Tempus Technologies® Tokenization Service Schedule

This Tempus Technologies Tokenization Service Schedule ("**Tokenization Schedule**") is a Tempus Schedule to the Tempus Appendix and sets forth the terms applicable to the Tokenization Services as defined and described herein. Capitalized terms used but not defined in this Tokenization Schedule are defined in the Tempus Appendix.

Tempus Technologies Tokenization Service

Tempus will substitute and replace certain data provided to Tempus by Customer, including sensitive data such as cardholder data and/or depository account data, with a unique random string of alpha or numeric characters associated with such provided data (each a "**Token**" and collectively, "**Tokens**"), store such data in Tempus' token repository, and issue Customer the Token(s) in exchange to be used by Customer in place of such sensitive data (the "**Tokenization Services**"). The Tokenization Services are considered Software as defined in the Tempus Appendix and therefore subject to the Software Exhibit thereto. Tokens issued by Tempus are not derived from the data provided by Customer. Tokens are considered index tokens or vaulted tokens. Tokens do not preserve format or make any resemblance to the provided data.

Shared Tokens

Subject to (i) Tempus approval and (ii) Customer being a Group Participant, Customer, together with all other Group Participants who receive Tokenization Services from Tempus, may utilize any Token provided to any Group Participant ("**Shared Tokens**"). Shared Tokens are no longer unique to any one Group Participant and are considered Tokens of each Group Participant. In connection with Shared Tokens, Customer authorizes Tempus to use Customer's transaction data and disclose Tokens generated for Customer to other Group Participants. Shared Tokens are considered Shared Services and Shared Data under the Tempus Appendix.

Features and Functionality of the Tokenization Services:

- Customer will use Access Credentials to access the Tokenization Services.
- Customer can submit the following data in exchange for a Token:
    - Cardholder information, including:
        - Primary Account Number.
        - Expiration Date.
        - Billing Address Information.
        - Cardholder name.
        - Payment Network brand.
        - Banking Identification Number (BIN) Data of Card.
    - Depository account data, including:
        - Routing Number.
        - Account Number.
    - A token generated by a Provider used by Customer.
- Customer can modify the sensitive data associated with a Token.
- Customer can delete a Token.
- Customer can use Token(s) to initiate payment transactions, verify addresses, or perform account validation in connection with other Tempus Service(s) or certain services Customer obtains from Provider(s).

Tempus Responsibilities:

- Tempus shall comply with all applicable laws and Payment Network Rules applicable to Tempus and the Tokenization Services.
- Tempus shall store and maintain the Tokens, Cardholder information, depository account data, and other personally identifiable information or other sensitive data provided by Customer in connection with the Tokenization Services in a manner consistent with industry standards, and to the extent applicable, the Payment Card Industry Data Security Standards ("**PCI-DSS**"). Token repository is maintained by Tempus to store data provided by Customer in exchange for a Token in an encrypted format and, with respect to Primary Account Number(s) such data may also be stored in masked or truncated formats.

Customer Responsibilities:

- Customer must follow the procedures provided by Tempus in connection with implementing, accessing, operating, or otherwise using the Tokenization Services.
- The Tokenization Services must only be used for a commercial purpose and in a manner consistent with this Tokenization Schedule and the Tempus Appendix
- Systems used by Customer must retain functionality to enable a cardholder to manually update their cardholder data, depository account information, or other personally identifiable information ("**Updated Consumer Data**").
- Customer is responsible for ensuring its Tokens are updated upon Customer's receipt of Updated Consumer Data.
- The Customer's systems must have software capable of consuming the Software published by Tempus Technologies for the Tokenization Services ("Compatible Software"). This Compatible Software is a Dependent Solution as defined in the Tempus Appendix.
- The Customer stores the Token(s) issued by Tempus as part of the Tokenization Services. The Customer is exclusively responsible for Customer's collection and transmission of any sensitive data to Tempus in connection with the Tokenization Services.

DISCLAIMERS; LIMITATION OF LIABILITY

- T**HE TOKENIZATION SOLUTION DOES NOT, ON ITS OWN, CAUSE CUSTOMER OR IN ANY WAY GUARANTEE CUSTOMER'S COMPLIANCE WITH ITS OBLIGATIONS UNDER APPLICABLE LAWS, INCLUDING PRIVACY LAWS, OR NETWORK RULES, OR AGAINST AN UNAUTHORIZED BREACH OF CUSTOMER'S SYSTEMS. CUSTOMER'S USE OF THE TOKENIZATION SERVICES DOES NOT ELIMINATE CUSTOMER'S OBLIGATIONS TO COMPLY WITH PCI-DSS, ANY OTHER NETWORK RULES, OR APPLICABLE LAWS.**
- **USE OF THE TOKENIZATION SERVICES IS AT CUSTOMER'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOKENIZATION SERVICES IS PROVIDED "AS IS", AND TEMPUS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED) WITH REGARD TO THE TOKENIZATION SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR THAT THE TOKENIZATION SERVICES WILL FUNCTION UNINTERRUPTED OR ERROR-FREE.**