

MX POS END-USER LICENSE AGREEMENT

PLEASE READ THIS MX POS END-USER LICENSE AGREEMENT (THE “**AGREEMENT**”) CAREFULLY. THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF MX POS (THE “**LICENSED APPLICATION**”) MADE AVAILABLE TO YOU BY PRIORITY TECHNOLOGY HOLDINGS, INC., A DELAWARE CORPORATION (“**LICENSOR**”). BY CLICKING THE “I AGREE” BUTTON, DOWNLOADING, INSTALLING, OR OTHERWISE USING THE LICENSED APPLICATION, YOU EXPRESSLY AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE THE LICENSED APPLICATION AND SHOULD REMOVE IT FROM YOUR SYSTEM IF YOU HAVE DOWNLOADED IT. AS USED HEREIN, “YOU” MEANS ANY INDIVIDUAL WHO ACCESSES OR OTHERWISE USES THE LICENSED APPLICATION.

License

Upon your acceptance of the terms and conditions set forth herein and subject to your payment of any applicable fees when due, Licensor grants to you a non-exclusive, non-transferable, non-sublicensable, limited license to install and use the Licensed Application for your internal use in the United States to collect, store and send money; and to process commercial payments. Such use of the Licensed Application is in machine-readable form only.

License Restrictions

In addition to the other restrictions set forth herein, you expressly agree not to do any of the following: (i) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Licensed Application or any part thereof; (ii) work around technical limitations, or otherwise translate the Licensed Application, in whole or in part; (iii) create derivative works or improvements, whether or not patentable, of the Licensed Application or any portion thereof; (iv) transfer, lease, lend, assign, sublicense, distribute, publish, or otherwise make available the Licensed Application or any features or functionality to any other person or entity for any reason; (v) perform service bureau work, multiple-user licensing or time-sharing arrangements; (vi) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Licensed Application, including any copy thereof; or (vii) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Licensed Application. Use of the Licensed Application on a mobile device or media device not owned, operated and controlled by you constitutes copyright infringement and exceeds the scope of this license. Furthermore, you shall not use the Licensed Application in any manner that violates (a) any intellectual property rights of any person or entity or (b) any applicable law or regulation. In the event you violate the scope of the license rights granted herein, in addition to any other remedy that may be available to Licensor, your license will terminate, and you must uninstall the Licensed Application from your device(s).

Title

Title to and ownership of the Licensed Application, including all improvements, updates and modifications thereto, and all related intellectual property rights, including, without limitation, all copyrights, trademarks, patents, trade secrets and other proprietary information, shall remain with Licensor. Other than the limited license granted herein, you have no other rights with respect to the Licensed Application, whether by estoppel, implication or otherwise.

Updates

Licensor reserves the right to make modifications, updates and/or improvements to the Licensed Application at any time and without prior notice. All modifications, updates and/or improvements to

the Licensed Application are subject to the terms and conditions of this Agreement. You agree that Licensor may use the information you submit to Licensor or through the Licensed Application, including without limitation, technical information about your device, to provide services to you and to improve or support the Licensed Application. Licensor reserves the right to modify, amend, or otherwise revise this Agreement from time to time. Such modifications, amendments or revisions will be posted on the Licensed Application. If you continue to use the Licensed Application following such posting, you are deemed to have agreed to such modifications, amendments or revisions.

Connectivity

You understand that use of the Licensed Application will require a data network connection. You are solely responsible for acquiring the devices, communication lines and connection to a data network required for operating the Licensed Application and any costs associated therewith, including without limitation, data plans, carrier fees or usage costs.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

THE LICENSED APPLICATION IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE LICENSED APPLICATION, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. LICENSOR DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS THAT THE LICENSED APPLICATION WILL CONFORM TO ANY DESCRIPTION, MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED APPLICATION WILL BE UNINTERRUPTED, VIRUS-FREE, ERROR-FREE, FREE OF DEFECTS, THAT DEFECTS IN THE LICENSED APPLICATION WILL BE CORRECTED, OR THAT THE SPEED OF THE SERVICES WILL BE SATISFACTORY TO YOU. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR, ITS AGENTS, OR EMPLOYEES SHALL CREATE ANY WARRANTY, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED APPLICATION IS WITH YOU.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES. IN ANY EVENT, THE AGGREGATE LIABILITY OF LICENSOR UNDER THIS AGREEMENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION OR CLAIM SHALL BE LIMITED TO THE AMOUNT PAID TO LICENSOR BY YOU HEREUNDER FOR THE SPECIFIC PORTION OF THE LICENSED APPLICATION GIVING RISE TO SUCH CAUSE OF ACTION OR CLAIM IN THE 12-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH CAUSE OR ACTION OR CLAIM. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH

OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS.

You may not use any superseded, outdated or uncorrected versions of the Licensed Application. Further, Licensor shall have no liability for loss of data or documentation, it being understood that you are responsible for reasonable backup precautions.

You are responsible for compliance with the Payment Card Industry Data Security Standards (“PCI-DSS”) in connection with your use of the Licensed Application. Licensor shall not be liable for, and you shall indemnify Licensor for, any fines or other liability incurred as a result of your non-compliance with PCI-DSS in connection with your use of the Licensed Application.

Termination

Your license of the Licensed Application shall become effective upon your download, installation or use of the Licensed Application and continue until the earliest of (i) the termination of your agreement with Licensor with regard to the access to Licensed Application and the related services for any reason; (ii) immediately upon your failure to comply with any of the terms and conditions herein or (iii) immediately upon notice of termination, with or without cause, by Licensor. You may terminate the license at any time by uninstalling the Licensed Application. The terms and conditions of this Agreement which by their nature or by their express terms are intended to survive the expiration or termination of this Agreement shall survive any termination or expiration of this Agreement or the license granted hereunder.

Export Regulation

You represent and warrant to Licensor that: (i) your legal address is, and will be during the term of this Agreement, in the United States; and (ii) you are not on any prohibited persons or entities lists maintained by the United States Office of Foreign Assets Control.

The Licensed Application may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Licensed Application to, or make the Licensed Application accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Licensed Application available outside the U.S., if such export, re-export or release is approved by the Licensor.

Contact Information

The contact information of Licensor which you can use for any question and/or communication relating to the Licensed Application is: Priority Technology Holdings, Inc., 2001 Westside Parkway, Suite 155, Alpharetta, Georgia 30004.

Data Ownership; License for Data

In addition to the Licensed Application, Licensor retains all ownership and intellectual property rights to all programs, services, documents, and materials developed and delivered by Licensor under this Agreement. You retain all ownership and intellectual property rights in and to your data that you or your affiliates, customers, merchants, employees, officers, directors, agents, or contractors submit through the Licensed Application (collectively, “Data”). You hereby grant Licensor a royalty free, worldwide, perpetual right and license to use the Data in the performance of the services provided by Licensor in connection with the Licensed Application and to aggregate, compile, share, use, sell, resell, license, sublicense, distribute and/or publish the Data, internally or externally, for Licensor’s

or its affiliates' own benefit or the benefit of third parties, provided that any such use of the Data by Licensor shall be performed in such a manner as to remove any personally identifiable information from the Data and that such external use or publication shall be consistent with applicable PCI-DSS. Such use of the Data by Licensor may include, but not be limited to, the following circumstances: to aggregate data to show trends about the general use of Licensor's services, conduct general market analysis, and compile statistics and publish reports.

Other Agreements

You acknowledge that this Agreement applies only to your use of the Licensed Application and does not replace any other agreements or terms and conditions that may be applicable to the services that you access through the use of the Licensed Application. It is your sole responsibility to comply with all other terms and conditions that may be applicable to such services.

General

This Agreement shall be governed by and construed in accordance with the federal laws of the United States and the laws of the State of Georgia. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods, as amended, shall not apply. Any action relating to this Agreement shall be heard in the federal and state courts in Fulton County, State of Georgia, and you hereby expressly submit to the personal jurisdiction and venue of such courts.

No waiver of this Agreement shall be binding unless it is in writing and signed by an authorized representative of Licensor. No written waiver of any provision of this Agreement shall be considered continuing or operate as a waiver of any other provision or subsequent breach of the same provision.

The failure of Licensor to enforce any provision of this Agreement shall not be construed as a waiver or limitation of Licensor's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Licensor will not be responsible for delays or failures in performance resulting from acts beyond its control. Such acts shall include, but not be limited to, acts of God, strikes, supplier delays, lockouts, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.

In the event that any of the terms of this Agreement is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

The Section headings in this Agreement are for identification purposes only and shall not affect the interpretation of this Agreement or any part hereof.

Licensor, as the owner of the Licensed Application, reserves the right, in its sole discretion, to grant licenses with rights to sublicense the Licensed Application on a non-exclusive basis to third parties.

Privacy Notice

The Privacy Notice found in <https://prth.com/privacy-policy/> shall apply to the use of the Licensed Application.