



MANAGEMENT SERVICE CREDIT CARD AGREEMENT

This Management Service Agreement (the “Agreement”) is made and effective this date ___/___/_____
(the “Effective Date”).

BETWEEN: PAYMENT AUTHORITIES LLC (herein referred to as “Service Provider”), a
Company organized an existing under the laws of the state of Massachusetts with its head
office located at 39 Deer Run, Southwick, Ma 01077.

AND: _____(the “Merchant”), a Business/establishment
with main address: _____

RECITALS

WHEREAS, Service Provider is an establishment that provides merchant payment processing
management and auditing service.

WHEREAS, Merchant desires to retain the Service of the Service Provider for the purpose of providing
certain monitoring, auditing and other payment-related services with the objective of containing and/or
reducing the expenses related to processing credit card and other fees and charges, as described in this
Agreement (the “Services”);

WHEREAS Merchant agrees to engage the Service Provider as an independent contractor to perform such
Services and the Service Provider hereby agrees to provide such services to the Merchant.

**By clicking on the “I AGREE” button or a similar affirmation, or by acknowledging acceptance of the
Agreement by any other method allowed by Service Provider, or by using or accessing the Services through
any means permissible including, without limitation via a computer or a mobile application, Merchant
acknowledges and agrees that: (i) it has reviewed and understands the Agreement; (ii) it agrees to be legally
bound by the terms and conditions of the Agreement; and (iii) its use of the Services and any related
products or services will be governed by this Agreement. If Merchant does not agree or is not willing to be
bound by the terms and conditions of this Agreement, Merchant should not click on the “I AGREE” button
and should not seek to obtain or use the Services in any way whatsoever.**

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the
receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. CAPACITY

By accepting the terms and conditions of this Agreement, Merchant represents and warrants that:
(a) the person executing this Agreement on behalf of Merchant is 18 years of age or older, (b) all
information Merchant has provided to Service Provider is true and correct in all respects, (c)



Merchant will update Service Provider by email with any changes to information merchant has previously supplied, and (d) Merchant has legal authority to accept the terms and conditions of this Agreement and that such acceptance will be binding on Merchant. Service Provider reserves the right in its sole discretion to refuse to provide Merchant with the Services (as defined below).

2. SERVICES

- a) **Working Backward (historical billing):** The Merchant hereby retains the Service Provider in accordance with the terms provided in this Agreement and the Service Provider hereby agrees to audit the Merchant's credit card payment processor statements for previous transactions processed on behalf of the Merchant.

The Service Provider shall provide the Merchant with an easy to understand analysis, plus also advise about cost inconsistencies. As the representative of the Merchant, the Service Provider will contact the Credit Card Company on Merchant's behalf seeking a refund of overbilling.

For the purpose of this Agreement, the above-referenced audit services shall cover transactions within the past thirty six (36) calendar months unless specified otherwise or unless Merchant fails to provide Service Provider with sufficient information to conduct such an audit.

- b) **Moving Forward:** On the Credit Card Statement Release, the Service Provider will review the statement for inaccuracies, change of processing rates and other related MSP or Processor, issues. Service Provider will notify Merchant of inconsistencies found (or not found). This will be a monthly through Statement Simple merchant portal., on behalf of the Merchant, Service Provider will contact Credit Card Company on their behalf to argue any issues regarding overbilling or other changes to the agreement based on the Credit Card Merchant Agreement signed by the Merchant.
- c) **Limited Power of Attorney:** Merchant hereby designates the Service Provider as its agent to negotiate and discuss its credit card processing needs with all relevant third parties, including, but not limited to Merchant's service providers, payment processors, banks or related companies.
- d) **Other Services:** In addition to Statement Simple which is mandatory for our management solution, other services related to credit card processing may be offered to the Merchant to enhance and secure their business operations and to protect said Merchant whenever possible.

Best Business Practices: The Service Provider will seek to do as follows:

1. Use its commercially reasonable efforts to recover excess amounts, or amount saved (as revealed by the auditing service) by the Merchant from Merchant's service providers, payment processors, banks or related companies.
2. Have the rights to recommend new and reliable companies to Merchant for the purpose of moving its payment processing to such new companies. The Service Provider shall not be liable for added rates, or fee increase to merchant's current processing provider.
3. Audit statements for every month.



4. Handle the Merchant's solicitation with its current payment processor.
5. Provide the Merchant with recommendation on terminals or processing solutions.
6. Assist the Merchant with Compliance with and ensuring Payment Card Industry Data Security Standard (PCI DSS) are properly implemented.

3. BILLING TERMS

- a) **Working Backwards:** In payment for the Services, the Merchant agrees to pay the Service Provider an amount equal to 50% of all amounts recovered (or saved) by the Merchant from its merchant service providers, payment processors, banks or related companies. This shall also include credit, refund, sign-on bonuses received by Merchant or any negotiation for more favorable terms on behalf of the Merchant receives value. This will be a one-time payment due to the Service Provider within thirty (30) days of Service Provider sending an invoice to Merchant.
- b) **Moving Forward:** Merchant shall pay to Service Provider a monthly management fee (the "Monthly Management Fee" equal to fifty percent (50%) of all savings and benefits (the "Benefits" received by Merchant during the Term of this Agreement, calculated monthly by the Service Provider in its reasonable discretion. Merchant's Benefits in any given month shall be equal to the sum of (i) any sign-on or similar bonuses or payments received by Merchant in any given month and (ii) the difference between (A) the Merchant's "Baseline Fees" (as defined below, including any adjustments) and (B) Merchant's "Negotiated Fees" (as defined below). For each payment processing transaction, including, but not limited to, changes in credit card processor, negotiation of new credit card processing fees or renegotiation of credit card processing fees previously negotiated (each a "Transaction"), facilitated or recommended by the Service Provider, the Merchant's baseline credit card processing fees (the "Baseline Fees") and Merchant's negotiated credit card processing fees (the "Negotiated Fees") shall be determined in good faith by the Service Provider. The Baseline Fees shall initially be equal to the sum of all credit card processing fees paid or incurred by Merchant to its credit card processor, including both flat fees and percentage-based fees. In the event that Merchant's gross sales are greater in any given month than in its sales in the first month the Baseline Fees were calculated, the Service Provider may increase the Baseline Fees to reflect additional fees equal to the increased sales figure, multiplied by any percentage-based fee that Merchant was initially being charged. In addition, any time Merchant's credit card processor announces or declares any new or additional fee or an increase in any percentage-based fee, the Service Provider may increase the Baseline Fees by an amount equal to the cumulative increase as determined by the Service Provider in its reasonable discretion. For avoidance of doubt, the Baseline Fees may be adjusted after the initial month to exceed the monthly credit card processing fees paid or incurred by Merchant when this Agreement is entered into and the Baseline Fees may be increased to amounts greater than any amount Merchant has paid or incurred to reflect announced or declared fee increases which are prevented or negotiated by the Service Provider. As used herein, the phrase "credit card processing fees" shall include all fees charged by a credit card processor or related to credit card processing, including, but not limited to, PCI, the discount rate, transaction fees, the qualified rate, EMV fees, network fees and surcharge fees. The Negotiated Fees shall be equal to the



Merchant's total credit card processing fees paid or incurred in any given month going forward, which may be adjusted monthly or more frequently if the Service Provider facilitates or recommends a Transaction; provided that Merchant's Negotiated Fees shall be reduced by any fees or expenses which are passed onto its customers in any form, including surcharging or any related transaction; provided further that any fees or expenses passed on to Merchant's customers as described above shall be included in the Benefits and increase the Monthly Management Fee accordingly. For avoidance of doubt, it is expected that the Monthly Management Fee will be adjusted to reflect Transaction(s) in the future. All calculations required pursuant to this section shall be calculated by the Service Provider. In the event that the Merchant fails to provide the Service Provider with adequate documentation to make such calculations, the Service Provider shall be authorized to either estimate the Baseline Fees and Negotiated Fees or deem the Monthly Management Fee to be equal to the highest Monthly Management Fee applicable in any prior month, in the Service Provider's sole discretion. The Monthly Management Fee(s) shall be due and payable regardless of whether Merchant fails to act on Service Provider's recommendation(s) or engages in a recommended Transaction without Service Provider's involvement. Monthly Management Fee(s) shall be paid by Merchant to Service Provider monthly. A sample calculation of the Monthly Management Fee(s) in a hypothetical fact pattern may be attached hereto by Service Provider as Exhibit A for illustrative purposes.

- c) **ACH Credit/Debit Authorization:** Payments shall be made through ACH credit or debit payments to the Service Provider. Merchant agrees to expeditiously take any necessary steps to set up the ACH payments to Service Provider. Merchant authorizes recurring debits or credit card charges for all amounts due and payable by Merchant to Service Provider. Merchant hereby authorizes Service Provider to charge/debit its account or credit card for all amounts due pursuant to this Agreement (including, but not limited to, the Termination Fee as described below) on or after the effective date of this Agreement. This authorization is to remain in full force and effect until the Service Provider has received written notification from the Merchant of its termination.
- d) **Base Fee for Statement Simple:** In addition to the amounts described above, during the term of this Agreement, Merchant will pay a monthly management fee (based on Service Provider's regular fee schedule which may be updated from time to time) for the Statement Simple monthly audit program.
- e) **Late fee:** A charge of one and one-half percent (1.5%) per month, or the legal maximum if less, shall accrue on any amount payable by Merchant to Service Provider under this Agreement until paid in full. In addition to the late charge, Service Provider shall also be required to reimburse Service Provider for all costs incurred by Service Provider in connection with the collection of any delinquent payment hereunder, including but not limited to, attorney's fees and court costs. Merchant shall also be required to pay Service Provider an additional \$50.00 for any returned EFT/ACH as reimbursement for any costs and expenses incurred by Service Provider.
- f) **Disputes:** Merchant shall promptly notify Service Provider of any disputed charges pursuant to this Agreement. All disputes by Merchant must be made in good faith and within 30 days of the date of the disputed charge or invoice. All charges and invoices shall be deemed approved by Merchant unless Merchant objects in writing within 30 days of the date of the applicable charge or invoice.



4. INFORMATION & MATERIALS

- a) Merchant will be solely responsible to supply the Service Provider all information, materials, data, and documents necessary to perform the Services agreed under this Agreement.
- b) Merchant acknowledges and agrees that the accuracy of financial information supplied to Service Provider is the sole responsibility of the Merchant.
- c) Service Provider shall not be held responsible for the production of inaccurate financial statements, records, and billings or any other financial reports if the financial data submitted by the Merchant is inaccurate.
- d) In the event Merchant processing provider not send the processing statement directly to the Service Provider, the Merchant shall be responsible for providing the Service Provider with monthly statements of transaction.

5. TERM

This Agreement is effective on the date written above and shall continue in full force until terminated by either party pursuant to this Agreement.

6. INDEPENDENT CONTRACTOR STATUS

- a) Service Provider shall provide the Services as an independent contractor
- b) Service Provider shall not act as an employee, agent or broker of the Merchant.
- c) As an independent contractor, Service Provider will be solely responsible for paying any and all taxes levied by applicable laws on its compensation. Service Provider understands that Merchant will not withhold any amounts for payment of any taxes from Service Provider's compensation.

7. EXPENSES

- a) The Merchant agrees to reimburse any pre-approved out of pocket expenses incurred by the Service Provider in connection with the Services within 10 days of request for reimbursement by Service Provider, including, but not limited to, travel expenses, audit fees, tax fees, payroll service fees, etc.
- b) The Merchant will receive a quote of expected expenses in advance will be asked to approve it for the expenses incurred.

8. CONFIDENTIALITY

Each Party (the “Receiving Party”) hereby agrees (a) to hold the other party’s (the “Disclosing Party’s”) confidential information in strict confidence and to take reasonable precautions to protect such confidential information and (b) not to divulge such confidential information or make any use of such confidential information except as contemplated under this Agreement. Notwithstanding any provision of this Agreement to the contrary, each party may disclose confidential information of the other party to the extent it is required to be disclosed pursuant to a valid order or requirement of a governmental agency or court of competent jurisdiction.



9. TERMINATION

This Agreement shall have a minimum term of three (3) years; provided that after the third anniversary of the effective date, either part may terminate this Agreement for any reason by or no reason by providing forty-five (45) days written notice (“Termination Notice”) to the other party. Notwithstanding any other provision of this Agreement, in the event that Merchant terminates this Agreement within twelve (12) months of a Transaction (as defined above), the Merchant shall remain liable to the Service Provider for the Monthly Management Fee for a period of twelve (12) months after the last Transaction (the “Termination Fee”). The Service Provider may in its sole discretion elect to estimate the amount of the Termination Fee based on the then applicable Monthly Management Fee due in the month in which the Service Provider receives the Termination Notice and invoice Merchant for the full amount of the Termination Fee calculated as described above, in which event the Termination Fee will be due and payable within thirty (30) days of the invoice date. The Termination Fee shall be calculated by the Service Provider in its reasonable discretion. In the event that the Merchant fails to provide the Service Provider with adequate documentation to determine the amount of the Termination Fee, the Service Provider shall be authorized to either estimate the Baseline Fees and Negotiated Fees or deem the Termination Fee to be equal to the product of (i) the highest Monthly Management Fee applicable in any prior month; multiplied by (ii) the difference between (A) twelve and (B) the number of full calendar months which have elapsed since the last Transaction as described above, in the Service Provider’s sole discretion. The Termination Fee shall be due in addition to any other Monthly Management Fee(s) or other amounts payable by the Merchant to the Service Provider and payment of the Termination Fee shall not discharge any of Merchant’s other obligations.

10. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. SERVICE PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ENTIRELY ERROR-FREE OR THAT MERCHANT WILL INCUR SAVINGS OR PRICE REDUCTIONS. MERCHANT MAY NOT RELY UPON ANY REPRESENTATION OR WARRANTY REGARDING THE SERVICES BY ANY THIRD PARTY IN CONTRAVENTION OF THE FOREGOING STATEMENTS, INCLUDING REPRESENTATIONS OR WARRANTIES OF ANY MERCHANT SERVICE PROVIDER. SERVICE PROVIDER SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE SERVICES, OR OTHER SERVICES OR GOODS PROVIDED UNDER THIS AGREEMENT. MERCHANT UNDERSTANDS AND AGREES THAT SERVICE PROVIDER SHALL BEAR NO RISK WITH RESPECT TO MERCHANT’S SALE OF PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY RISK ASSOCIATED WITH CARD FRAUD OR CHARGEBACKS.

11. LIMITATIONS OF LIABILITY



UNDER NO CIRCUMSTANCES (I) WILL SERVICE PROVIDER OR ANY OF ITS PARENTS, AFFILIATES OR VENDORS (OR ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF THE PARTIES, OR ITS PARENTS, AFFILIATES OR VENDORS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGE OR LOSS SUFFERED OR INCURRED BY MERCHANT, REGARDLESS OF THE FORM OF ACTION, OR ANY LOSS OF REVENUE, PROFITS OR BUSINESS, ANTICIPATED SAVINGS, PRICE INCREASES, LOSS OF GOODWILL OR REPUTATION, COSTS OF DELAY, LOST OR DAMAGED DATA, OR THE INCURRING OF LIABILITY FOR LOSS OR DAMAGE OF ANY NATURE WHATSOEVER SUFFERED BY THIRD PARTIES, ALL WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) WILL SERVICE PROVIDER'S TOTAL AGGREGATE LIABILITY TO MERCHANT UNDER THIS AGREEMENT EXCEED THE AGGREGATE COMPENSATION SERVICE PROVIDER RECEIVED FOR PROVIDING THE TRANSACTION SERVICES TO MERCHANT DURING THE SIX (6) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO EXCLUDE OR LIMIT LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, MERCHANT EXPRESSLY AGREES THAT SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY LOSS (HOWEVER OCCURRING, INCLUDING NEGLIGENCE), ARISING FROM OR RELATED TO: (A) MERCHANT'S FAILURE TO PROPERLY ACTIVATE, INTEGRATE OR SECURE MERCHANT'S PAYMENT ACCOUNT(S); (B) FRAUDULENT TRANSACTIONS PROCESSED THROUGH MERCHANT'S PAYMENT ACCOUNT(S); (C) DISRUPTION OF TRANSACTION SERVICES, SYSTEMS, SERVER OR WEBSITE BY ANY MEANS, INCLUDING WITHOUT LIMITATION, DDOS ATTACKS, SOFTWARE VIRUSES, TROJAN HORSES, WORMS, TIME BOMBS, OR ANY OTHER TECHNOLOGY; (D) ACTIONS OR INACTIONS BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, A MERCHANT SERVICE PROVIDER, PAYMENT PROCESSOR OR BANK; OR (E) THE LIMITATION OF THE FUNCTIONING OF ANY TRANSACTION SERVICES OR SOFTWARE, HARDWARE, OR EQUIPMENT ASSOCIATED THEREWITH.

SERVICE PROVIDER MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE WHATSOEVER IN RELATION TO THIRD PARTY PRODUCTS OR SERVICES. MERCHANT'S USE OF THIRD-PARTY PRODUCTS AND SERVICES IS AT MERCHANT'S OWN RISK REGARDLESS OF WHETHER SUCH THIRD-PARTY PRODUCTS OR SERVICES WERE RECOMMENDED BY SERVICE PROVIDER. SERVICE PROVIDER ASSUMES NO RESPONSIBILITY AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR CLAIMS OF LOSS AND/OR FRAUD INCURRED RESULTING FROM THE USE OF OR CONCLUSIONS DRAWN FROM ANY THIRD-PARTY PRODUCT OR SERVICE, REGARDLESS OF WHETHER OR NOT SERVICE PROVIDER IS A RESELLER OF OR REFERRAL AGENT FOR SUCH PRODUCT OR SERVICE.

12. ASSIGNMENT

- a) Merchant may not assign any of its rights under this Agreement or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of Service Provider.
- b) Any attempt by Merchant to so assign, transfer, or subcontract any rights, duties, or obligations



arising hereunder shall be void and of no effect.

13. NOTICES

All notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by email before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses above written.

14. ARBITRATION

If any claim arises out of or relating to this Agreement or the breach thereof the parties having a claim shall agree upon the selection of an arbitrator and a method of arbitration to resolve said dispute. The arbitrator selected shall be an attorney licensed to practice in Massachusetts or a retired Massachusetts Superior or Appeals Court judge. If no agreement for arbitration is entered into between such parties within ninety (90) days of the receipt of written notice from one to the other requesting arbitration and the appointment of an arbitrator, such claim shall be settled by arbitration in the City of Springfield in accordance with the rules then in effect of the Uniform Arbitration statute adopted by the Commonwealth of Massachusetts, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Except as otherwise provided herein, each party shall be responsible for its attorney's fees and the cost of arbitration shall be shared equally by the parties in arbitration. The arbitrator shall not have the authority to award punitive damages.

FOR ACTIONS THAT ARE NOT SUBJECT TO MANDATORY ARBITRATION UNDER THIS SECTION, THE PARTIES HERETO SUBMIT AND IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN SPRINGFIELD, MASSACHUSETTS, AND AGREE NOT TO RAISE AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION BASED UPON *FORUM NON CONVENIENS* OR ANY OTHER OBJECTION SUCH PARTY MAY NOW HAVE OR HEREAFTER HAVE TO SUCH JURISDICTION OR VENUE.

EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OTHER TRANSACTION AGREEMENTS, OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND



REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

15. SEVERABILITY

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, in the state of Massachusetts or federal law, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

16. INDEMNIFICATION

Subject to the limitations on liability described above, each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party its affiliates, subsidiaries, successors and assigns officers, directors, employees, sublicensees, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including attorneys' fees and court costs) which arise directly or indirectly out of or relate to (a) any breach of this Agreement, or (b) the gross negligence or willful misconduct of a party or its employees or agents.

17. COMPLIANCE BY MERCHANT

Merchant represents and warrants that it will comply, at Merchant's own expense, with all laws, policies, guidelines, regulations, ordinances, rules applicable to Merchant, this Agreement, end user data, confidential information, privacy, the transactions described herein and/or orders of any governmental authority or regulatory body having jurisdiction over the subject matter hereof, including but not limited to, the Federal Trade Commission.

18. MOBILE DEVICE APPLICATION

If Merchant chooses to download and use any of Service Provider's mobile device application(s), Merchant's use of the application shall be subject to additional usage terms governing such application located within the application service provider's user interface.

19. ENTIRE AGREEMENT; AMENDMENT

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.

20. WAIVER

The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach



of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

21. NO STRICT CONSTRUCTION

The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

22. COUNTERPARTS

For the convenience of the parties and to facilitate execution, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

23. GOVERNING LAW

This Agreement is to be construed in accordance with and governed by the internal laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]



IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

SERVICE PROVIDER

MERCHANT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

Email to send Communications to

Phone Number



Exhibit A

Sample Calculation of Monthly Management Fee(s)

[TO BE PROVIDED UPON REQUEST]