## Tempus Technologies® Web Solution Service Schedule

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

## Tempus Technologies Web Solutions

Tempus will provide or otherwise make available to Customer a Tempus-hosted payment web page with the capacity to capture payment information and/or other data entered by end-users ("**Web Solution**"), which when integrated with Tempus' Payment Gateway and/or other Tempus Services enables Customer to accept various forms of payment. Each Web Solution is considered Software and subject to the terms and conditions of the Software Exhibit.

## Web Solution Features and Functionality

- Integration of each Web Solution with the Payment Gateway to enable encrypted transmission of transaction data and other necessary information associated with payments initiated using a Web Solution to the Payment Gateway.
- Customer can elect the payment types to include on each Web Solution (e.g. Card, Check, or depository account).
- Customer can include prompts for the certain payment account information and/or other identifying data components, such as invoice number, account number, customer number, zip code, etc. ("Payor Identifiers") with enabled payment types and designate certain fields as required from the end-user.
- Reporting fields for reconciliation include Payor Identifiers
- Customer can elect to enable alternative payments optionality in a Web Solution (e.g. Digital Wallet Solutions) that are included in the Tempus Services provided to Customer.

## **Customer Obligations**

- Tempus Services provided to Customer under the Tempus Appendix include Payment Gateway, which is considered a Dependent Solution for each Web Solution.
- Each Web Solution must only be used for Customer's bona fide business purpose and in a manner consistent with this Web Solution Schedule and the Tempus Appendix.
- Customer acknowledges the Web Solution and any domains or telephone numbers obtained or used by Tempus in connection with any Web Solution, even those obtained at Customer's request, shall be considered Tempus Property.
- Customer is exclusively responsible for compliance with all laws and Network Rules applicable to
  Customer's use of each Web Solutions, including ensuring that any communication (email, text message or
  otherwise) with an individual in connection with a Web Solution is compliant with the Controlling the Assault
  of Non-Solicited Pornography and Marketing Act (CAN-SPAM Act), the Telephone Consumer Protection Act
  (TCPA) and any similar applicable state or federal laws or regulations.
- Customer acknowledges that the Web Solution does not include verification that any end-user has not previously opted-out of receiving communications from Customer or that any email or phone number associated with an end-user is not included on any national "Do-Not-Call" or "Do-Not-Solicit" or similar list or registry.
- Customer is exclusively responsible for ensuring Payor Identifiers do not include highly sensitive personal identifying information, including Protected Health Information, full primary account data, etc. unless expressly agreed to by Tempus in writing.
- Customer acknowledges that payment confirmation receipts generated by any Web Solution may not include such itemization or details. Customer is responsible for ensuring end-users are provided transaction receipts which include itemization and details required by the Network Rules.

<u>Configurations</u>. The configurations and their associated features of each Web Solution are more fully described below. Customization to include additional features or functionality to a Web Solution may be available but would require a Statement of Work.

**iFrame**. The Web Solution is embedded directly into Customer's existing webpage using an inline frame that is generated and displayed through an application program interface connection ("**iFrame**"). Customization for iFrame may otherwise be as set forth in a Statement of Work.

*iFrame Features and Functionality:* 

- A temporary authenticated connection is created through an application program interface and associated with a unique code identifier ("Session ID") each time the iFrame is displayed.
- Customer can define or create timeout and/or expiration parameters for each Session ID.
- Customer can customize the iFrame to include:
  - Payer Identifier information provided by Customer to Tempus be pre-populated and displayed within the iFrame
  - Reporting fields for reconciliation include Payor Identifiers and other end-user data associated with the iFrame as designated by Customer
  - o Customize passthrough values to be included in the iFrames response to Customer
  - Designate the amount to charge the payment method collected within the iFrame
- Customer can request the iFrame be styled to match the UI/UX of the customer's web page to provide a seamless experience when end users are interacting with the iFrame.
- Customer can receive an action activity response from the iFrame (e.g. Approval Code, Card Brand, Financial Institution, etc.), which Customer can use to display a summary to the end-user

*iFrame Customer Responsibilities:* In addition to the Web Solution Customer Responsibilities, Customer is also responsible for the following when using iFrame

- Customer must generate a new Session ID each time the iFrame is displayed or accessed
- Customer is exclusively responsible for any activity resulting from or in connection with a reused Session ID and/or Customer's failure to obtain a new Session ID each time the iFrame is displayed or accessed.
- Customer is responsible for ensuring the Token assigned to a payment method in a Tempus Tokenization iFrame experience is unique across all payment tokens generated through the iFrame.
- Customer is responsible for providing transaction receipts to end-users
- The customer is responsible for ensuring the iFrame is not used to edit any payment methods stored on file, and that it is treated as a collection of brand new payment details only.

**Guest Payment Page.** The Web Solution is accessed via a web browser using a unique domain name obtained by Tempus that enables the end-user to remit payment to Customer without using or registering an online account or otherwise requiring log-in (e.g. username and password) information ("**Guest Payment Page**").

Guest Payment Page Features and Functionality:

- Tempus will provide a single URL associated with the Guest Payment Page to Customer, which Customer can (a) use in connection with existing webpage(s) Customer owns or controls and/or (b) distribute to multiple end-users.
- Customer can elect to include Payor Identifiers on the Guest Payment Page and/or require the end-users to complete Payer Identifier fields on the Guest Payment Page
- Customer may request and Tempus will use best efforts to obtain a vanity domain which aligns with Customer's marketing or other branding objectives as the domain for the Guest Payment Page or otherwise enable automatic forwarding from the vanity domain to the original Guest Payment Page domain.
- Customer can elect payment transaction receipts be automatically generated and sent to end-users to the email entered or otherwise displayed on the Guest Payment Page

*Invite-2-Pay.* Though an application program interface connection between Customer and Tempus, the URL associated with a Guest Payment Page is sent directly to end-user payors by email and/or text message ("Invite-2-Pay").

Invite-2-Pay Features and Functionality:

- The features and functionality of Guest Payment Page (above) are included; except, a multi-functional URL is not provided to Customer for use in connection with Customer's webpage(s) or otherwise distribute to multiple end-users (except through Invite-2-Pay Invitations, defined below)
- Customer can customize Invite-2-Pay to include:
  - o Payor Identifiers provided by Customer to Tempus be pre-populated and displayed
  - Designate the amount to charge the payment method collected
- Customer can elect in each application program interface connection whether to send Invite-2-Pay via text message, email, or both ("Invite-2-Pay Invitation") to the end-user
- Customer can elect for Tempus to generate Invite-2-Pay Invitation(s) on Customer's behalf
- Customer can elect payment transaction receipts be automatically generated and sent to end-users to the email displayed or otherwise used in connection with Invite-2-Pay

*Invite-2-Pay Customer Responsibilities:* In addition to the Web Solution Customer Responsibilities, Customer is also responsible for the following when using Invite-2-Pay:

- Customer is responsible for securing all necessary consents and authorities from each individual person
  to share personally identifying information of such individual (including emails, phone numbers, and/or
  other contact information) with Tempus and for the express purpose of Tempus effectuating an email
  and/or text message on Customer's behalf to such individual.
- Customer is responsible for ensuring any necessary "opt-out" instructions and opportunities are provided to end-user recipients of each Invite-2-Pay Invitation.
- By using Invite-2-Pay, Customer represents and warrants to Tempus that it has the authority to send an Invite-2-Pay Invitation to the end user, including to (i) any end-user who may have previously opted-out from receiving such communications from Customer or (ii) an email or phone number included on any national "Do-Not-Call" or "Do-Not-Solicit" or similar list or registry.