

**SAFE-T SERVICES ADDENDUM**  
*(for Gateway Services)*

This Safe-T Services Addendum (the “Addendum”) is entered into and effective as of the Effective Date indicated on the Enrollment Form, is between Elavon and the party identified as “Company” on the Enrollment Form, and is an addendum to and supplements the Agreement (as defined on the Enrollment Form). In the event of a conflict between the terms and conditions of this Addendum and any other terms and conditions of the Agreement, the terms and conditions of this Addendum will control with respect to the subject-matter herein. Capitalized terms used and not otherwise defined in this Addendum will have the meanings ascribed to them elsewhere in the Agreement.

**TERMS AND CONDITIONS**

1. **FEES.** Company will pay Elavon the fees set forth on the Enrollment Form applicable to the SAFE-T Services.
2. **DESCRIPTION OF SAFE-T SERVICES.** Subject to the terms and conditions of this Addendum and the Agreement, Elavon will provide Company the following services “Safe-T Services”:
  - (a) **ENCRYPTION SERVICES**, which will consist of decryption of full primary Credit Card or Debit Card account numbers (“PANs”) properly encrypted by Company using Elavon-approved software, encryption keys and hardware, all in accordance with the terms and conditions of this Addendum and the Agreement (such services, the “Encryption Services”). Transactions submitted via the Application (as defined in Exhibit B) or POS Device with Elavon-approved software will not be transmitted by the POS Device to Elavon if the Application or POS Device, as applicable, fails to encrypt the PANs.
  - (b) **TOKENIZATION SERVICES**, which will consist of a tokenization feature pursuant to which Elavon will provide Company with randomized numerical tokens (each, a “Token”) in substitution for PANs; such services, the “Tokenization Services”). More specifically, when a PAN associated with a Transaction is transmitted from Company to Elavon, Elavon will:
    - (i) generate a Token;
    - (ii) associate the Token with the PAN; and
    - (iii) send the Token, instead of the PAN, back to Company in the Transaction authorization response message.Company may submit the Token, rather than the associated PAN to Elavon to process additional Transactions to the Credit Card or Debit Card associated with such Token across all Company locations. The PAN associated with each Token generated by Elavon can be retrieved by Elavon, on Company’s written request, until the date that is three years after the expiration or termination of the Agreement (the “Token Validity Period”), provided that the retrieval of PANs after the expiration or termination of the Agreement will be subject to additional terms and conditions and at an additional cost to Company. Company acknowledges that the Tokens will be formatted in Elavon’s reasonable discretion and may not be compatible with other Company Resources.
2. **COMPANY RESPONSIBILITIES.**
  - (a) Company will cause the appropriate hardware, including POS Devices and any hardware provided by or on behalf of Elavon from time to time, to be readily available for use at all Company locations that are the recipients or users of the Safe-T Services. For purposes of this Addendum, the term “POS Device” refers only to a payment terminal at a Company Location that conforms to the requirements established from time to time by Elavon and the applicable Payment Network and does not refer to any other point-of-sale devices or software.
  - (b) Company acknowledges that Elavon does not store Credit Card or Debit Card expiration dates. In order to use a Token to process a Transaction, Company must provide the Token (in lieu of a PAN) together with the expiration date for the original Credit Card or Debit Card.
3. **DE-TOKENIZATION.** For Safe-T Link, Company may request a reversal of the Tokenization process as follows:
  - (a) To reverse the Tokenization process on an individual Token basis, Company may access an Elavon web portal and, with appropriate authentication credentials, retrieve the PAN associated with any Token.
  - (b) To reverse the Tokenization process on a bulk basis (i.e., in excess of 100 Tokens at a time), an officer of Company must make a request in writing to Elavon and provide Elavon with the Tokens for which Company wishes to reverse the Tokenization process. Elavon will provide Company’s requesting officer with an encrypted file containing the PANs associated with such Tokens within 30 days of receiving the request. Company acknowledges and agrees that additional terms and conditions may apply to reversal of Tokenization on a bulk basis.

## **EXHIBIT A TO ADDENDUM**

### **Encryption Services License Terms and Conditions**

Company will receive encryption keys and an encryption terminal application for encryption of card data (the “Application”) from Elavon.

#### **General Terms and Conditions**

1. **Sublicense.** Subject to the terms and conditions of the Agreement and the Addendum (including, without limitation, this Exhibit A), and the payment of all applicable fees, Elavon hereby grants to Company a limited, personal, non-exclusive, revocable, non-sublicensable (except as provided herein), and non-assignable (except as provided in Section 15.5 of Schedule A to the Agreement) sublicense for the Term to use the Application as installed on Company’s POS Devices solely to encrypt PANs processed using such POS Devices.
2. **Restrictions.** Except as set forth above, Company will have no right to copy, market, distribute (electronically or otherwise), sell, assign (except as permitted under Section 14.5 of Schedule A to the Agreement), pledge, lease, deliver, license, sublicense (except as provided herein), outsource, rent or otherwise transfer the Application to any third party or use the Application for service bureau, time-sharing, or other third-party use or to provide hosting or to market by interactive cable or remote processing services to a third party. Company will not make or permit the making of any modifications, additions or enhancements to the Application. Company will not reverse engineer, decompile, disassemble, translate, modify, alter or create any derivative works based upon, or change, the Application, or any part thereof, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Application, or part thereof, without the prior written consent of Elavon and its licensor. Company agrees not to use the Application except as expressly licensed hereunder. Company may not sell or transfer any POS Devices on which any Application or encryption keys are installed to any party unless Company has first provided Elavon with prior written notice and (i) removed the Application and encryption keys from the POS Devices and (ii) destroyed the encryption keys in a manner compliant with then-current PCI-DSS requirements. Elavon and/or its designated agent may monitor and audit Company’s use of the Application for purposes of verifying compliance with the Addendum, including this Exhibit A.
3. **New Releases.** From time to time, Elavon may provide updates, modifications, or new versions of the Application (each, an “Application Release”), provided that Company complies with the terms set forth in this Addendum, including this Exhibit A. If Company is utilizing an Application licensed from Voltage Security, Inc., Elavon will automatically provision each such Application Release to the Company’s POS Devices (an “Automatic Release”). If Company is utilizing an Application licensed from Verifone, Inc., Elavon will provide such Application Releases to Company for installation by Company, in which case Company must ensure that Application Releases are installed and implemented within 14 days of becoming available to Company (a “Manual Release”), provided, however, that Elavon reserves the right to implement Automatic Releases upon notice to Company. Elavon will not be responsible for any updates, upgrades or changes to Company’s computer systems that may be necessary in conjunction with delivery, installation or use of any new Application Release.
4. **Reservation of Rights.** Company acknowledges and accepts that, as between the parties: (i) all right, title and interest in and to the Application and all Intellectual Property Rights associated with and in the Application will at all times remain vested in Elavon and its supplier/licensors; and (ii) Company will acquire no rights, express or implied, in the Application, other than the limited sublicense granted herein. Company will not remove from the Application, or alter, any trademarks, trade names, logos, patent or copyright notices, proprietary notices, titles, legends or other notices or markings contained therein, or add any notices or markings to the Application, without the express written consent of Elavon and its licensor. The confidentiality obligations of Company under the Agreement apply to the Application licensed hereunder and Company will limit access to the Application to only those employees and contractors of Company with a need to access the Application to perform its services.
5. **Termination.** The license rights granted herein to the Application will immediately cease if (i) Company sells or otherwise transfers a POS Device containing the Application to any unaffiliated party; (ii) Company is no longer deemed an active customer using the Application to encrypt PANs processed by Elavon; or (iii) Elavon is no longer authorized by its licensor to continue to use and/or sublicense the Application. Upon the occurrence of one or more of the events specified in the preceding sentence, Company will discontinue any and all use of the Application and delete all copies of the Application on the POS Devices or otherwise within the control of Company. If Company’s license rights to the Application cease under clause (iii) above, Elavon may, in its discretion and at its expense, (a) make available to Company

at no additional expense an alternative solution that contains materially equivalent functionality as the Application and does not degrade the performance or quality of the SAFE-T Services, or (b) if Elavon is unable to accomplish the foregoing remedy after using commercially reasonable efforts, discontinue providing the SAFE-T Services and reimburse to Company a portion of the fees paid by Company based on a three-year straight line depreciation basis for any purchased equipment that Company is unable to use with an alternative third party provider and that Company returns to Elavon. If Elavon discontinues providing the SAFE-T Services, Company may terminate the Agreement without any obligation to pay the Early Termination Fee by notifying Elavon in writing within 60 days of Company's receipt of Elavon's notice of the discontinuation. If Company does not terminate the Agreement within such 60-day period, the Agreement will continue in full force and effect without the SAFE-T Services. Elavon will not be liable to Company or to any third party for any modification or discontinuance of the Gateway Services as described in this Section 5.

6. **Export and Import Regulations.** Company acknowledges that the Application contains cryptographic features and is subject to United States, Canada, and local country laws governing import, export, distribution and use. Company is responsible for compliance by Company with United States, Canada, and local country laws and regulations and will not export or transmit the Application (i) in violation of any export control laws of the United States, Canada or any other country, or (ii) in respect of SAFE-T Services provided by Elavon, Inc., to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.
7. **U.S. Government Restricted Rights.** If the Application is accessed or used by any agency or other part of the U.S. Government, the U.S. Government acknowledges that (i) the Application and accompanying materials constitute "commercial computer software" and "commercial computer software documentation" under paragraphs 252.227.14 and 252.227.7202 of the DoD Supplement to the Federal Acquisition Regulations ("DFARS") or any successor regulations, and the Government is acquiring only the usage rights specifically granted in the Agreement; and (ii) the Application constitutes "restricted computer software" under paragraph 52.227 19 of the Federal Acquisition Regulations ("FAR") or any successor regulations and the government's usage rights are defined in the Agreement and the FAR.
8. **Fees and Payment.** Company will pay Elavon the fees set forth on the Enrollment Form for the sublicense to the Application granted to Company hereunder (the "Encryption Terminal Application License Fees") and for the services provided by Elavon with respect to encryption key injection (the "Encryption Terminal Application Load and Key Injection Fees"). The Encryption Terminal Application License Fees and Encryption Terminal Application Load and Key Injection Fees will each be assessed per POS Device and will be due and payable upon the effective date of this Addendum.

**Special Terms Applicable to Applications Sublicensed from Verifone, Inc.**

If Company has received a sublicense to an Application provided by Verifone, Inc., the following additional terms and conditions will apply:

- A. **Territory.** Notwithstanding anything in the Addendum or elsewhere in the Agreement to the contrary, Company may use the Application solely as installed on Company's POS Devices located in the United States.
- B. **Limitation of Liability.** NOTWITHSTANDING ANYTHING IN THE AGREEMENT, INCLUDING THIS ADDENDUM, TO THE CONTRARY, IN NO EVENT WILL ELAVON'S LICENSORS, SUPPLIERS, OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OR DATA, LOST PROFITS OR BUSINESS INTERRUPTION) BY OR ON BEHALF OF COMPANY OR ANY CLAIMS BY ANY THIRD PARTIES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE PROVISION OR USE OF THE APPLICATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ELAVON'S LICENSORS, SUPPLIERS, OR AGENTS HAVE ANY OBLIGATION TO DEFEND OR INDEMNIFY COMPANY FOR ANY CLAIMS ARISING IN ANY WAY OUT OF THE PROVISION OR USE OF THE APPLICATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Special Terms Applicable to Applications Sublicensed from Voltage Security, Inc.**

If Company has received a sublicense to an Application provided by Voltage Security, Inc., the following additional terms and conditions will apply:

- A. **Territory.** Company may use the Application solely as installed on Company’s POS Devices located in the United States or Canada, as applicable.
- B. **Limitation of Liability.** NOTWITHSTANDING ANYTHING IN THE AGREEMENT, INCLUDING THIS ADDENDUM, TO THE CONTRARY, IN NO EVENT WILL ELAVON’S LICENSORS, SUPPLIERS OR AGENTS BE LIABLE FOR ANY DIRECT DAMAGES, NOR WILL ELAVON’S LICENSORS, SUPPLIERS, OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES (IN EACH CASE, INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OR DATA, LOST PROFITS OR BUSINESS INTERRUPTION) BY OR ON BEHALF OF COMPANY OR ANY CLAIMS BY ANY THIRD PARTIES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE PROVISION OR USE OF THE APPLICATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ELAVON’S LICENSORS, SUPPLIERS, OR AGENTS HAVE ANY OBLIGATION TO DEFEND OR INDEMNIFY COMPANY FOR ANY CLAIMS ARISING IN ANY WAY OUT OF THE PROVISION OR USE OF THE APPLICATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- C. **Third Party Beneficiary.** Voltage Security, Inc. (and its successors and permitted assigns) is a designated third party beneficiary in respect of SAFE-T Services provided by Elavon, Inc., in the United States under this Exhibit A with the right to enforce all terms related to the Application under this Exhibit A directly against Company and, in respect of SAFE-T Services provided in Canada, Voltage Security, Inc. (and its successors and permitted assigns) is assigned by Elavon Canada Company the right to enforce such rights by way of subrogation. Governing law for any claim brought by Voltage Security, Inc. (and its successors and permitted assigns) will be the law of the jurisdiction within the United States or Canada in which the claim is brought; provided, that if Company is a government entity or institution in the United States, governing law for any such claim will be as set forth in Schedule B to the Agreement.

**EXHIBIT B TO ADDENDUM****Equipment Schedule**

If Company elects to purchase Equipment from Elavon, this Exhibit B will be a part of the Addendum.

**1. Equipment and Pricing.**

- a) Purchased Equipment. Company has elected to purchase the Purchased Equipment set forth on the Enrollment Form from Elavon. The fees payable by Company for the Purchased Equipment are set forth on the Enrollment Form.
- b) Shipping. The fees payable by Company for shipment of the Purchased Equipment to the location or locations designated by Company are set forth on the Enrollment Form; provided, however, if the shipping fees are not set forth on the Enrollment Form, then all actual costs and expenses of shipping will be paid by Company. Provided that the Purchased Equipment is shipped using Elavon’s freight account, Elavon will bear the risk of loss of such Purchased Equipment until the time of delivery to Company; if the Company directs Elavon to utilize any other shipping method, Company expressly acknowledges and agrees that all risk of loss for the Purchased Equipment will pass to Company when the Purchased Equipment is tendered by Elavon or on Elavon’s behalf to the carrier for shipment to Company.

2. **Terminal Software and Encryption Keys.** Elavon will install the encryption keys and licensed software onto Company’s POS Devices specified on the Enrollment Form prior to delivery of such POS Devices to Company, and Company will pay the applicable fees set forth on the Enrollment Form for any encryption keys or licensed software that Company receives.

**3. Warranty Terms.**

OEM Warranty: Any standard warranties provided by the original equipment manufacturer (“OEM”) of the Purchased Equipment are, to the fullest extent permitted by the OEM, passed through to Company at no additional cost to Company; and the OEM (and not Elavon) will be responsible for honoring any such OEM warranty. With respect to any POS Device purchased from Elavon, Elavon and/or its equipment vendor will facilitate the OEM warranty service as follows:

Prior to returning any POS Device under an OEM warranty, Company must first obtain a return merchandise authorization number (“RMA Number”) from Elavon. Company must then ship such POS Device to Elavon’s equipment vendor at the address provided by Elavon, with reference to the RMA Number. Elavon’s equipment vendor will either handle the OEM warranty issue itself or ship the POS Device to the OEM for further handling. Upon Elavon’s equipment vendor either handling the warranty issue itself or receiving a repaired or replacement POS Device from the OEM, Elavon’s equipment vendor will ship the repaired or replacement POS Device to Company.

Company will bear the risk of loss of any returned POS Device until the time of delivery to Elavon’s equipment vendor with proper reference to the RMA Number. For any repaired or replacement POS Device shipped to Company, the risk of loss will transfer to Company at the time of delivery to Company. In all cases, Company will be responsible for all shipping and handling costs associated with such OEM warranty service, including reimbursing Elavon for any shipping and handling costs paid by Elavon on Company’s behalf.

If Company has selected additional warranty options for POS Devices purchased from Elavon, as indicated on the Enrollment Form, the following terms will apply, as applicable, limited only to such POS Devices purchased from Elavon (and specifically excluding any other peripheral equipment purchased from Elavon and all equipment purchased from a third party):

**Premium Advanced Exchange Program:**

The Premium Advanced Exchange Program provides the following services during the applicable warranty period as specified on the Enrollment Form, which will commence on the date of shipment of the POS Device to Company:

- i. If a POS Device requires service, on Company’s request, Elavon will ship a like-model, refurbished POS Device to Company for delivery the next business day (provided Company’s request is received prior to 6 p.m. Eastern time) at no additional cost to Company. The refurbished POS Device will be configured and tested prior to shipment to Company.

- ii. Company will be provided with a call tag to enable Elavon to retrieve or cause the retrieval of Company's POS Device requiring service. Company must use the call tag promptly upon receipt. If Elavon does not receive the POS Device requiring service within 30 days of the issuance of the call tag, Company may be charged the cost of a new replacement POS Device.
- iii. Elavon will retrieve or cause the retrieval of the POS Device requiring service at no additional cost to Company.
- iv. Elavon will bill Company, and Company will be responsible for paying Elavon, for the costs of repairing POS Devices retrieved by Elavon unless such repairs are covered by the OEM warranty.

With regard to the Premium Advanced Exchange Program: (a) Company must initiate the exchange process with Elavon, and (b) Elavon will bear the risk of loss of the refurbished POS Device sent to Company and the POS Device requiring service while such POS Devices are in the possession of Elavon or its freight carrier, and Company will bear the risk of loss at all other times.

Premium Repair Warranty Program:

The Premium Repair Warranty Program provides the following services during the applicable warranty period as specified on the Enrollment Form, which will commence on the date of shipment of the POS Device to Company:

- i. All repair fees, service, and parts related to any repair of the POS Device, other than with respect to repairs attributable to misuse or abuse of the POS Device or cosmetic damage not affecting the performance of the POS Device.
- ii. Cleaning and testing of repaired POS Devices.

With regard to the Premium Repair Warranty Program: (a) Company must obtain an RMA Number from Elavon in order to initiate the warranty process, and (b) Elavon will bear the risk of loss of the repaired POS Device while such POS Device is in the possession of Elavon or its freight carrier, and Company will bear the risk of loss at all other times.

For the avoidance of doubt, any and all warranties provided under this Addendum, including this Exhibit B, will not extend to any equipment, software or hardware purchased from any third party.

4. **Miscellaneous Terms/Disclaimer.** This Exhibit B is supplemental to and forms a part of this Addendum, the terms of which are fully applicable hereto. IN THE EVENT OF ANY DEFECT, MALFUNCTION, ERROR, OR DAMAGE TO ANY PURCHASED EQUIPMENT PROVIDED HEREUNDER, ELAVON'S SOLE OBLIGATION WILL BE THE PROVISION OF WARRANTY SERVICE PURSUANT TO THE WARRANTY OPTION (IF ANY) SELECTED BY COMPANY ON THE ENROLLMENT FORM, AND COMPANY'S SOLE REMEDIES WITH RESPECT TO ELAVON WILL BE THE RECEIPT OF WARRANTY SERVICE FROM ELAVON OR ITS DESIGNEE PURSUANT TO SUCH WARRANTY OPTION OR UNDER THE MANUFACTURER'S WARRANTY. ELAVON WILL HAVE NO LIABILITY TO COMPANY FOR COSTS, LOSSES, OR DAMAGES OF ANY KIND OR NATURE, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR OTHERWISE, WITH RESPECT TO ANY SUCH DEFECT, MALFUNCTION, ERROR, OR DAMAGE.

**EXHIBIT C TO ADDENDUM****Simplify and Bridge Software License**

This Exhibit C will be a part of the Addendum.

**Section A – Terms and Conditions for Simplify License**

1. **Definitions.** Capitalized terms used in this Exhibit C (the “Simplify License”) and not otherwise defined herein will have the meanings ascribed to them in the glossary set forth in Section B of this Simplify License or, if not defined in such glossary, as defined in the Agreement.
2. **License Grant and Permitted Use.**
  - a) Subject to the terms and conditions of the Agreement and the Addendum (including, without limitation, this Exhibit C), and the payment of all applicable fees, Elavon hereby grants to Company a limited, personal, non-exclusive, non-sublicensable (except as specifically set forth herein), and non-assignable (except as permitted under Section 15.5 of Schedule A to the Agreement) license in the United States and Canada, as applicable, during the Term to use and allow Authorized Users to use the Simplify Software as installed on Company’s POS Devices owned or otherwise controlled by Company and to install, use, and allow Authorized Users to use any subsequent Releases of such Simplify Software provided to Company from time to time, solely for Company’s internal business purposes to process data in accordance with the Documentation. This Simplify License permits Company to use the Simplify Software only on the total number of POS Devices set forth on the Enrollment Form. Company is not permitted to use the Simplify Software to service any other POS Devices unless permitted by Elavon in writing. Company is not authorized to make copies of the Simplify Software.
  - b) Elavon hereby grants to Company a limited, personal, non-exclusive, non-sublicensable (except as specifically set forth herein), and non-assignable (except as permitted under Section 15.5 of Schedule A to the Agreement) license during the Term to use and to allow Authorized Users to use the Documentation solely in connection with access to and use of the Simplify Software pursuant to this Simplify License. Company will have the right to make a reasonable number of copies of the Documentation, at no additional charge, solely for Company’s own internal business purposes in connection with access to and use of the Simplify Software under this Simplify License; provided, however, that all proprietary markings of Elavon must be affixed and retained by Company on any such copies.
  - c) Except as provided in this Simplify License, Company will not: (i) copy, re-sell, reproduce, transfer, rent, lease, pledge, sublicense, distribute or republish in any form or by any means or allow another to use or access the Licensed Materials, or any portion thereof, including, without limitation, to provide outsourcing, service bureau, hosting services or training to third parties; (ii) alter, modify or otherwise prepare derivative works of the Licensed Materials; (iii) reverse engineer, disassemble or decompile the Simplify Software, or any part thereof; (iv) remove, change or obliterate the copyright, trade secret or other proprietary protection legends or notices which appear on or in the Licensed Materials; or (v) combine any Licensed Materials with any unauthorized third party software. Company will not access or use, and it will not permit any Authorized Users to access or use, the Licensed Materials or proprietary materials disclosed to Company for the purpose of creating, in whole or in part, a system that is functionally competitive with the Simplify Software. Company will promptly notify Elavon of and will otherwise cooperate with Elavon in preventing any unauthorized access to, or use or copying of, the Licensed Materials by Authorized Users or any other third party.
  - d) All rights not expressly granted to Company under this Simplify License are reserved by Elavon.
3. **Delivery and Installation.**
  - a) All installation of the Simplify Software, other than installation of Releases (as described below) must be conducted by or at the direction of Elavon. If Company purchases POS Devices from Elavon via the Enrollment Form or subsequent to the Effective Date, the Simplify Software will be installed on such terminals prior to shipment to Company.
  - b) Delivery of the Simplify Software by Elavon will be deemed to have occurred when a POS Device with the Simplify Software installed is tendered by Elavon or on Elavon’s behalf to a carrier for shipment to Company. Elavon will deliver one copy of the Documentation to Company in a format determined by Elavon.

#### 4. **Limited Warranties; Disclaimers.**

- a) Elavon warrants as follows:
  - i) During the Warranty Period, the Simplify Software will include the functionality described in and will perform substantially in accordance with the Documentation in all material respects, provided that the Simplify Software is used in accordance with the terms of this Simplify License and the Documentation. If the Simplify Software does not perform as warranted during the Warranty Period and Elavon is unable to remedy such nonconformity within a reasonable time after receiving written notice thereof, Elavon will, as Company's sole and exclusive remedy, refund to Company the fees paid hereunder for the Licensed Materials, upon the return of the Licensed Materials by Company.
  - ii) Elavon will use commercially reasonable measures to screen the Simplify Software to avoid introducing any computer virus that is designed (A) to permit unauthorized access or use by third parties to the Simplify Software, (B) to damage, erase or delay access to the Simplify Software, or (C) to perform any other similar actions. Elavon will not insert any code or other device into any Simplify Software that would have the effect of disabling, damaging, erasing, delaying or otherwise shutting down all or any portion of the Simplify Software.
  - iii) The Simplify Software Support Services (as defined below) will be performed in a professional and workmanlike manner. Elavon will have and maintain sufficient resources to perform the Simplify Software Support Services in accordance with this Simplify License.
- b) **Limitations.** Elavon's obligations under **Section 4(a)** of this Simplify License will not apply: (i) to any modifications, alterations or customizations developed by or on behalf of Company; (ii) if the Licensed Materials are not used on the equipment specified or in accordance with the Documentation; (iii) if the Licensed Materials have been installed, implemented, customized, modified, enhanced or altered by any third party (except any third party utilized by Elavon to provide services under this Simplify License); (iv) if Company is not using the most recent Release of the Licensed Materials; or (v) to any error or defect caused by Company, an Authorized User or any third party (except any third party utilized by Elavon to provide services under this Simplify License) or third party software.

#### 5. **Simplify Software Support Services; Releases.**

- a) **Simplify Software Support Services.** Subject to Company's payment of the Simplify Software Support Services Fees, Elavon will provide Company with the following support services (the "**Simplify Software Support Services**"):
  - i) Providing Company with solutions to any known material problem relating to each installation of the Simplify Software in a timely manner as such solutions become known to Elavon;
  - ii) Using commercially reasonable efforts to supply timely corrections for problems reported to Elavon by Company that Elavon can reproduce in a currently supported version of the Simplify Software;
  - iii) Furnishing a reasonable level of telephone support, as determined by Elavon, in the form of counsel and advice on use and maintenance of the Simplify Software; and
  - iv) Providing Company with new Releases of the Simplify Software as provided herein.
- b) **Simplify Software Support Services Fees.** Company will pay the fees for the Simplify Software Support Services set forth on the Enrollment Form (the "**Simplify Software Support Services Fees**").
- c) **New Releases.** Company will be entitled to receive all new Releases of the Simplify Software, including Major Releases, provided that Company complies with the terms set forth in this Simplify License, including, without limitation, the payment of all Simplify Software Support Services Fees in full when due. Elavon will provide new Releases of the Simplify Software to Company in a manner consistent with the provision of new Application Releases. Elavon will not be responsible for any updates, upgrades or changes to Company's computer systems that may be necessary in conjunction with delivery, installation or use of any new Release of the Simplify Software.
- d) **Supported Releases.** Elavon will provide Simplify Software Support Services to Company only for (i) the then-current Release of the Simplify Software, if Company licenses an Application from Voltage Security, Inc., or (ii) the then-current Release and, for no more than 14 days following the delivery of the then-current Release, the immediately prior Release of the Simplify Software, if Company licenses an Application from Verifone, Inc. (collectively, a "**Supported Release**"); provided that Company complies with the terms and conditions of this Simplify License and the Documentation, including, without limitation, payment obligations.
- e) **Unsupported Releases.** If Company uses any Release other than a Supported Release (an "**Unsupported Release**"), except for providing telephone support under Section 5(a)(iii) above for the Unsupported Release, Elavon will have no obligation to provide any other Simplify Software Support Services for such Unsupported Release; **provided**, that Company will not thereby be relieved of its obligation to pay the Simplify Software Support Services Fees. Elavon, in its sole discretion, may elect to provide Simplify Software Support Services for Unsupported Releases at an additional charge to be mutually determined by the parties in writing, but Elavon will have no obligation to do so. Whether or not Elavon elects to provide Simplify Software Support Services for an Unsupported Release, Elavon will have no responsibility or liability for the compliance or non-compliance of any such Unsupported Release with industry standards, Laws or Payment Network Regulations.



**6. Responsibilities of Company.**

- a) Company Data. Company acknowledges the Simplify Software does not verify accuracy of information or format of any data or information input by Company.
- b) Company Telecommunications. Company will be responsible for ensuring that its telecommunications connectivity, and any such connectivity provided by any third party on behalf of Company, is properly certified and maintained and complies with applicable industry rules and regulations, including Payment Network Regulations.
- c) Company Systems and Equipment. Company will be responsible for ensuring that the systems and equipment, including, without limitation, any POS Devices and any systems or equipment of third-party vendors used by Company, remain certified and compatible with the most recent Release of the Simplify Software. Elavon will not be responsible for any updates, upgrades, or changes to Company’s systems or equipment, including, without limitation, the POS Device or any third-party systems or equipment, that may be necessary in conjunction with delivery, installation or use of the Simplify Software. Failure of the Company’s systems or equipment, including, without limitation, the POS Device, or any third-party systems, to remain certified or to be compatible and function with a Supported Release of the Simplify Software as regulated and/or required will excuse Elavon from any and all liability under this Simplify License and in connection with any other services that Elavon may be providing to Company for the failure of the Simplify Software to perform in accordance with the Documentation. If Company has obtained Purchased Equipment from Elavon, Elavon will ensure that each new Release of the Simplify Software is compatible with the Purchased Equipment until the end-of-life date established by the terminal manufacturer for such Purchased Equipment.
- d) ELAVON DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS OR ADEQUACY OF ANY DATA OR OTHER INFORMATION PROVIDED OR MADE AVAILABLE BY COMPANY OR ITS AUTHORIZED USERS, AND ELAVON WILL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCONFORMITY IN THE DATA OR RESULTS FROM USING THE LICENSED MATERIALS, EXCEPT TO THE EXTENT DIRECTLY CAUSED BY A FAILURE OF THE LICENSED MATERIALS TO PERFORM IN ACCORDANCE WITH THE DOCUMENTATION.
- e) Compliance by Company’s Authorized Users. Company is responsible for compliance by each of its Authorized Users with the terms and conditions of this Simplify License and is responsible and liable for all access and use by Authorized Users and acts or omissions of Authorized Users under this Simplify License.

**7. Fees and Payment.** Company will pay Elavon the Simplify Software Support Services Fees and such other fees for the Simplify Software (collectively, the “Simplify Software Fees”) set forth on the Enrollment Form or otherwise agreed by the parties in writing. All Simplify Software Fees will be assessed per POS Device and are non-refundable, except as otherwise provided in this Simplify License or Addendum, and are subject to the following terms:

- (a) Simplify License Fees: The Simplify License Fees will be due and payable upon the effective date of this Addendum.
- (b) Simplify Software Support Services Fees: The Simplify Software Support Services Fees will be due and payable upon the date of Company’s first use of the Simplify Software in a production environment and annually thereafter upon the anniversary of the date of first production use of the Simplify Software. Elavon may increase the Simplify Software Support Services Fees annually upon at least 60 days’ written notice to Company.

**8. Ownership and Reservation of Rights.** Elavon retains all right, title and interest, including, without limitation, all Intellectual Property Rights, in and to the Licensed Materials, and all Customizations. No rights in the Licensed Materials, or Customizations are granted to Company other than those limited license rights expressly set forth in this Simplify License. If any right, title or interest in and to any Licensed Materials or to any Customizations developed by Company or Elavon is deemed to vest in Company, Company hereby assigns and agrees to assign to Elavon all worldwide right, title, and interest in and to such Licensed Materials and to any Customizations, including all Intellectual Property Rights therein.

**Section B – Glossary for Simplify License**

**Customizations** means any works of authorship, work product, and any invention, process, method, development, design, schematic, or technical information, whether patentable or not, including, without limitation, documentation, software or enhancement, improvements, alterations, or derivatives of the Simplify Software or the Licensed Materials developed by Elavon, either alone or jointly with others, in connection with the provision of Simplify Software Support Services.

**Licensed Materials** means one installed copy of the executable code (i.e. object code) of the Simplify Software per authorized Company POS Device and a copy of the Documentation reasonably necessary for a user to operate the Simplify Software and any permitted copies of the foregoing.

**Major Release** means any additional or replacement code or Documentation provided by Elavon that adds major new capabilities or functionality to the Licensed Materials, as designated by a change in the number to the left of the decimal point in the version number (e.g., from version 1.0 to 2.0). Major Release does not include new or additional modules of Licensed Materials, which must be licensed separately from Elavon.

**Minor Release** means any additional or replacement code or Documentation provided by Elavon that does not add major new capabilities or functionality and that is made generally available by Elavon to its customers using the applicable Major Release of the Licensed Materials, as designated by a change in the number to the right of the decimal point in the version number (e.g., from version 1.1 to version 1.2).

**Release** means Major Releases, Minor Releases and Revisions, collectively.

**Revision** means any product temporary fix, error corrections, work-around, or other maintenance correction made available by Elavon to its customers, as designated by a change in the number to the right of the second decimal point in the version number (e.g., from 1.1.1 to 1.1.2).

**Simplify Software** means the installed version of the software application referred to and marketed as the Simplify software, including any Releases made available by Elavon to Company under this Simplify License.

**Simplify Software Fees** means the applicable fees for the Licensed Materials, Simplify Software, Simplify Software Support Services, and any other services or products, as set forth on the Enrollment Form.

**Simplify Software Support Services** means the support services provided by Elavon to Company, as set forth in Section 5 of this Simplify License.

**Supported Release** has the meaning given to it in Section 5(d) of this Simplify License.

**Unsupported Release** has the meaning given to it in Section 5(e) of this Simplify License.

**Warranty Period** means the period beginning on the Effective Date and ending on the earlier of 90 days from the Effective Date or the date of Company's first use in a production environment of a POS Device on which the Simplify Software is installed.

### Section C – Elavon Bridge License

1. **Applicability.** If Company has elected or is technically required to receive the Elavon Bridge software to facilitate the Gateway Services, the terms and conditions of this Section C will apply.
2. **License Grant and Permitted Use.**
  - e) Subject to the terms and conditions of the Agreement (including this Addendum), Elavon hereby grants to Company a limited, personal, non-exclusive, non-sublicensable (except as provided herein), and non-transferable (except in connection with a permitted assignment of the Agreement) license for the Term to use the Elavon Bridge as installed on Company's hardware solely to facilitate the Gateway Services (the "**Bridge License**").
  - f) Except as set forth above, Company will not (i) reproduce, market, distribute (electronically or otherwise), sell, assign, pledge, lease, deliver, license, sublicense, outsource, rent or otherwise transfer the Elavon Bridge to any third party or use the Elavon Bridge for service bureau, time-sharing, or other third-party use or to provide hosting or remote processing services to a third party; (ii) alter, modify or otherwise prepare derivative works of the Elavon Bridge; (iii) reverse engineer, disassemble or decompile the Elavon Bridge, or any part thereof; (iv) remove, change or obliterate the copyright, trade secret or other proprietary protection legends or notices which appear on or in the Elavon Bridge; or (v) combine any Elavon Bridge with any unauthorized third party software. Company will not access or use, and it will not permit any Authorized Users to access or use, the Elavon Bridge or proprietary materials disclosed to Company for the purpose of creating, in whole or in part, a system that is functionally competitive with the Elavon Bridge. Company will promptly notify Elavon of and will otherwise cooperate with Elavon in preventing any unauthorized access to, or use or copying of, the Elavon Bridge by Authorized Users or any other third party. Elavon and its designated agents may monitor and audit Company's use of the Elavon Bridge for purposes of verifying compliance with this Addendum.
  - g) Company may sublicense the foregoing license to its Affiliated Entities (if applicable), provided that Company will be responsible for the acts and omissions of such Affiliated Entities as if the same were performed by Company.
  - h) All rights not expressly granted to Company under this Bridge License are reserved by Elavon.

3. **Installation.** All installation of the Elavon Bridge must be conducted by or at the direction of Elavon. Either Company will install the Elavon Bridge or Elavon will remotely install the Elavon Bridge on Company’s hardware after consultation with Company as to the timing of such installation. Company will allow Elavon all access to Company’s hardware and related systems necessary to install the Elavon Bridge and any new releases.
4. **Malicious Code.** Elavon will use commercially reasonable measures to screen the Elavon Bridge to avoid introducing any computer virus that is designed (A) to permit unauthorized access or use by third parties to the Elavon Bridge, (B) to damage, erase or delay access to the Elavon Bridge, or (C) to perform any other similar actions. Elavon will not insert any code or other device into any Elavon Bridge that would have the effect of disabling, damaging, erasing, delaying or otherwise shutting down all or any portion of the Elavon Bridge.
5. **Bridge Support Services; Feedback.**
- f) **Bridge Support Services.** Elavon will provide Company with the following support services (the “Bridge Support Services”):
- v) Providing Company with solutions to any known material problem relating to each installation of the Elavon Bridge in a timely manner as such solutions become known to Elavon;
  - vi) Using commercially reasonable efforts to supply timely corrections for problems reported to Elavon by Company that Elavon can reproduce in a currently supported version of the Elavon Bridge;
  - vii) Furnishing a reasonable level of telephone support, as determined by Elavon, in the form of counsel and advice on use and maintenance of the Elavon Bridge;
  - viii) Providing Company with new releases of the Elavon Bridge (so long as Company complies with the terms set forth in this Bridge License).
- g) **Limited Warranty.** The Bridge Support Services will be performed in a professional and workmanlike manner. Elavon will have and maintain sufficient resources to perform the Bridge Support Services in accordance with this Bridge License.
- h) **Feedback.** Company has no obligation to provide Elavon any suggestions, comments, or other feedback regarding the Elavon Bridge (collectively, “**Feedback**”). If Company nonetheless provides Feedback to Elavon, Company agrees that Elavon may freely use, disclose, reproduce, license, distribute, and otherwise commercialize the Feedback in any products, technology, services, specifications or other documentation of Elavon or its Affiliates. Feedback will not constitute Confidential Information, even if it would otherwise qualify as such pursuant to the Agreement.
6. **Responsibilities of Company.**
- f) **Company Systems and Equipment.** Company will be responsible for ensuring that the systems and equipment, including any POS Devices and any systems or equipment of third-party vendors used by Company, remain certified and compatible with the most recent release of the Elavon Bridge. Elavon will not be responsible for any updates, upgrades, or changes to Company’s systems or equipment, including the POS Device or any third-party systems or equipment, that may be necessary in conjunction with delivery, installation or use of the Elavon Bridge. Failure of the Company’s systems or equipment, including POS Device, or any third-party systems, to remain certified or to be compatible and function with the most recent release of the Elavon Bridge as regulated or required will excuse Elavon from all liability under this Bridge License and in connection with any other services that Elavon may be providing to Company for the failure of the Elavon Bridge to perform in accordance with its specifications.
- g) ELAVON DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS OR ADEQUACY OF ANY DATA OR OTHER INFORMATION PROVIDED OR MADE AVAILABLE BY COMPANY OR ITS AUTHORIZED USERS, AND ELAVON WILL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCONFORMITY IN THE DATA OR RESULTS FROM USING THE ELAVON BRIDGE, EXCEPT TO THE EXTENT DIRECTLY CAUSED BY A FAILURE OF THE ELAVON BRIDGE TO PERFORM IN ACCORDANCE WITH ITS SPECIFICATIONS.
- h) **Compliance by Company’s Authorized Users.** Company is responsible for compliance by each of its Authorized Users with the terms and conditions of this Bridge License and is responsible and liable for all access and use by Authorized Users and acts or omissions of Authorized Users under this Bridge License.