fail to notify Verifone of the nonconformity within seven days after such nonconformity has become apparent or (ii) the Device Software has been modified by any person not authorized by Verifone, damaged or misused by you, or was improperly installed by you or your designees. You must cooperate fully with Verifone in carrying out diagnostic and test routines as Verifone may require.

(d) Restrictions. You shall have no right to market, distribute, sell, assign, pledge, sublicense, lease, deliver or otherwise transfer the Products or Services, or any component thereof (including, without limitation, any software made available as part of the Products or Services), to any third party. You shall not reverse engineer, decompile, disassemble, translate, modify, alter, or create any derivative works based upon the software, or determine or attempt to determine any source code, algorithms, methods, or techniques embodied in any software licensed hereunder. You shall not remove or alter any Verifone trademarks, trade names, logos, patent or copyright notices, or other notices or markings, or add any other notices or markings to the Products or Services.

(e) Ownership. You acknowledge that the Products and Services (including any related documentation) and any intellectual property rights relating to or residing therein (including any patents, copyrights, trade secrets, trademarks, trade names or mask work rights), including the proprietary electronics, software, and technical information of Verifone therein (the "**Proprietary Materials**"), are proprietary products of Verifone and that ownership of such shall remain with and inure to Verifone. Except for the license rights expressly granted pursuant to any applicable supplemental terms, you shall have no right, title, or interest therein. Verifone reserves all rights in the Proprietary Materials and any other Verifone intellectual property not expressly granted herein.

(f) Government End Users. All software and Services were developed entirely at private expense and are commercial computer software provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in this Agreement pursuant to DFARS 227.7202-3(a) or as set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19, as applicable.

7. VERIFONE CLOUD SERVICES; DATA SECURITY AND PRIVACY; MERCHANT IT ENVIRONMENT.

(a) Verifone's IT Environment. Certain Services are provided by Verifone as cloud services involving the storage, processing, or transmittal of data through Verifone's IT Environment (a "**Verifone Cloud Service**"). "**Verifone's IT Environment**" means the

information technology network and related hardware and software environment directly controlled and maintained by Verifone to store, process, and/or transmit data electronically in the course of Verifone's provisioning of the applicable Service, and expressly excludes devices located in a customer's physical and/or information technology environment and any software running on such devices. Verifone's IT Environment does not include processor, Internet, network, or POS systems (including non-Verifone circuits, VPNs, or data transmission architecture, wherever located), or other systems outside of Verifone's control. You acknowledge and hereby consent to Verifone's cross-border data transfers in connection with the performance of its obligations under this Agreement.

(b) Maintenance. Verifone conducts routine maintenance to the Verifone Cloud Services. Maintenance is generally scheduled during time periods when overall end user online activity is more limited. Verifone reserves the right to shut down the Verifone Cloud Services with no notice should emergency maintenance become necessary. Verifone reserves the right to remove any user from a Verifone Cloud Service should Verifone determine, in its sole discretion, that a particular Verifone Cloud Service has been compromised or in any way used inappropriately. In extreme cases, where a user has compromised the security of a Verifone Cloud Service or otherwise acted in a malicious or damaging manner, removal may occur immediately without prior notification.

(c) PCI DSS Warranty. Certain Services (or components of a Service) involve the processing, storage, or transmittal of cardholder data (as defined by the Payment Card Industry Security Standard Council ("PCI SSC"), which requires that such component be deemed compliant with Payment Card Industry Data Security Standards ("PCI DSS"). With respect to those Services (or components) that are in-scope for PCI DSS, Verifone warrants that such component of the Services has been deemed compliant with PCI DSS by a PCI Qualified Security Assessor (a "PCI QSA"). In the event that PCI DSS requirements applicable to a Service change, Verifone will use commercially reasonable efforts to meet all new applicable PCI DSS requirements.

(d) Security Measures. Verifone will implement and maintain no less than commercially reasonable administrative, physical, and technical safeguards for Verifone's IT Environment to prevent and detect unauthorized access, destruction, use, modification, or disclosure of any customer data provided by you in connection with the Services. These safeguards will include, without limitation: (i) adequate physical security of all premises; (ii) reasonable precautions with respect to the employment of and access given to Verifone personnel; (iii) an appropriate network security program with reasonable access and data integrity controls, testing and auditing of all controls, and appropriate corrective action and incident response plans; and (iv) industry standard practices for virus and malware protection. However, no security system is impenetrable and Verifone cannot guarantee that unauthorized parties will never be able to defeat its security measures or misuse any data in its possession. You provide data to Verifone with the understanding that any security measures Verifone provides may not be appropriate or adequate for your business.

(e) Merchant IT Environment. You are responsible for separately procuring all information technology infrastructure necessary to access and use the Products and Services, including but not limited to the infrastructure necessary to host and operate your websites, mobile applications, order entry systems, and other of your internal business environments (collectively, the "**Merchant IT Environment**"). Furthermore, you are responsible for the security and integrity of the Merchant IT Environment, including (i) obtaining necessary PCI DSS certifications, (ii) on-going compliance with applicable PCI DSS rules, including as reflected in the Visa Cardholder Information Security Program ("**CISP**"), the MasterCard Site Data Protection Program ("**SDP**"), American Express Data Security Operating Policy ("**DSOP**") and Discover Network's Information and Security Compliance ("**DISC**"), and (iii) maintaining the security of all data, including cardholder data and other personal data of your customers while processed, stored, or transmitted via the Merchant IT Environment or while otherwise in your possession or control. Verifone shall have no obligation to ensure that the Products or Services operate in conjunction with the Merchant IT Environment, including without limitation its specific equipment, software, services, or other products or systems, and you shall be responsible for all costs you incur in connection with any modifications you elect to make to your own equipment, software, services or other products or systems.

(f) Collection of Technical Data. You acknowledge and agree that Verifone may collect and use technical and usage data and related information in connection with your use of the Products and Services, including information about payment transactions, which data is gathered by Verifone for data analytics and optimization, to facilitate the provision of Products and Services, to provide updates, support and other services related to the relevant Products and Services, to improve Verifone's Products and Services, and for other lawful purposes. This Section shall survive any expiration or termination of this Agreement.

(g) Store and Forward. Certain Products and Services offer functionality that enables transaction data to be stored in a Device in the event the Device's connection to the processor host is lost, and to forward the transaction data upon reconnection

with the host (commonly known as “Store and Forward” or “SAF” functionality). You may, in your discretion, enable SAF functionality and set available parameters for number and value of transactions that may be stored. In the event that SAF transaction data stored in a Device is not forwarded to the host for processing as desired, you may request that Verifone attempt to recover the SAF transactions. Upon such a request, Verifone may, in its discretion, use commercially reasonable efforts to recover any SAF transaction data stored in a Device, provided that Verifone does not represent or warrant that recovery (in whole or in part) is possible or will be successful. Any SAF recovery efforts by Verifone will be chargeable on a time and material basis or at such other prices as may be quoted by Verifone from time to time. Verifone disclaims, and you release Verifone from, any liability resulting from your election to enable SAF functionality or Verifone’s SAF recovery efforts.

8. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

You represent, warrant, and covenant as follows:

(a) Due Organization. You are an independent entity duly organized, validly existing, and in good standing under the laws of your jurisdiction of organization and are properly registered to do business in all jurisdictions in which you carry on business. If you are procuring Products or Services as a sole proprietor, please keep in mind that the law and this Agreement consider you and your business to be legally one and the same. You are personally responsible and liable for your obligations with respect to the Products and Services, payment of fees and any other amounts you owe under this Agreement, and for all other obligations to Verifone and to your customers. You risk personal financial loss if you fail to pay any amounts owed.

(b) Approvals. You have all licenses, regulatory approvals, permits, and powers legally required to conduct your business in each jurisdiction in which you conduct business.

(c) Authority. You have the authority to execute and perform the obligations required by this Agreement, including all power, authority, and legal right to execute, deliver, and to carry out the transactions and obligations contemplated hereby.

(d) No Agency. You are entering into this Agreement in your own capacity for your own account and are not acting as a nominee or agent of any other third party.

(e) Validity. This Agreement has been duly executed and delivered by you and constitutes a valid and binding obligation, enforceable in accordance with its terms. Except as otherwise stated in this Agreement, you are not legally or contractually required to obtain any approval or consent from any person or government department or agency as a condition to executing this Agreement or performing your obligations hereunder.

(f) No Conflicts. Neither (i) the execution and delivery of this Agreement, nor (ii) the consummation of this Agreement, will (A) conflict with your certificate of incorporation or by-laws or any other organizational document, (B) breach any obligations under any contract to which you are a party, or (C) violate applicable law.

(g) Litigation. There is no litigation, proceeding, or investigation of any nature pending or, to your knowledge, threatened against you or affecting you or any of your affiliates, which would reasonably be expected to have a material adverse effect on your ability to perform your obligations under this Agreement.

(h) Accuracy; Changes. You are responsible for ensuring that all the information disclosed to Verifone in connection with this Agreement is true, accurate, and complete. You will promptly inform Verifone of any action or event of which you become aware that has the effect of making inaccurate any of the representations or warranties set forth in this Agreement.

9. WARRANTIES. ANY WARRANTIES WITH RESPECT TO DEVICES ARE SET FORTH IN THE SUPPLEMENTAL TERMS. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED HEREIN AND IN THE SUPPLEMENTAL TERMS, ALL PRODUCTS AND SERVICES ARE PROVIDED “AS IS.” VERIFONE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. VERIFONE DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES, OR ANY COMPONENT THEREOF, WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCTS OR SERVICES, OR ANY COMPONENT THEREOF, WILL BE UNINTERRUPTED OR ENTIRELY ERROR FREE. YOU ACKNOWLEDGE THAT UNDER NO CIRCUMSTANCES DOES VERIFONE REPRESENT OR WARRANT THAT ALL ERRORS IN ANY SOFTWARE CAN BE REMEDIED. VERIFONE MAY, FROM TIME TO TIME, PROVIDE ITS ROADMAP OR PROJECTED IMPLEMENTATIONS FOR THE PRODUCTS OR SERVICES; SUCH INFORMATION IS NOT BINDING ON VERIFONE AND YOU SHOULD NOT RELY ON SUCH INFORMATION. NO ADVICE OR INFORMATION OBTAINED BY YOU

FROM VERIFONE OR FROM ANY OTHER PARTY ABOUT THE PRODUCTS OR SERVICES SHALL CREATE ANY WARRANTY. NOTHING IN THIS AGREEMENT OPERATES TO EXCLUDE, RESTRICT, OR MODIFY THE APPLICATION OF ANY IMPLIED CONDITION, WARRANTY, OR GUARANTEE, OR THE EXERCISE OF ANY RIGHT OR REMEDY, OR THE IMPOSITION OF ANY LIABILITY UNDER LAW WHERE TO DO SO WOULD CONTRAVENE THAT LAW OR CAUSE ANY TERM OF THIS AGREEMENT TO BE VOID.

10. LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT TO THE EXTENT PROHIBITED BY LAW: (A) VERIFONE SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY FOR (I) ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR (II) LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS, REVENUE, GOODWILL OR SAVINGS, DOWNTIME, OR DAMAGE TO, LOSS OF OR REPLACEMENT OF DATA OR TRANSACTIONS, CHARGE-BACKS, EQUIPMENT PURCHASED OR ACQUIRED BY YOU OR YOUR SUBCONTRACTORS OR AGENTS TO EFFECTUATE THIS AGREEMENT, OR COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LOSSES ARE DIRECT LOSSES OR INDIRECT LOSSES, IN EACH CASE (I) AND (II) RELATING IN ANY MANNER TO THIS AGREEMENT OR ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER AND WHETHER ARISING FROM CLAIMS BASED IN WARRANTY, CONTRACT, TORT, OR OTHERWISE, EVEN IF VERIFONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGE; (B) IN ANY CASE, VERIFONE'S ENTIRE LIABILITY RELATING IN ANY MANNER TO THIS AGREEMENT AND ANY PRODUCTS AND SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE FORM OR NATURE OF THE CLAIM, SHALL BE LIMITED TO YOUR DIRECT AND DOCUMENTED DAMAGES, AND WHICH LIABILITY WILL BE LIMITED IN THE AGGREGATE TO THE FEES ACTUALLY PAID BY YOU FOR THE PRODUCTS AND SERVICES DURING THE SIX MONTHS PRIOR TO THE CLAIM ARISING (WHICH SHALL NOT INCLUDE ANY FEES PAID BY YOU WITH RESPECT TO ANY THIRD-PARTY SERVICES); AND (C) VERIFONE SHALL NOT BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO THIS AGREEMENT OR THE PRODUCTS AND SERVICES PROVIDED HEREUNDER. THE LIMITATIONS ON VERIFONE'S LIABILITY SET FORTH IN CLAUSES "(B)" AND "(C)" OF THIS SECTION SHALL NOT APPLY TO LIABILITY FOR DEATH, PERSONAL INJURY OF A PHYSICAL NATURE OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY VERIFONE'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE DISCLAIMERS CONTAINED IN SECTION 9 ABOVE AND THE LIMITATIONS SET FORTH IN THIS SECTION ARE A FUNDAMENTAL PART OF THE BASIS OF VERIFONE'S BARGAIN HEREUNDER, AND VERIFONE WOULD NOT PROVIDE THE PRODUCTS AND SERVICES TO YOU ABSENT SUCH LIMITATIONS.

11. COMPLIANCE. You are responsible for complying with all applicable laws, rules, and regulations in connection with this Agreement, the operation of your business, and your use of the Products and Services, including export control laws, the Fair and Accurate Credit Transactions Act (FACTA) (including responsibility for any information printed on receipts), the Americans with Disabilities Act, and all applicable anti-corruption and anti-bribery laws, rules, and regulations. You acknowledge that Verifone does not assume responsibility for your compliance with laws applicable to your operation of your business or your business environment. You agree that if Verifone reasonably believes that you are in breach of this Section, that alone shall be sufficient grounds for further action by Verifone, including, without limitation, cancellation of any provision of Products or Services or denial of future business, without any liability or obligation to you. In addition, you hereby agree to indemnify Verifone and its affiliates, directors, officers and employees for all costs, expenses, damages, claims, charges, penalties, fines, and other losses that arise in connection with any breach by you or your subsidiaries, owners, officers, directors, employees, partners, subcontractors, agents or representatives, of this Section.

12. CONFIDENTIALITY.

(a) Confidential Information. "**Confidential Information**" means any and all confidential or proprietary information disclosed by one Party to the other Party, to the extent related to this Agreement, the Products and Services made available hereunder, or other products, services or information offered or made available by Verifone from time to time, whether such information is in oral, written, graphic or electronic form; provided that (i) if such information is in writing or other tangible form, it is clearly marked as "proprietary" or "confidential" when disclosed to the receiving Party, (ii) if such information is not in tangible form, it is identified as "proprietary" or "confidential" when disclosed, or (iii) such information should be reasonably understood by the receiving Party to be confidential or proprietary. Notwithstanding the foregoing, Confidential Information shall not include information which: (i) the disclosing Party expressly agrees in writing is free of any nondisclosure obligations; (ii) at the time of disclosure to the receiving Party was known to the receiving Party (as evidenced by documentation in the receiving Party's possession) free of any nondisclosure obligations; (iii) is independently developed by the receiving Party (as evidenced by documentation in the receiving Party's possession); (iv) is lawfully received by the receiving Party, free of any nondisclosure obligations, from a third party having the right to so furnish such information; or (v) is or becomes generally available to the public without any breach of this Agreement or unauthorized disclosure by the receiving Party. Notwithstanding anything to the contrary herein, any pricing or other terms contained in Exhibit B or an Order Form shall be deemed to be the Confidential Information of Verifone.

(b) Nondisclosure and Nonuse. Each Party receiving Confidential Information shall (i) disclose such Confidential Information to only those directors, officers, employees, subcontractors, and agents of such Party (A) whose duties justify their need to know such information and (B) who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information; and (ii) use such Confidential Information only for the purposes set forth in this Agreement. Each Party receiving Confidential Information shall treat such information as strictly confidential and shall use the same degree of care to prevent disclosure of such information as such Party uses with respect to its own confidential and proprietary information, which shall not be less than the care a reasonable person would use under similar circumstances. Notwithstanding the foregoing, each Party may disclose Confidential Information to the extent necessary pursuant to applicable federal, state, or local law, regulation, court order, or other legal process, provided the receiving Party has given the disclosing Party prior written notice of such required disclosure and, to the extent reasonably possible, has given the disclosing Party an opportunity to contest such required disclosure at the disclosing Party's expense. Additionally, either Party may retain archival and backup copies of the other Party's Confidential information as may be required by applicable law, pursuant to the receiving Party's document retention policies, or where removal of such Confidential Information is unduly burdensome.

(c) Confidentiality Period. Each Party's obligations under this Section shall continue (i) with respect to Confidential Information that meets the definition of a trade secret under applicable law, until such time as such Confidential Information is no longer a trade secret (other than as a result of a breach of this Agreement), and (ii) with respect to all other Confidential Information, until five years after expiration or termination of this Agreement.

(d) Termination of the Agreement. Upon termination or expiration of this Agreement, each Party shall (i) promptly return all Confidential Information received from the disclosing Party, including all copies thereof and materials derived therefrom, or (ii) at its election, destroy the Confidential Information and, if requested by the disclosing Party, certify in writing that it has complied with the provisions of this clause (ii). Notwithstanding anything to the contrary herein, the receiving Party may retain such Confidential Information or copies thereof (subject to the confidentiality obligations set forth in this Section) to the extent necessary to comply with applicable law and neither Party is required to alter its information systems data retention or backup policies or procedures to comply with this Section.

13. GOVERNING LAW; DISPUTE RESOLUTION.

(i) Governing Law. This Agreement and the rights of the Parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of New York, exclusive of conflict or choice-of-law rules that may result in the application of the substantive law of any other jurisdictions, and the Parties hereby consent to the personal and exclusive jurisdiction and venue of the state and federal courts in New York City. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES, WHETHER IT RESULTS IN PROCEEDINGS IN ANY COURT IN ANY JURISDICTION OR IN ARBITRATION, THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY, AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE OR ARBITRATOR WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. To the extent applicable, in the event of any lawsuit between the Parties arising out of or related to this Agreement, the Parties agree to prepare and to timely file in the applicable court a mutual consent to waive any statutory or other requirements for a trial by jury. The rights and obligations of the Parties under this Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

(ii) Arbitration. Notwithstanding anything herein to the contrary, except with respect to enforcing claims for injunctive or equitable relief, any dispute, claim, or controversy arising out of or relating in any way to this Agreement or the interpretation, application, enforcement, breach, termination, or validity thereof (including any claim of inducement of this Agreement by fraud and including determination of the scope or applicability of this agreement to arbitrate) or its subject matter (collectively, "**Disputes**") shall be determined by binding arbitration before one arbitrator. YOU MAY NOT PURSUE ANY CLAIM AGAINST VERIFONE AS A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION. CLAIMS REGARDING ANY DISPUTE AND REMEDIES SOUGHT AS PART OF A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION MUST BE BROUGHT ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS. The arbitration shall be administered by JAMS conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement, including Rules 16.1 and 16.2 of those Rules. The arbitration shall be held in New York, New York, USA and it shall be conducted in the English language. The Parties shall maintain the confidential nature of the arbitration proceeding and any award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The arbitrator shall have authority to award

compensatory damages only and is not empowered to award any punitive, exemplary, or multiple damages, and the Parties waive any right to recover any such damages. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding anything to the contrary in this Agreement, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). Each Party shall be responsible for its respective fees, including attorney's and expert's fees, in pursuing or defending a claim hereunder. Judgment on any award in arbitration may be entered in any court having jurisdiction. Notwithstanding the above, each Party shall have recourse to any court of competent jurisdiction to enforce claims for injunctive and other equitable relief. Nothing herein shall preclude either Party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

14. MISCELLANEOUS.

(a) Entire Agreement; Severability. This Agreement constitutes the entire agreement between Verifone and you and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, relating to the subject matter hereof. In the event of any conflict between this Agreement and those set forth on any Order Form or other ordering document submitted by you to Verifone that is not in the form of Exhibit A, the terms of Exhibits A, B, C, and D shall control. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the Parties agree that the court should endeavor to give the maximum effect to the Parties' intentions as reflected in the provision, and that the other provisions of the Agreement shall remain in full force and effect.

(b) Right to Amend these Terms. Verifone reserves the right to change or add to this Agreement at any time. Any changes or additions will only apply to your purchase of Products or use of the Services prospectively. Verifone will provide notice of any changes or additions through the applicable Verifone portal, via email, or by other means reasonably designed to give you notice of such changes or additions. Any changes or additions will only be effective thirty days after such notice has first been published.

(c) Assignment. You may not assign this Agreement, in whole or in part, without Verifone's prior written consent. Subject to the preceding sentence, this Agreement shall bind you and your permitted successors and assigns. Verifone may assign this Agreement, or any of its rights or obligations hereunder, in its sole discretion.

(d) Independent Contractor. In its performance of this Agreement, Verifone shall act in the capacity of an independent contractor and not as your employee or agent. Neither Party nor its employees, consultants, contractors, or agents are agents, employees, partners, or joint ventures of the other Party, nor do they have any authority to bind the other Party by contract or otherwise to any obligation. Neither Party will represent to the contrary, expressly, implicitly, by appearance or otherwise.

(e) Force Majeure. Verifone shall not be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitation acts or omissions of government or military authority, non-performance of its vendors or suppliers, acts of God, pandemics, epidemics, shortages of fuel, energy, labor or materials, transportation delays, electrical or communication infrastructure failures or disturbances, fires, floods, labor disturbances, riots or wars ("**Force Majeure Events**").

(f) No Waiver. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

(g) Construction. Each Party acknowledges and agrees that any interpretation of this Agreement may not be construed against a Party by virtue of that Party having drafted the provisions. The headings and captions contained herein are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

(h) Notices. Notices made by Verifone to you under this Agreement may be (i) posted on the applicable Verifone portal or may be provided upon access to Services, (ii) via email at the address provided to Verifone in connection with your registration, or (iii) by overnight courier or certified mail to the address provided by you in connection with your registration. It is your responsibility to keep your contact information (including your email address and notices address) current. Verifone will not be responsible to you if you fail to receive any notices due to inaccurate contact information or your failure to update such information with Verifone. You must send notices to Verifone at VeriFone, Inc., c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808, or such other address as Verifone may provide you from time to time for such purposes. All mailed notices shall be deemed effective upon the earliest to occur of: (a) actual delivery; or (b) three days after mailing, addressed and postage prepaid, return receipt requested.

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EXHIBIT D – SUPPLEMENTAL TERMS

Supplemental Terms - Verifone Flex Solution

These Supplemental Terms set forth the terms and conditions on which Merchant may access and use certain products that are made available as an all-in-one bundled solution referred to as the Verifone Flex Solution (the “Flex Solution”). The Flex Solution is provided on a per-device basis and includes the software, cloud services, support services, and other components described below. Subject to the payment of the applicable Fees, Merchant may use the Flex Solution during the Service Term for a Supported Device Model for its internal business purposes. Verifone hereby grants to Merchant a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the software underlying or included in the Flex Solution for the sole purpose of using the Flex Solution in accordance with this Agreement. All other uses are prohibited.

Included Software

Verifone Payment Application	<p>Verifone will provide Merchant with a payment application suitable for the applicable payment device model that is designed for payment processing, such as credit, debit, gift, and other electronic payments.</p> <p>Verifone will provide Merchant with information regarding the supported functions of its payment applications from time to time upon request.</p> <p>Note: Verifone updates its payment applications from time to time. Unless Verifone is providing Estate Manager Administration Services as part of your Flex Solution, you are responsible for ensuring that you are using a current version of the payment application. Failure to update your payment application may result in the Verifone Flex Solution not functioning properly. Verifone will provide you with information regarding the supported versions of its payment applications upon request. Verifone reserves the right to cause the Payment Application installed on your devices to be updated if it determines necessary or desirable for security, performance, or continuity of service reasons.</p>
Verifone Encryption Application	<p>If applicable, Verifone’s VeriShield Protect Application or other Verifone encryption application (selected by Merchant and agreed by Verifone) provides encryption of the sensitive credit/debit card track data elements on certain payment device models and is included in the per-device fee.</p>

Verifone Cloud Services

Gateway Services	<p><u>Payment Gateway</u></p> <p>Merchant will have access to Verifone’s Payment Gateway, which provides transaction routing to enable various transaction types, as well as online reporting and other tools made available by the Payment Gateway portal.</p> <p>Verifone’s Payment Gateway has been validated as PCI DSS compliant.</p> <p><u>Data Decryption Services</u></p> <p>Verifone’s Data Decryption Services involve the decryption of sensitive credit/debit card track data elements (“Sensitive Card Data Elements”) that were encrypted on the Device using Verifone’s VeriShield Protect terminal application or other supported encryption software and the transfer of decrypted Sensitive Card Data Elements to the applicable processor or third-party gateway (provided that Verifone supports such processor or gateway) for processing.</p> <p>Verifone’s VeriShield Protect terminal application or other supported encryption software must be installed in each Verifone payment device to enable the encryption functionality.</p>
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Verifone's Decryption Service has been validated as PCI DSS compliant.

Virtual Terminal

You will be given access to a virtual terminal hosted in Verifone's IT Environment via a Verifone portal that provides a virtual interface for Merchant to enter a customer's payment information and submit for processing.

Estate Management Service

Verifone payment devices can be managed via Verifone's Estate Management Service, which permits key loading, and the deployment and installation of software (and software updates) on, and downloading of content to, Verifone payment devices.

Merchant Responsibilities. You are solely responsible for (i) enabling the features in, and setting the parameters it wishes to use for, the applications that you download to Verifone payment devices using the Estate Manager Service, (ii) ensuring that you have the proper licenses and rights to the content that you download to Verifone payment devices using the Estate Manager Service, and (iii) ensuring that you are using a current version of all software on your payment devices, including deploying any mandatory updates as soon as practicable. If you procured the Flex Solution through a Verifone Channel Partner, the Channel Partner may perform certain of these responsibilities on your behalf.

No Cardholder Data. The Estate Manager Service does not involve the accessing, storing, or processing of any Cardholder Data ("CHD") or Sensitive Authentication Data ("SAD"), each as defined in the PCI DSS rules, by Verifone. You agree to not store in the Estate Manager Service or Device Agent Software any data categorized as CHD or SAD. Any data sets uploaded or stored which can be categorized to be considered CHD or SAD may be deleted without notice. If you store in the Estate Manager Service or Device Agent Software data relating to cardholder information or data that could reasonably be captured within the scope of PCI DSS then you will ensure that all such data transferred to the Estate Manager Service or Device Agent Software will be compliant with PCI DSS requirements (including but not limited to encryption requirements).

Verifone's Estate Manager Service has been validated as PCI DSS compliant.

Technical and Other Data. You acknowledge and agree that Verifone may collect and use technical data and related information in connection with your use of the Estate Manager Service and Device Agent Software, including, without limitation, technical and usage information about devices on which the Estate Manager Service and Device Agent Software are used and any peripherals used therewith, which is gathered periodically by Verifone for data analytics and optimization, to facilitate the provision of the Estate Manager Service and Device Agent Software, updates, support, and other services, to improve the Estate Manager Service and Device Agent Software, and for other lawful purposes.

Content Retrieval. You will be responsible for retrieving any content provided by you for the Estate Manager Service prior to any expiration or termination of these Supplemental Terms - Verifone Flex Solution or the Agreement using the applicable portal made available to you with the Estate Manager Service; Verifone does not provide content retrieval services.

Other Services

Support Services

Verifone will provide maintenance and support for software underlying or included in the Flex Solution in accordance with Supplemental Terms – Maintenance and Support for Verifone Software.

Optional Verifone Services

Verifone Hosted Token Service	<p>Verifone's Hosted Token Service is a Verifone Cloud Service that enables card-based tokenization capabilities such as authorization, reverse authorization, refund, post void (for transactions that have not been settled), capture, credit, settlement, balance inquiry, and other payment operations with a token. Sensitive Card Data Elements are tokenized either by your processor or by Verifone (as directed by you) and the applicable token is then returned.</p> <p>Note: Additional fees may apply for token-based operations not related to payment, such as token storage or token lookup.</p> <p>Verifone's Tokenization Service has been validated as PCI DSS compliant.</p>
P2PE Flex Solution	<p>P2PE Flex Solution is a comprehensive secure payments-as-a-service offering that includes P2PE-validation of certain components of the standard Verifone Flex Solution, allowing merchants to reduce their PCI-DSS scope. P2PE Verifone Flex Solution is available on a range attended and unattended device platforms. Supplemental Terms apply to your use of the P2PE Flex Solution.</p>

Supplemental Terms – Maintenance and Support for Verifone Software

If Verifone has licensed you any Software pursuant to this Agreement, it will provide maintenance and support services described herein during the term of the license.

1. Maintenance and Support. Verifone's provision of maintenance and support services to you is subject to Verifone's receipt of payment of all fees specified in Exhibit B.

2. Software Updates. Verifone will provide you with the updated versions of the applicable Software if, when, and as such software updates are made generally available by Verifone (collectively, "**Software Updates**"). Software Updates may include some or all of the following: (i) Error Corrections (as defined below), (ii) security updates, (iii) legal or compliance updates mandated by the payment card brands, (iv) Feature Enhancements (as defined below), and (v) other enhancements or modifications made in Verifone's discretion. Under no circumstances will Verifone be required to backport features included in a Software Update into a prior version of the Software.

3. Supported Versions. Verifone will provide Maintenance and Support only for Supported Versions of the applicable Software and shall not be responsible or liable in the event that you, or any other party, fails to update any Software to a Supported Version. "**Supported Version**" of Software shall mean:

(a) with respect to Payment Application Software, the current version of the Software and any version released by Verifone within the preceding eighteen months, where "**Payment Application Software**" means Software developed by Verifone that facilitates the processing of electronic payment transactions and where Verifone has certified the Software with the applicable payment processor; and

(b) with respect to other type Software types, the current and the immediately preceding minor version of the Software. Assuming a convention of major.minor.bugfix.hotfix (M.m.b.h), if 4.6.b.h is the current version of a Software, version 4.5.b.h will also be a Supported Version until such time as Verifone releases version 4.7.b.h. Refer to Section 5 (Error Corrections) below.

4. Feature Enhancements. You may request that Verifone add one or more Feature Enhancements to the Software. In the event of such a request, the Parties shall document the desired Feature Enhancement(s) and any related terms, including any fees for Verifone's development efforts, in a Statement of Work or other written document. Verifone reserves the right to charge such fees as it deems appropriate, including one-time development fees and/or increases in your Maintenance and Support Fees, as agreed in the applicable Statement of Work. Except as may be agreed in a Statement of Work duly executed by both parties, Verifone is not under any obligation to develop any Feature Enhancements requested by you. As between the Parties, Verifone shall own all right, title, and interest in any deliverables provided under a Statement of Work, including any Feature Enhancement embodied in the Software. For purposes hereof, "**Feature Enhancement**" means (i) a functional improvement or change, (ii) support for an existing or new product or service, (iii) new EMV kernels or certifications, or (iv) any other modification or addition that, when made to the Software, materially changes its utility, efficiency, functional capability, or application.

5. Error Corrections. In the event that Verifone determines that a reported Program Error requires an Error Correction, Verifone shall promptly initiate work in a diligent manner toward development of the Error Correction in accordance with its relative severity. Verifone shall not be responsible for correcting Program Errors in any version of the Software that is not a Supported Version.

(c) With respect to any Severity 1 (Critical) Program Error on a Supported Version of Software that you have released into production, Verifone will (i) provide the Error Correction to the applicable Supported Version through a means determined by Verifone and (ii) include the Error Correction in subsequent Software Updates.

(d) With respect to other Program Errors, Verifone will include the Error Correction in a subsequent Software Update, and you will be required to upgrade to such Version to receive the applicable Error Correction.

For purposes hereof:

“Error Correction” means either a modification or an addition that, when made or added to the Software, causes the Software to function substantially in accordance with its previously published specifications, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the failure of the Software to function substantially in accordance with such specifications.

“Program Error” means a reproducible defect or combination of defects in the Software that results in a failure of the Software to function substantially in accordance with its previously published specifications.

“Severity 1 (Critical)” means a production incident that renders a business-critical software component or interface inoperable across the enterprise with no acceptable workaround; you are unable to use production systems.

6. Support for Discontinued Devices. Following the discontinuation of a particular Device model, Verifone will no longer provide Maintenance and support for the Software for use on or with the discontinued Device. Your continued use of the Software on or with such Devices is otherwise at your own risk, and Verifone disclaims, and you release Verifone from, any liability resulting therefrom.

Supplemental Terms - Rental Devices

Verifone offers various Devices on a rental basis. The fees for any rental Devices are as set forth in Exhibit B as part of the Verifone Flex Solution fees when indicated with a rental device.

Services Included with Rental Devices

Deployment and Shipping	<p>Verifone will provide initial configuration, including initial key injection, software loading, and ground freight to the agreed upon Merchant location. You may request that Verifone ship the rental Devices by air freight, in which case you will be responsible for the associated costs, which Verifone may invoice or request that you pay directly to the carrier prior to shipment.</p> <p>Verifone will perform the initial key injection services either in Verifone's key injection facilities or using Verifone's remote key loading service. Additional fees apply for each remote key payload requested.</p> <p>Custom kitting options are available for an additional fee.</p>
Warranty	<p>Verifone provides its standard warranty for rental Devices for the duration of the Device's Service Term (such period referred to herein as the "Warranty Period"). Refer to <u>Standard Warranty Terms and Supplemental Services for Verifone Payment Devices</u>.</p>

The following terms shall apply to rental devices subscribed to under this Agreement:

(e) Minimum Service Term for Rental Devices. Unless a different minimum Service Term is expressly specified in Exhibit B, rental devices are subject to a minimum Service Term of 36 months. Deactivation or other termination of a Service Term for a rental Device prior to the end of the minimum period will be subject to a charge equal to the fees for the remainder of such minimum term. Reactivation of a Service Term for a rental Device once deactivated is not possible. This provision shall survive the termination or expiration of this Agreement.

(f) Verifone Property. The rental Devices, as well as all accessories provided with such rental Devices, shall remain the property of Verifone. You shall have no right, title, or interest therein except as a lessee under this Agreement. You shall keep all rental Devices and accessories free and clear from all liens, including any direct or indirect charge, encumbrance, lien, security interest, legal process or claim against the rental Devices and accessories. You may not assign, hypothecate, sublet, sell, transfer, permit the sale of or part with possession of all or any of the rental Devices, accessories or interest in this Agreement, without Verifone's prior written consent. If you fail to pay any fees when due and fail to cure such failure within ten business days of written notice thereof, Verifone may, at any time thereafter enter, with or without legal process, any premises where any rental Device may be, and repossess and remove such rental Device and accessories. You hereby waive any claim of trespass or right of action for damages by reason of such entry and repossession. In addition, you shall pay to Verifone any actual additional expenses incurred by Verifone in collection efforts.

(g) Loss, Damage, or Destruction. You assume and shall bear the entire risk of loss, damage, or destruction of the rental Devices and accessories from any use whatsoever from the date of delivery of the rental Devices to your site until such rental Devices and accessories are returned to Verifone. No loss, damage or destruction will relieve you from the obligation to make payments hereunder or to comply with any other obligation under this Agreement. You must immediately notify Verifone of any loss, damage, or destruction of a rental Device. You are responsible for any charges for repairs or replacements of rental Devices for damages that are not covered by the warranty or BPP service (as applicable). In the event of the loss or destruction of a rental Device or damage that makes repair impractical or uneconomical (in Verifone's discretion), Verifone may charge you the then-current list price for the Device and ship you a new or refurbished replacement. At all times payments for any Services associated with such rental Device shall continue in effect.

(h) Return at End of Service Term. At the end of the Service Term for a rental Device, you must return the rental Device (and all accessories provided with such rental Device) to Verifone. When returning a rental Device, a Return Merchandise Authorization (RMA) number is required. If a rental Device and all of its accessories are not returned within thirty days of the end of its Service Term, Verifone may charge you (i) Verifone's then current standard non-return fee for the rental Device, plus (ii) Verifone's then current standard price for any non-returned accessories. If, upon return of the rental Device,

Verifone determines that the Device requires repair that is not covered by the Device's warranty or an applicable repair service, you will be required to pay for such repairs at Verifone's standard fees. If the damage makes repair impractical or uneconomical (in Verifone's discretion), Verifone may charge you its then-current list price for the Device.

(i) Special Power of Attorney. You hereby grant to Verifone a purchase money security interest in all rental Devices and all accompanying accessories shipped to you, as security for the performance by you of all of your obligations arising under this Agreement. Verifone is hereby authorized by you to cause this Agreement or any other statement or other instrument in respect of this Agreement showing the interest of Verifone in the rental Device and accompanying accessories, including Uniform Commercial Code financing statements, to be filed and recorded, and you grant to Verifone the right to execute your name thereto.

Standard Warranty Terms and Supplemental Services for Verifone Payment Devices

1. Standard Warranty Terms

Warranty	<p>Standard Device Warranty: For the duration of the Warranty Period for the applicable Device, Verifone warrants that such Device shall be free from faulty workmanship and defective materials ("Standard Device Warranty").</p> <p>Out-of-Scope Conditions. Verifone is not liable for, and the Standard Device Warranty provided herein does not apply to, defects resulting from: (i) damage due to interfacing with the Device or the Device's components or supplies; (ii) use of the Device with Merchant's or third-party supplied software, products, interfaces, or supplies, including damage to LCD screens from "burn-in" caused by third-party software or damage to speakers caused by audio configurations; (iii) improper installation, testing, use, or operation of the Device by someone other than Verifone; (iv) misuse, abuse, neglect, negligence, accident; (v) tampering/damage to the Device's security label; (vi) food damage, liquid spillage or wetting the Device; (vii) vandalism; external damage due to dropping, hitting, or cracking the external shell of the Device; (viii) failure of electrical power, air conditioning or humidity control (other than while the Device is in Verifone's possession); (ix) Devices missing integral parts of the equipment (such as SAM, printer covers, rollers, module covers); (x) evidence of insects or foreign organisms; (xi) damage from acts of nature such as fire, flood, or lightning; (xii) loss or damage in transit; (xiii) improper site preparation; or (xiv) any other acts outside of Verifone's control. Cosmetic damages (such as scratches, stains, paint, or stickers) are not covered.</p> <p>LIMITATIONS. THE STANDARD DEVICE WARRANTY PROVIDED HEREIN DOES NOT APPLY TO DEVICES NOT MANUFACTURED BY VERIFONE, SOFTWARE, ACCESSORIES, CONSUMABLE ITEMS (E.G., BATTERIES, PAPER, RIBBONS, PLASTIC PARTS, THERMAL PRINTER HEADS, MAGNETIC HEADS), SPARE PARTS OR SERVICES, OR TO DEVICES, OR TO COMPONENTS THEREOF THAT HAVE BEEN ALTERED, MODIFIED, REPAIRED OR SERVICED IN ANY RESPECT (OTHER THAN BY VERIFONE OR ITS REPRESENTATIVES AND INCLUDING, WITHOUT LIMITATION, MAINTENANCE OR INSTALLATION BY YOU OR THIRD PARTIES). THE EXPRESS STANDARD DEVICE WARRANTY OF VERIFONE STATED ABOVE APPLIES ONLY TO DEVICES USED IN THE COVERED TERRITORY. USE OUTSIDE THE COVERED TERRITORY VOIDS SUCH WARRANTY. NOTHING IN ANY DOCUMENTATION PROVIDED OR DESIGNATED BY VERIFONE WITH RESPECT TO ANY DEVICES SHALL BE DEEMED TO EXTEND OR OTHERWISE MODIFY THE STANDARD DEVICE WARRANTY PROVIDED ABOVE OR THESE WARRANTY TERMS, INCLUDING THE DURATION OF ANY WARRANTY PERIOD. IN THE EVENT OF A CONFLICT BETWEEN THESE WARRANTY TERMS AND ANY SUCH DOCUMENTATION, THESE WARRANTY TERMS SHALL CONTROL.</p> <p>DISCLAIMERS. THE EXPRESS STANDARD DEVICE WARRANTY OF VERIFONE STATED ABOVE IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND VERIFONE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. VERIFONE MAKES NO WARRANTIES THAT THE USE OF THE DEVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT SUCH DEVICES WILL OPERATE IN CONJUNCTION WITH ANY OTHER EQUIPMENT. THE EXPRESS OBLIGATION OF VERIFONE STATED UNDER "DEVICE RETURNS" BELOW IS IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF VERIFONE, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE DEVICES. REPAIR OR REPLACEMENT (AT VERIFONE'S OPTION) IS YOUR SOLE REMEDY FOR ANY SUCH DAMAGE, LOSS OR INJURY.</p>
Other Warranty Terms	<p>Device Returns. You may return a defective covered Device to Verifone's designated facility in accordance with Verifone's standard Return Merchandise Authorization ("RMA") process for repair during the Warranty Period for such Device, at your expense. Devices must be returned to Verifone in their original or equivalent packaging, and you must prepay shipping charges, and</p>

either insure the shipment or accept the risk of loss or damage during shipment. If a Device is sent to Verifone without a valid RMA number, Verifone reserves the right to return such Device to the sender and charge Verifone's then-standard processing fee. Upon receipt of such Device during the Warranty Period, Verifone shall (a) in Verifone's sole discretion, repair or replace such Device, and (b) ship the repair or replaced Device for return to its original location. Verifone uses new and reconditioned parts made by various manufacturers in performing repairs and building replacement products.

Out of Warranty Fee: In the event that a defective Device returned to Verifone is not covered under the Standard Device Warranty or an applicable repair or Device protection service, you will be assessed Verifone's standard repair fee for such Device.

No Trouble Found: In the event that a returned Device is determined by Verifone to not be defective in workmanship or materials (i.e., there is "no trouble found"), Verifone will clean and test such Device and ship the Device back to you in accordance with its RMA process. Verifone reserves the right to charge its then-current fee for clean and test services, plus shipping, for such Devices, as quoted by Verifone from time to time.

2. Included Supplemental Device Services

Extended Warranty (for purchased Devices only)	<p>Extended Warranty commences following the end of the standard 12-month Warranty Period for the particular Device and extends the standard Warranty Period for the period purchased.</p> <p>Refer to <u>Standard Warranty Terms and Supplemental Services for Verifone Payment Devices</u> for basic warranty information. Refer to <u>Supplemental Terms – Rental Devices</u> for warranty information for rental Devices.</p>
Buyer Protection Plan Services	<p>Verifone's Buyer Protection Plan ("BPP") is available for multi-lane, countertop, and PIN-pad series Devices.</p> <p>BPP is a service that provides coverage for certain specified damages that are not covered by Verifone's standard warranty. BPP will (a) extend the standard Warranty Period to the period purchased and (b) add coverage for (i) damage caused by unintentional misuse or accident (such as droppage or liquid damage), subject to compliance with Verifone's published guidelines for cleaning its Devices (available at www.verifone.com/en/us/insight/how-clean-verifone-devices), (ii) damage caused by acts of nature such as floods, fire, or lightning damage, (iii) replacement of worn or scratched cases and keys and scratched or tarnished lenses, in each case subject to Verifone's performance standards.</p> <p>BPP coverage is limited to no more than 20% of all BPP-covered Devices returned to Verifone during a particular Verifone fiscal quarter. Repairs for BPP-covered Devices returned in excess of such percentage are subject to Verifone's standard per-incident repair fees for the applicable Device. Verifone shall invoice you for such repair fees, plus return freight. If the number of BPP repairs performed by Verifone during a fiscal quarter reaches five percent of all BPP-covered Devices returned during such period, the Parties shall meet and confer to identify potential improvements and practices to reduce the number of returns that require BPP coverage.</p> <p>Except for the expanded scope of Verifone's warranty coverage as set forth herein, the BPP Services are provided in accordance with, and subject to, the Standard Warranty Terms and Supplemental Services for Verifone Payment Devices. Repair or replacement of a Device (or any part thereof) under the BPP Services does not extend the Warranty Period or the BPP coverage period for such Device.</p>

Device defects resulting from or caused by (i) malicious or intentional misuse or damage or (ii) your or another third-party provider's products or components are not covered under the BPP Services under any circumstances.

BPP Service will be provided for the Minimum Term of Flex Solution services purchased (as applicable), which period shall commence from the date on which the Device was shipped by Verifone.

Priority (rush) repair services and expedited return shipping are not provided with the BPP Services. BPP is not available for mobile or portable series Devices or any Devices used in a mobile or portable capacity.

Priority Exchange Service

With Verifone's Priority Exchange Service, a replacement Device will be expedited to your location prior to Verifone receiving the failed Device it is intended to replace. Priority Exchange Services will be provided for the Minimum Term of Flex Solution services purchased (as applicable), which period shall commence from the date on which the Device was shipped by Verifone. Verifone's Priority Exchange Service consists of the following services:

Replacement of Device:

Following your creation of an exchange request on Verifone's Premier Portal (or successor portal or such other method as Verifone makes available from time to time), Verifone will initiate the shipment of a replacement Device to your location. Orders logged before 2:00 p.m. CT, Monday through Friday on a business day, will be shipped the same day for next business day delivery. Orders logged at or after 2:00 p.m. CT, Monday through Friday, or on a non-business day, will be shipped by no later than the next business day after the order is received. Verifone-designated holidays are excluded. Verifone will not be liable for any delays in order processing due to inaccurate or incomplete information provided by you. You will be responsible for installing (or having installed) the replacement device.

You may not use the Priority Exchange Services for any purpose other than to return non-functioning devices for repair and/or exchange. Without limiting the generality of the foregoing, you may not use the Priority Exchange Services as a means to deploy new software or change keys. You acknowledge that replacement devices may include cosmetic wear and tear.

Priority Exchange Service is only available in the United States of America, excluding Alaska, Hawaii, and any United States territory.

Return of Non-Functioning Devices:

You are responsible for packaging the non-functioning device in the shipping box sent with the replacement device, displaying the applicable Return Material Authorization (RMA) number on the exterior of such box, and returning the non-functioning device to Verifone, in accordance with the instructions provided with the replacement device. If a device is sent to Verifone without a valid RMA number, Verifone reserves the right to return such device to the sender and charge Verifone's then-standard processing fee.

You shall comply with the following with respect to device accessories:

- You must not return any cables with the non-functioning device.
- You must not return the I/O module with the non-functioning device, unless the module is non-functioning.

- You must not return any power packs with the non-functioning device unless otherwise specified by Verifone for that device model.
- You must return any stylus with the non-functioning device.
- If you fail to return a stylus or power pack as set forth herein, Verifone will be entitled to bill Verifone's then current list price for such accessories.

Failure to Return Non-Functioning Devices:

In the event a non-functioning device is not returned to Verifone within twenty-five days after the shipment date of the replacement device, Verifone will be entitled to bill you for the device, plus an administration fee, in accordance with Verifone's then current list price.

If you fail to return at least 90% of non-functioning devices to Verifone as required above ("**Return Unit Compliance**"), you acknowledge that it may incur a disruption to the Priority Exchange Service including but not limited to Verifone suspending the Priority Exchange Service. Verifone shall incur no liability for any such suspension or disruption of the Priority Exchange Service. For the avoidance of doubt, such suspension or disruption of the Priority Exchange Service may occur regardless of whether your account is current. Furthermore, if your affiliated group companies using the Priority Exchange Service fail to meet the Return Unit Compliance on an aggregate basis, the Priority Exchange Service may be suspended or disrupted for you and/or your affiliated group companies. Should this occur, you can elect to move to (i) a standard exchange model, under which Verifone will ship a replacement device upon receipt of the non-functioning device, or (ii) have Verifone repair the non-functioning device in accordance with the terms of the applicable standard warranty or Buyer Protection Service (if purchased).

Repair of Returned Devices:

Verifone will own all returned devices and accessories and Verifone will not return to you any failed devices received under the Priority Exchange Services. Verifone will repair returned devices, subject to the terms of the applicable device warranty and Buyer Protection Plan Services, including with respect to charges for out-of-scope conditions, no trouble found, and other repair-related fees that you are responsible for under this Agreement.

Supplemental Terms – Verifone Cloud Device Integration

These Supplemental Terms set forth the terms and conditions on which Verifone will provide the Verifone Cloud Device Integration, which consists of the Verifone Cloud Device Integration application programming interface (the “VCDI API”) and Verifone Cloud Device Integration service (the “VCDI Service” and, together with the VCDI API, “VCDI”), which together allow a point-of-sale device or system to send an instruction to a Verifone payment terminal running a compatible payment application through the Verifone cloud instead of through a hardwired connection between a point-of-sale device and the payment terminal. If Merchant uses a third-party point-of-sale system that has been integrated to the VCDI Service either by Verifone or such third party using the VCDI API, then Merchant will not be granted a license to the VCDI API and the terms and conditions related to the VCDI API herein will apply to Merchant’s use of such integration.

1. GENERAL.

(a) General. The VCDI API shall be considered a “**Product**” and the VCDI Service a “**Verifone Cloud Service**”.

(b) Description of the VCDI API. For purposes of these Supplemental Terms, the VCDI API includes the application programming interface, the API documentation and other materials made available to Merchant, and any updates to any of the foregoing that Verifone makes available to VCDI API licensees.

(c) Standard Products and Services. The VCDI API is provided “as is” and subject to all the disclaimers, limitations, and other terms contained in Section 9 (Warranties) of the Agreement. Notwithstanding anything to the contrary in the Agreement and except as expressly provided in these Supplemental Terms or as otherwise mutually agreed by and between the Parties, (i) the VCDI Service and the VCDI API shall be Verifone’s standard, off-the-shelf service and corresponding software, and no special or customized versions shall be provided by Verifone, and (ii) Verifone shall have no obligation to ensure that the VCDI Services and the VCDI API operate in conjunction with Merchant’s equipment, software or other products or systems, and Merchant shall be responsible for all costs it incurs in connection with any modifications it elects to make to its own equipment, software or other products or systems.

(d) Supported Verifone Payment Device Models. The VCDI API is for use only with the device models specified by Verifone that are running a compatible payment application (the “**Supported Device Models**”).

2. INTELLECTUAL PROPERTY; LICENSE TO VCDI API.

(a) Ownership of VCDI. The Parties acknowledge that, as between Verifone and Merchant, Verifone owns all rights in the VCDI.

(b) License to VCDI API. Verifone hereby grants Merchant a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the term of these Supplemental Terms to use the VCDI API solely for the purposes of developing a software integration that will communicate and interoperate with the VCDI Service (the “**Merchant Software**”); provided that Merchant may sub-contract such development work to a third-party. Merchant may not otherwise assign, delegate, sublicense, pledge, or otherwise transfer its rights hereunder without the prior written consent of Verifone. Merchant shall indemnify, defend, and hold Verifone and its affiliates and each of their directors, officers and employees harmless from and against any breach of these license terms by Merchant and any person given access to the VCDI API by Merchant, including any software developer.

(c) Restrictions. Merchant shall not use the VCDI API for any purpose beyond the scope of the license granted in these Supplemental Terms and shall ensure that its software integration complies with the technical and other requirements specified in the current version of the VCDI API documentation. Without limiting the foregoing and except as expressly set forth in these Supplemental Terms, Merchant shall not at any time, and shall not permit

others to: (i) copy, modify, or create derivative works of the VCDI API, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the VCDI API; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the VCDI API, in whole or in part; (iv) remove any proprietary notices from the VCDI API; (v) use the VCDI API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law or the rules of any payment card network; (vi) combine or integrate the VCDI API with any software, technology, services, or materials not authorized by Verifone; (vii) design or permit any Merchant Software to interact with the VCDI API to disable, override, or otherwise interfere with any Verifone-implemented communications to end users, consent screens, user settings, alerts, warning, or the like or otherwise interfere with, interrupt or damage the operation of Verifone's Products or Services; (viii) use the VCDI API in any software application to replicate or attempt to replace the functionality or user experience of the VCDI Service or to otherwise circumvent Verifone's licensing and authorization requirements; or (ix) attempt to cloak or conceal Merchant's identity or the identity of its software applications when requesting authorization to use the API.

(d) Third-Party Content. Verifone shall not be responsible or liable for any third-party content accessed or enabled by Merchant using the VCDI API, including any third-party information or software application. Merchant shall use any such content in accordance with any terms applicable to such third-party content.

(e) Reservation of Rights. Verifone reserves all rights not expressly granted to Merchant in these Supplemental Terms. Except for the limited rights and licenses expressly granted under these Supplemental Terms, nothing in these Supplemental Terms grants to Merchant or any third party, by implication, waiver, estoppel, or otherwise, any intellectual property rights or other right, title, or interest in or to the VCDI API. The license granted hereunder is in all cases subject to the restrictions imposed in Section 6 (Licenses; Restrictions) of Exhibit C.

(f) Open-Source Components.

(i) The VCDI API may contain or be provided with code or other components that are subject to the terms and conditions of "open source" software licenses, including terms and conditions relating to Merchant's use, reproduction, and distribution thereof (the foregoing, "**Open-Source Components**"). To the extent required by such licenses or in the event such licenses conflict with any terms contained in this Agreement, the terms of such licenses will apply in lieu of the terms of these Supplemental Terms and the Agreement with respect to such Open-Source Component.

(ii) Merchant shall not integrate or use the VCDI API with any Viral Open-Source Software or otherwise take any action that could require disclosure, distribution, or licensing of all or any part of the VCDI API in source code form. "**Viral Open-Source Software**" shall mean software licensed under the GNU General Public License, the GNU Lesser General Public License, or any other license terms that could require, or condition the use, modification, or distribution of such software on, the disclosure, distribution, or licensing of any other software in source code form, for the purpose of making applications, or at no charge. Any violation of the foregoing provision shall immediately terminate Merchant's license and other rights to the VCDI API granted under these Supplemental Terms.

(g) Other Third-Party Materials; Copyrighted Materials. Portions of the VCDI API may utilize or include third-party software and other copyrighted material. Acknowledgments, licensing terms, and disclaimers for such material are contained in the Documentation included with the VCDI API or may otherwise accompany such material, and Merchant's use of such software and materials are governed by those respective terms. In the event of conflict between this Agreement and any applicable terms relating to such third-party software or copyrighted materials, such applicable terms shall control solely with respect to the third-party software or copyrighted materials.

(h) Disclosures by Merchant. Merchant shall disclose to Verifone its activities relating to the VCDI API from time to time upon Verifone's reasonable request and subject to Merchant's ability to disclose such without breaching confidentiality obligations to third parties.

(i) Authentication Credentials. Merchant must obtain authentication credentials from Verifone to use and access the VCDI API (the “**Authentication Credentials**”). Merchant may not share the Authentication Credentials with any third party, must keep the Authentication Credentials secure, and must use the Authentication Credentials as Merchant’s sole means of accessing the VCDI API. Verifone may revoke the Authentication Credentials immediately if Merchant breaches any of the terms set forth herein.

3. VCDI SERVICE

(a) Authorization to Use. Verifone hereby grants Merchant a right to access and use the VCDI Service during the term of these Supplemental Terms in accordance with these terms. Nothing herein grants any right, title, or interest in or to (including any license under) any intellectual property rights in or relating to, the VCDI Service and any accompanying documentation or materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the VCDI Service and any accompanying documentation or materials are and will remain with Verifone.

(b) Availability. Verifone will use commercially reasonable efforts to make the VCDI Service available for access and use by Merchant at least 99.9% of the time, as measured over the course of each calendar month, excluding unavailability due to performance or availability issues: (i) due to Force Majeure Events or circumstances beyond Verifone’s reasonable control; (ii) during planned maintenance, routine updates or other scheduled maintenance; (iii) during or with respect to beta or trial versions of the VCDI Service; (iv) that result from the use of services, hardware, or software not provided by Verifone, including issues resulting from failure of communications or Internet service, domain name service issues, other connectivity issues; (v) that result from Merchant’s failure to adhere to any required configurations, use supported platforms, or follow any policies for acceptable use, or from Merchant’s use of the VCDI Service in a manner inconsistent with the features and functionality of the VCDI Service (for example, attempts to perform operations that are not supported) or inconsistent with the Documentation provided by Verifone; or (vi) due to Merchant’s acts or omissions (or acts or omissions of others engaged or authorized by Merchant, including anyone gaining access to Merchant’s network by means of Merchant passwords or equipment or otherwise resulting from Merchant’s failure to follow appropriate security practices), including without limitation, any negligence, willful misconduct, or use of the VCDI Service in breach of this Agreement.

(c) Configuration. Merchant is responsible for ensuring that the VCDI Service is configured suitably for its purposes, including in a manner which allows fail-safe communication to the VCDI Service in the event of communication changes or disruptions. Verifone is not responsible for any resulting costs or losses incurred by Merchant if devices or systems cease communicating with the VCDI Service. Verifone is not responsible for any losses or damages caused by improper use of the VCDI Service.

4. MERCHANT RESPONSIBILITIES

(a) Merchant is responsible and liable for all uses of the VCDI API, whether such access or use is permitted by or in violation of these Supplemental Terms.

(b) Merchant is solely responsible for the Merchant Software and any configurations or instructions made or transmitted using VCDI.

(c) Verifone reserves the right to limit the number of periodic API calls Merchant is allowed to make if Verifone determines such limitation is necessary to safeguard the availability or functionality of the VCDI. Verifone may temporarily suspend access to the VCDI API if Merchant exceeds the API call limits. Attempts to circumvent API call limits may result in termination of these Supplemental Terms or suspension of the license to use the VCDI API.

If Verifone limits the number of permitted periodic API calls, any unused API calls from any given period will not roll over to future periods.

5. DATA USE AND RESTRICTIONS

(a) No Cardholder Data. VCDI does not involve the accessing, storing, or processing of any Cardholder Data (“CHD”) or Sensitive Authentication Data (“SAD”), each as defined in the PCI DSS rules, by Verifone. Merchant agrees to not transmit any data categorized as CHD or SAD through the VCDI API or otherwise in connection with using VCDI. Any data transmitted which can be categorized to be considered CHD or SAD may be deleted without notice. If Merchant transmits data relating to cardholder information or data that could reasonably be captured within the scope of PCI DSS through the VCDI API or otherwise in connection with using VCDI, then Merchant shall ensure that all such data and transfers are compliant with PCI DSS requirements (including but not limited to encryption requirements). Merchant shall indemnify, defend, and hold Verifone, its affiliates, and each of their directors, officers, employees, and agents harmless from and against all losses, claims, damages, penalties or liabilities, including but not limited to fines and penalties, arising from any breach of this Section by Merchant.

(b) Technical and Other Data. Merchant acknowledges and agrees that Verifone may collect and use technical data and other information in connection with Merchant’s use of VCDI, including technical and usage information about devices or systems from which VCDI is used, for data analytics and optimization, to facilitate the provision of VCDI, updates, support, and other services, to improve VCDI and for other lawful purposes.

6. MODIFICATIONS, MAINTENANCE AND SUPPORT. Verifone will provide support for issues pertaining to the VCDI API in accordance with Supplemental Terms - Maintenance and Support for Verifone Software. Verifone may modify the VCDI API at any time without notice; provided that Verifone endeavors to minimize modifications to the VCDI API that may impact an existing software integration by Merchant. Certain modifications may require Merchant to make changes to the Merchant Software to continue to be compatible with the VCDI API.

7. INDEMNITY. Merchant shall indemnify, defend, and hold Verifone and its affiliates and each of their directors, officers, employees, and agents harmless from and against all claims, actions, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees) arising out of or in connection with (i) the Merchant Software, (ii) Merchant’s configurations or instructions made using VCDI, including, but not limited to, any claim of infringement or misappropriation of the Intellectual Property Rights of any third party, (iii) any content or data Merchant routes into or uses with the VCDI API, and (iv) Merchant’s violation of these Supplemental Terms.

8. EFFECT OF TERMINATION. Upon termination of these Supplemental Terms, (a) all licenses and rights granted to Merchant hereunder will also terminate, (b) Verifone will no longer be obligated to provide Maintenance and Support hereunder, and (c) Merchant must cease using, destroy, and permanently delete all copies of the VCDI API from all devices and systems that Merchant directly or indirectly controls.