

Paze® Wallet Schedule

This Paze Wallet Schedule (“**Paze Schedule**”) is a Schedule to the Merchant Agreement and sets forth the terms and conditions applicable to Paze Wallet as defined and described herein. This Paze Schedule applies upon activation of Paze Wallet in connection with Hosted Payment Page(s) or any other compatible Additional Merchant Product that Merchant receives from Processor.

Paze Wallet

An online checkout solution that enables an end-user to initiate payment to Merchant using the end-user's credit and debit cards from participating financial institution Issuers consolidated into the Paze Directory and related Paze Service(s) as more fully described in the Paze Rules (“**Paze Wallet**”). Each Transaction initiated by an end-user using the Paze Wallet is considered a Paze Transaction under the Paze Rules. Paze Wallet is considered Software under the Merchant Agreement. Applicable portions of the Merchant Agreement together with this Paze Schedule shall be considered a Wallet Services Agreement under the Paze Rules.

Features and Functionality

- End-user who selects Paze Wallet is automatically routed to content owned or managed by EWS to select a Card stored within the Paze Wallet to complete and/or other information to proceed with the Paze Transaction and upon completion routed back to the applicable Hosted Payment Page or other Additional Merchant Product to complete the Transaction
- The Payment Network or Issuer associated with the Card selected by an end-user utilizing Paze Wallet is recognized by Processor Systems and processed as its applicable Elected Card Type

Dependent Solutions

- A Hosted Payment Page or other Additional Merchant Product from Processor that Processor has determined or otherwise designated as compatible with Paze Wallet enablement together with any Dependent Solutions thereof
- Gateway provided to Merchant from Processor and all Dependent Solutions thereof

Processor Obligations. Processor is responsible for the following:

- Subject to any instructions, requirements, standards, and other expectations of EWS, Processor will use commercially reasonable efforts to enable or otherwise make Paze Wallet available to Merchant via Hosted Payment Page(s) and/or other compatible Additional Merchant Products used by Merchant
- For portions of Service Documents not publicly available, Processor will provide or otherwise make the Service Documents and any applicable updates thereto available to Merchant, in any manner permitted for Communications under the Merchant Agreement, subject to Merchant's confidentiality obligations in the Merchant Agreement.

Merchant Obligations. By its access to and/or use of any Hosted Payment Page or other Additional Merchant Product with Paze Wallet enabled, Merchant expressly agrees and affirms each of the following:

- Merchant's Elected Card Types include those supported by Paze Wallet.
- Merchant is and will remain in compliance with the Service Documents and all applicable Paze Rules.
- Merchant will not refuse to process, decline, or otherwise establish limits or restrictions on Paze Transactions in a manner that discriminates against such Paze Transactions relative to any other digital wallet or comparable service supported by Merchant.
- Transaction Data submitted in connection with a Paze Transaction was not altered, changed, or otherwise modified prior to its submission to Processor for processing under the Merchant Agreement, and should any such alterations, changes or modifications occur (i) such Transaction shall no longer be considered a Paze Transaction and (ii) neither Processor or EWS will have any obligation or liability to Merchant with respect to such altered Transaction.
- Merchant consents to Processor's use, sharing, and/or exchanging of information and data obtained in connection with its provision or enablement of Paze Wallet with EWS.
- If Merchant provides Processor or EWS with any reports, evaluations, suggestions for improvements, or other feedback regarding all or any part of the Paze Wallet, Paze Service or any other products or

services of EWS (collectively, "Feedback"), then Merchant hereby grants to each Processor and EWS, as applicable, a perpetual, worldwide license to use, disclose, publish, profit from, and otherwise exploit such Feedback, without restriction and without any attribution or compensation to Merchant or any applicable individual, for any purpose.

- Merchant will provide Processor and/or EWS with information related to any Complaint(s) (as defined in Paze Rules) as soon as possible upon receipt or knowledge thereof.
- Information related to Complaints may be used by EWS for the purpose of monitoring, managing, and addressing Complaints, modifying the Paze Service, and making determinations related to Merchant's continued access to the Paze Wallet and/or Paze Services.
- Merchant has obtained any necessary consents from end-users, Cardholders, Providers, and/or other third parties to share information related to Feedback, Paze Transaction(s), and/or Complaints with Processor and EWS.
- Merchant has (i) received and reviewed the Service Documents, including the Paze Rules, (ii) is aware of Merchant's rights and obligations thereunder, and (iii) agrees to be bound by, and comply with (and cause any Provider used in connection with the Paze Wallet, Paze Services, or Paze Transactions to comply with), the Service Documents in connection with its access to and use of Paze Wallet, Paze Service(s), and any Paze Transactions.

Third Party Beneficiary Rights; Exclusion of Third Party Liability. EWS is an intentional and intended third party beneficiary to this Paze Schedule. Merchant acknowledges and agrees that EWS may, at any time in its sole discretion, enforce the terms of this Paze Schedule and applicable portions of the Merchant Agreement against Merchant in connection with Merchant's use of Paze Wallet, Paze Services, Paze Directory and/or Paze Transactions. In addition, EWS has the right to conduct a review of or request information directly from Merchant to verify Merchant's compliance with the terms of this Paze Schedule. Merchant further acknowledges and agrees that EWS shall have no liability arising out of this Paze Schedule or the Paze Wallet, including, without limitation, any duties, or obligations (contractual, at law or otherwise) owed by Processor to Merchant or Merchant to Processor under this Paze Schedule or the Merchant Agreement.

Suspension; Termination. In addition to any suspension or termination rights under the Merchant Agreement, Merchant's access to and use of the Paze Wallet or Paze Services may be limited, suspended, or terminated at any time, with or without notice, upon the occurrence of any of the following: (i) Merchant (or a third party used by Merchant) is associated with activity that Processor or EWS determines, in their sole but reasonable discretion, that poses a material risk to EWS, (ii) Processor no longer is an authorized distributor of Paze Wallet or Paze Services, (iii) Merchant has breached, or EWS or Processor cannot reasonably determine Merchant's compliance with, Merchant's obligations under this Paze Schedule, the Merchant Agreement, or the Service Documents and/or (iv) any other circumstances outlined in the Service Documents.

Definitions. Capitalized terms used but not otherwise defined in this Paze Schedule shall have the meanings set forth below or as otherwise provided in the Paze Rules (defined below) or the Merchant Agreement.

"EWS" means Early Warning Services, LLC

"Paze Rules" means Paze Service Distributor Operating Rules together with all other applicable rules and procedures that govern Merchant's participation in, and use of the Paze Wallet and Paze Services, as may be updated or amended by EWS from time to time.

"Paze Service" has the meaning set forth in the Paze Rules, as may be modified, supplemented, or replaced from time to time by EWS. References to "Paze Services" under this Paze Schedule shall also include application of Paze Rules applicable to Paze Directory, Paze Technology, and Service Integration.

"Service Documents" means the Paze Rules, other rules, guides, marketing or branding guidelines (including the Paze Marketing Guidelines and Paze Style Guide) manuals, policies, bulletins, system requirements, technical specifications, release notes, and/or other materials created by EWS from time to time in connection with Paze Wallet, Paze Transactions and/or Paze Services, as may be updated or amended by EWS from time to time.