

Gateway Schedule

This Gateway Schedule (“**Gateway Schedule**”) is a Schedule to the Merchant Agreement and sets forth the terms and conditions applicable to the Gateway. Capitalized terms used but not otherwise defined in this Gateway Schedule shall have the meanings prescribed in Merchant Agreement.

Gateway; Direct Gateway; Embedded Gateway

The payment gateway transmits Transactions and associated Transaction Data between the point-of-sale (e.g. payment terminals, online websites, mobile applications, etc.) to the payment processing platforms used by Processor in connection with Processor’s provision of Merchant Services (“**Gateway**”). Direct Gateway is when the Gateway is integrated directly with one or more Merchant Systems (“**Direct Gateway**”). Embedded Gateway is when the Gateway is integrated with Processor Systems, systems of a Payment Network, or embedded or included as part of an Additional Merchant Product independent from Merchant Systems (“**Embedded Gateway**”). The Gateway may be compatible and used in conjunction with other Additional Merchant Product(s) as may be set forth in this Gateway Schedule or the Schedule governing such Additional Merchant Product(s). Gateway shall be considered Software under the Merchant Agreement.

Direct Gateway License

Processor grants to Merchant a non-exclusive, non-assignable, and non-transferrable limited, royalty-free, revocable license to access and use the Direct Gateway including updates thereto, for the sole purpose of Merchant presenting Transactions for processing in connection with the Merchant Services under the Merchant Agreement (“**Direct Gateway License**”). Nothing in this Gateway Schedule or the Merchant Agreement assigns, transfers or creates any rights, title or interest for Merchant (whether express or implied, by estoppel or otherwise). Any and all right, title, or interests associated with the Gateway that is not expressly granted by Processor is expressly withheld.

Direct Gateway Implementation and Trial Authorizations

As part of its implementation of a Direct Gateway, Merchant authorizes Processor to conduct live, non-test Transactions in a de minimis amount to verify connectivity of the Gateway (“**Trial Authorizations**”). Processor may initiate a Void or reversal of the Trial Authorizations; however, Merchant acknowledges that each Trial Authorization may result Merchant incurring Fees under the Merchant Agreement and/or other fees from its Providers.

Dependent Solutions Dependent Solutions for Direct Gateway include:

- An internet or other telecommunication carrier connection and access with adequate bandwidth capacity;
- Merchant Systems compatible with the Gateway

Processor Responsibilities Processor is responsible for the following:

- Making the Direct Gateway available to Merchant pursuant to a mutually agreeable implementation plan and Embedded Gateway available as part of the Merchant Services and/or any Additional Merchant Product provided to Merchant

Merchant’s Responsibilities Merchant is solely and exclusively responsible for the following with respect to the Direct Gateway:

- Sending and retrieving data timings from any Card issuer or a Payment Network’s systems.
- Completely and accurately implementing the Direct Gateway according to Processor’ operating instructions along with any updates thereto.
- Changes requested by Merchant, including if such changes require down-time of the Gateway during business service hours
- Delays caused by or arising out of any products or services used by Merchant (including those from a Provider) in connection with the Direct Gateway or the Direct Gateway License, including any Dependent Solutions, unless such products or services are provided by Processor under the Merchant Agreement.