The numbering below corresponds to the Annex Billable Operations.

A. Payment Orchestration Platform

A.1.2. POP Add-On Module: Card Account Updater

1. Account Updater Service - Scope and Fees

1.1. IXOPAY offers to Customer certain Account Updater Services ("AUS") to be provided through an External Service Provider's ("ESP") relationship with payment card schemes (e.g. VISA, USA, Inc. and MasterCard International Incorporated, amongst others; "Card Schemes"). Upon Customer's request, IXOPAY will submit to ESP a file of current limited and permitted cardholder information provided to IXOPAY (a) by Customer acting as a Merchant, and/or (b) by Merchants subordinated to Customer pursuant to the MSA Authorization Model (each, (a) or (b), a "Participating Merchant"), so that such cardholder information of Participating Merchant's End Clients is transmitted by ESP to the Card Schemes to allow such cardholder information to be matched and verified against information currently on file with the Card Schemes. Participating Merchants may not submit inquiries through the AUS on behalf of any other entity. IXOPAY's submission to ESP will take place at most twice a month. ESP and/or the Card Schemes independently determine the type and scope of cardholder information as well as any other essential means of the processing necessary for the performance of the AUS.

1.2. When a card has been updated, IXOPAY receives a response from the ESP. In the PCI Vault, IXOPAY will then update (i) the previous by the new card number, and (ii) the expiration date, as relevant. Under the circumstances at hand, a response may also include that ESP and/or Card Schemes (iii) close the account, and/or (iv) inform the Participating Merchant to contact the cardholder for updated information (each, (i) to (iv), an "Account Update" as set forth in the applicable section of the Annex Billable Operations.

1.3. The fees for AUS are calculated per Account Update. The Account Update Fees are invoiced to the end of each calendar month in the currency defined in the Order Form. IXOPAY reserves the right to reasonably increase or reduce the Account Update fees at any time subject to 30 days' prior written notification to Customer, in particular following any change to the fees charged by the Card Schemes and/or the ESP in connection with the AUS.

2. Representations, Warranties, Disclaimers, and Other Terms

2.1. In connection with IXOPAY providing Customer the AUS, Customer represents and warrants as follows: (i) Customer will ensure that all Participating Merchants use the AUS solely for the purpose of updating applicable cardholder information in order to complete future pre-authorized applicable transactions in accordance with the applicable "Rules" (meaning the written regulations and procedures issued by the Card Schemes, as amended from time to time, including but not limited to the rules, regulations, operating procedures, guidelines and requirements as may be promulgated or amended from time to time by the Card Schemes, including but not limited to PCI DSS, Visa Cardholder Information Security Program (CISP), MasterCard Site Data Protection (SDP) program, and PA-DSS as well as the requirements of the AUS set forth in the Rules) and all applicable law, and shall not use AUS data for any other purpose; (ii) Customer shall enter into a written agreement with each downstream Participating Merchant that authorizes the Participating Merchant to use AUS and obligates the Participating Merchant to comply with (x) the merchant requirements that may be contained in the Rules (including that Participating Merchants must not be engaged in the business categorized by any of the following merchant category codes: 5962, 5966, 5967, or 7995), and (y) any Card Scheme terms of use governing the use of

the AUS, and (z) the confidentiality and other applicable obligations set forth in the Rules; without limiting the foregoing, Customer must comply with (x) to (y) where Customer itself is a Participating Merchant as set forth in Section 1.1.(a); and (iii) Customer shall at all times comply with all applicable laws and Rules.

2.2. Customer shall, expressly excluding the application of any limitation of liability set forth in the Agreement, indemnify, defend and hold IXOPAY harmless from and against any and all claims, damages, costs, including reasonable attorney's fees, arising out of or in connection with Customer's breach of any of the representations, warranties or conditions of these Account Updater Terms, including those breaches committed by a Participating Merchant related to the AUS.

2.3. Customer agrees to be solely responsible for its participation in and for any liability arising from its use of the AUS; Customer assumes all risk associated with its use of the AUS, and IXOPAY shall have no liability whatsoever to Customer for any liability associated with the AUS or these Account Updater Services Terms, including but not limited to the accuracy or completeness of the information provided via the AUS. In the event the stipulations of the preceding sentence are invalid or unenforceable, the limitations set forth in the Agreement apply.

2.4. Given the nature of the AUS, IXOPAY makes no guarantee for any rate or number of Account Updates. Customer waives any implied and/or statutory warranty and maintenance claims, particularly for lack of reasonably expected or implied warranted characteristics in connection with the provision of the AUS.

2.5. Customer acknowledges that the AUS may be changed at any time by ESP. The terms at hand may be changed in accordance with the following procedure: The Amendment will be notified to Customer's Point of Contact and will become effective if Customer does not object within four weeks after receipt of the notification, and continues to use the AUS after expiry of the objection period. In case of Customer's timely objection, the previous version of these terms remain valid.

3. Term, Definitions

3.1. IXOPAY may terminate the AUS at any time for any reason with immediate effect and cease providing AUS to Customer upon notice to Customer. Customer may terminate the AUS for convenience by giving 30 days' prior written notice. Any termination of the AUS does not affect the continuous validity of the Agreement or any other Products.

3.2. If the contractual relationship between the Parties is governed by a legacy "Platform Agreement", then for the purposes of these Account Updater Service terms, any reference to the term "Customer" shall be deemed a reference to the term "Client", and any reference to the term "End Client" shall be deemed a reference to the term "Customer" as defined in such Platform Agreement.

A.1.3. POP Add-On Module: BI Data Source

1. Scope and Compatibility

1.1. The BI Service enables Customer to query transactions processed within the BI Retention Period ("BI Transaction Data"). The IXOPAY BI API is currently based on the OpenSearch Search API (Apache License v2.0). IXOPAY may replace the underlying components at its reasonable discretion upon two months' prior written notice.

1.2. IXOPAY will provide a new version of the IXOPAY BI API in the following events:

1.2.1. To maintain compatibility with supported OpenSearch versions. IXOPAY's obligation to support previous API versions ends concurrently with OpenSearch's applicable support period.

1.2.2. For non-backward compatible changes to the BI Transaction Data structure or API semantics. Previous versions will be discontinued two months after the new version's announcement. IXOPAY may alter data structures without issuing a new API version if changes are backward-compatible (e.g., adding new data fields).

2. Restrictions

2.1. The BI Service serves strictly as a data source for Customer's internal analysis systems. Excessive query frequencies that endanger system integrity may result in temporary suspension of access.

2.2. BI Transaction Data is not provided in real-time (generally updating within 24 hours) and remains subject to change due to external factors beyond IXOPAY's control (e.g., chargebacks, settlements).

2.3. The BI Service is explicitly excluded from any SLA commitment. IXOPAY does not warrant data consistency or uninterrupted, error-free operation of the BI Service.

3. Retention, Term, and Fees

3.1. Retention: IXOPAY will retain BI Transaction Data on a rolling basis for the most recent 365 days following activation ("BI Retention Period").

3.2. Term: Either party may terminate the BI Service without cause upon three months' prior written notice to the end of a calendar month.

3.3. Fees: Recurring fees are set forth in the applicable Order Form and calculated per Operation processed via the BI Service and retained during the BI Retention Period, as specified in the applicable Order Form.

B. Standalone Payment Modules

B.1.1. Batch Tokenization Terms

Customer will provide input file(s) for tokenization via SFTP upload.

IXOPAY will provide SFTP credentials and connection information to Customer.

Only the standard SFTP port is authorized (tcp/22).

The file must be in one of the following supported standards-based file formats: XML, Delimited (pipe, comma, etc), Fixed Width.

The input file(s) must be encrypted with either a public PGP key Customer provides to IXOPAY, or with IXOPAY's public PGP key.

IXOPAY will decrypt the input file(s), either tokenize or detokenize the appropriate data, and generate response file(s) containing the updated data.

Customer will provide a public PGP key for encrypting the response file(s).

IXOPAY will place the response file(s) on its SFTP server, available for download by Customer.

Customer is responsible for thoroughly testing the flow once configured by IXOPAY.

If the file format or transmission flow is changed by Customer and IXOPAY determines the new format or flow is not supported, IXOPAY may cease its efforts to provide the batch file configuration described herein, upon written notice of incompatibility to Customer.

Customer agrees to pay the batch configuration fee described above.

B.2.2. Network Tokenization Terms

Customer must have a merchant Token Requestor ID ("**TRID**") for each card network which it wants to issue network tokens. If Customer does not have the required TRIDs already, IXOPAY can facilitate acquiring TRIDs from supported card networks. Use of the network tokenization service will not be available until the appropriate TRIDs are in place.

Network Tokenization Operations are counted separately from and do not affect the base subscription Operation counts.

Network Tokenization API calls are Operations which result in a charge. A list of the applicable calls can be found at https://docs.IXOPAY.com under "Network Tokenization API."

Multiple Operations may be involved to request a network token:
"Tokenize" is required for every card PAN at least once;
"Get Payment Bundle" is required on an initial merchant-initiated transaction;

"Get Payment Bundle" is required on every customer-initiated transaction

B.3.2. 3D Secure Terms

3D Secure ("**3DS**") is a service provided by IXOPAY to assist Customer with fraud prevention and detection efforts in card not present transactions. Use, licensing and provision of 3D Secure functionality is provided via the IXOPAY Platform and is subject to the following terms specifically applicable to the 3DS Services

Prior to use of the 3DS Services, Customer is required to obtain a Requestor ID from Visa, Mastercard and Discover. Customer will incur a charge for each 3DS-specific API call but a 3DS-specific API call will not be additionally included in Customer's general monthly operations count. Customer remains responsible for separately paying any networks' fees charged in connection with each authentication request submission. Additionally, upgrades of the 3DS Services, e.g., a new version or enhancement offering that incorporates significant additional or improved features, may be subject to additional fees.

Customer may only use the 3DS Services as set forth in the Agreement and under no circumstances is Customer authorized to use the 3DS Services for any purpose other than as permitted under the Agreement. 3DS Services are provided and made available for Customer's non-transferable, non-exclusive use, without right to sub-license. Customer must not remove any copyright or other proprietary notices on or in the 3DS Services. No right, title, or interest in the 3DS Services or any intellectual property rights in the 3DS Services is transferred to Customer.

Customer represents and warrants that the use, analysis and/or processing of Customer Data to perform and/or provide the 3DS Services are collectively permitted under applicable laws, regulations and regulatory guidance and the terms of Customer's contracts with, notices to or other consents from its customers, contractors, suppliers or other third parties.

Customer agrees to indemnify, defend, and hold harmless IXOPAY, its Affiliates, and respective officers, directors, employees, agents and representatives from and against any third-party claim and agrees to pay any losses, costs, liabilities, demands, damages, and expenses including reasonable attorneys' fees incurred as a result of any such third party claim (except to the extent caused by IXOPAY's breach of any of its obligations relating to 3DS Services) arising from or attributable to Customer's material breach of any of its obligations, representations, and warranties hereunder; or gross negligence or willful misconduct in the performance of its obligations in connection with the 3DS Services. Customer's indemnification obligations will survive expiration or termination of the Agreement.

B.2.1. Card Account Updater Terms (Standalone)

These are additional terms that govern Customer's use of the IXOPAY Account Updater Service ("**Account Updater Product Service**") outside a Payment Orchestration Platform subscription.

The Account Updater Product Service enables card issuers to supply the most current account information through acquirers to registered merchants that require electronic maintenance of customer account data. Participating merchants use updated cardholder account information to support subscription services, recurring payments, and other account-on-file functions. The Account Updater Product Service provides an automated, dedicated, secure clearinghouse to make changes to limited cardholder account information (such as account numbers, expiration data, account closures or other changes) available in a timely, efficient, and cost-effective manner.

The parties agree to the following terms regarding the Account Updater Product Service:

1)   CUSTOMER QUALIFICATIONS

a)   Customers who are designated by Visa as high-risk (High-Risk Acquirer Program with a condition of RED or higher) or on the Mastercard Alert to Control High-risk Merchants (MATCH) system may **not** participate in Account Updater.

b)   Customer is not and shall not be engaged in business categorized by the following merchant codes: 5962, 5966, 5967, or 7995.

c)   Customer must have been in business for at least six (6) months and must process an average of 1,000-5,000 card transactions per month.

d)   Customer shall not be under any special conditions imposed by Visa Corporate Risk Management.

1.1)   Customer Participation Requirements.

Customer must continue to meet Visa Merchant Participation Requirements as established by Visa from time to time, and MasterCard Participation Requirements as established by MasterCard from time to time, including:

a)   Customer shall be a registered merchant. If Customer is not registered as a merchant with Visa and MasterCard on the date of execution of this agreement, Customer agrees to allow IXOPAY to facilitate its registration. Customer further agrees it will not be able to use the Account Updater Service until this registration is complete.

b)   Customer shall not have been disqualified from participating in either Visa or MasterCard systems.

c)   Customer shall comply with Visa Operating Regulations and MasterCard Operating Regulations.

d)   Customer shall comply with all applicable laws and regulations.

e)   Pursuant to the Visa Account Updater Terms of Use, Customer shall request a Visa Account Updater update for every participating Visa account in Customer's database of customers at least once every 180 calendar

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days if Customer bills daily, weekly, monthly, quarterly or bi-annually, or at least once every 365 calendar days if Customer bills annually.

2) SECURITY REQUIREMENTS FOR CUSTOMER

a) Customer shall comply with all applicable laws, such as data protection laws (including gathering specific consent of cardholders for processing and transfer of personal data via third parties, if applicable).

b) Customer shall ensure that cardholder information is securely stored, and that such information is available only to those employees of Customer who have a legitimate business need and authorization to access cardholder information.

c) Customer shall ensure that employees who have access to cardholder information are aware of and familiar with Customer's policies as they relate to the use of such cardholder information (and related personal data).

d) Customer shall delete all Account Updater files with cardholder information after use to minimize the likelihood of improper access to or use of the data.

e) Customer shall remain compliant with the Payment Card Industry Data Security Standard at all times.

f) Customer shall use the same standard of care for confidential information returned in connection with the Account Updater Service as it uses for its own Confidential Information but no less than industry standard for protection of confidential information.

3) CUSTOMER RESPONSE RECORDS

a) Customer shall update its customer account database within two (2) business days of receipt of updated cardholder information from IXOPAY.

b) Customer shall ensure that information received in connection with the Account Updater Service is properly, completely, and accurately incorporated into the Customer's customer database for utilization in future transactions.

c) Customer shall not re-submit cardholder data that has returned a response of "Closed Account" or "Contact Cardholder."

4) ACCOUNT UPDATER PRICING

a) IXOPAY will invoice Customer as described in an Order in which Customer purchases the Account Updater Service.

b) Pricing for the Account Updater Service is based on the number of Billable Operations identified in the Billable Operations Annex, available at www.ixopay.com/legal/billable-operations, performed by Customer or its Authorized Users through use of the Account Updater Service. The Billable Operations Annex, as updated from time to time in accordance with its terms, is incorporated herein by reference.

c) Customer shall only submit cardholder information for updating for which Customer has a valid business need, such as a recurring billing, subscriptions, or advanced payment.

d) Customer shall have cardholder permission to submit the account information to third-party for account updating purposes.

5) CUSTOMER'S REPRESENTATIONS AND WARRANTIES

a) Customer represents and warrants the following:**a)**Customer is and shall at all times remain compliant with all Card Brand rules.

b) Customer shall restrict access to Account Updater updates and cardholder Information to those persons having a legitimate business-related need to know.

c) Customer is solely responsible for providing notice to and obtaining any necessary consent from cardholders in connection with the processing of personal data in connection with Account Updater.

d) Customer is not a High-Risk Merchant as designated by Visa.

e) Merchant has not been listed on Mastercard's MATCH system.

f)   Customer has never been disqualified from any Card Brand participation.

g)   Customer has been in business for more than 6 months.

h)   Customer is not a merchant under merchant codes 5962, 5966, 5967, or 7995.

i)   Customer's business is not predominantly quasi-cash, account funding or any combination of the sorts.

j)   Customer shall submit update requests solely for itself and for not for any other business entity.

k)   Customer is solely responsible for handling requests from cardholders to access, correct, block, or delete their personal data in connection with Account Updater.

6)   INDEMNIFICATION

Customer agrees to indemnify and hold IXOPAY and its respective directors, officers, agents, and employees harmless against any and all liability, costs, damages, and actions arising in connection with (i) Customer's use of the Account Updater Service, confidential information, and/or any associated written materials, and/or (ii) any breach of its obligations stated in this Account Updater Addendum.

7)   CONFIDENTIALITY

Customer acknowledges and agrees to the following:

a)   The Account Updater Service contains confidential information of IXOPAY and others that has been disclosed to the Customer or to which the Customer has been provided access.

b)   Customer shall not misappropriate such confidential information.

c)   The Account Updater Service contains personal data disclosed by Customer.

d)   Any and all Confidential Transaction Data (as defined in the Card Network rules) or other personal data provided to the Card Networks in connection with Customer's use of the Account Updater Service may be used by the Card Networks for the purposes described in their respective rules and for purposes of providing the Account Updater Service and other services requested by Customer.

For purposes of clarity, Customer represents and warrants that Customer will be solely responsible for providing notice to and obtaining any necessary consent from cardholders in connection with the processing of personal data by the Card Networks.

8)   WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

IXOPAY DOES NOT REPRESENT OR WARRANT THAT THE ACCOUNT UPDATER SERVICE IS FREE OF DEFECT AND/OR MISTAKE; THE ACCOUNT UPDATER SERVICE IS PROVIDED ON AN "AS IS" BASIS, "WITH ALL FAULTS". IXOPAY AND ITS ACCOUNT UPDATER COMPONENT SUPPLIERS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO: THE ACCOUNT UPDATER SERVICE, CONFIDENTIAL INFORMATION AND/OR ANY ASSOCIATED WRITTEN MATERIALS; THEIR USABILITY, CONDITION, OR OPERATION; THEIR MERCHANTABILITY; THEIR FITNESS FOR ANY PARTICULAR PURPOSE; OR NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. IXOPAY DOES NOT WARRANT THAT THE ACCOUNT UPDATER SERVICE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, FREE OF BUGS OR VIRUSES OR OTHER DEFECTS, OPERATE WITHOUT ERROR, OR WILL CONTAIN ANY PARTICULAR FEATURES OR FUNCTIONALITY.

IN NO EVENT WILL IXOPAY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF INCOME, USE, OR INFORMATION, NOR ANY OTHER COST OR EXPENSE INCURRED BY CUSTOMER OR ANY THIRD PARTY ARISING FROM OR RELATED TO USE OR RECEIPT OF THE ACCOUNT UPDATER SERVICE, WHETHER IN AN ACTION IN CONTRACT OR IN TORT, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ASSUMES THE ENTIRE RISK OF USE OR RECEIPT OF THE ACCOUNT UPDATER SERVICE AND CONFIDENTIAL INFORMATION.

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If the limitation of liability set forth in the immediately preceding paragraph is deemed by a court of competent jurisdiction to be contrary to applicable law, the total liability, in the aggregate, of IXOPAY to Customer and anyone claiming by or through the Customer, for any claims, losses, costs, or damages, including attorneys' fees and costs, fees and expenses of any nature whatsoever resulting from or in any way related to the Account Updater Service shall not exceed the total compensation received by IXOPAY from the Customer for the use of the Account Updater Product Service during the six months ending on the date that IXOPAY was advised by the Customer of the concern. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, to the fullest extent permitted by law.

9)   MISCELLANEOUS

a) All other terms of the Agreement not expressly modified in this Account Updater Terms remain unaltered and in full effect. The parties agree that the Service Level Agreement referenced in the Master Services Agreement is applicable to the portion of the Account Updater Service within the control of IXOPAY and does not apply to service availability of third parties including but not limited to an acquirer or Visa.

b) In the event of a conflict between the Master Services Agreement, the terms of any previous addendums, amendments, proposals, or change orders, and the terms of this Account Updater Terms shall prevail.

B.2.3 BIN Look Up Product Terms

Bin Look Up is powered by Pagos (Pagos Solutions, Inc). If Customer is purchasing this service, Customer agrees and acknowledges that IXOPAY shall provide Customer name, Order Tier and dates of proposed subscription to Pagos who will, in turn, share this information with their credit card networks.

B.3.1 Kount Fraud Product Services Terms

Fraud Product Services are powered by Kount, Inc. ("Kount"). Fraud Product Services are provided by IXOPAY to assist Customer with electronic commerce services including, but not limited to, risk control management and fraud screening. Use, licensing and provision of Fraud Product Services functionality is provided via the IXOPAY Platform and is subject to the following terms:

1. **Definitions**. In addition to the defined terms otherwise set forth in the Agreement, the following terms as used in these Terms have the meanings set forth below:

a) "***Cardholder Data***" shall have the same meaning as defined by the Payment Card Industry (PCI) Data Security Standards Glossary, Abbreviations and Acronyms, found at https://www.pcisecuritystandards.org/pdfs/pci_dss_glossary_v1-1.pdf, as updated from time to time.

b) ***"Customer Communications"*** means the data exchanged between Customer and Kount, or IXOPAY and Kount, associated with provision of the Fraud Services, which may include Personal Data.

c) "***Digest Form***" means any hashed or encoded representations of Personal Data that have been aggregated and/or anonymized so that the individual to which it relates can no longer be identified and that cannot be reversed or otherwise manipulated to become Personal Data.

d) ***"Indications"*** means output returned from use of the Fraud Services, including the scores, flags, reason codes, reports, risk control opinions, authorization codes, report information and similar results.

e) "***Laws***" means all applicable international, federal, state, and local statutes, rules, directives, regulations, and ordinances.

f) "*Operation*" means each tokenization, detokenization, encryption, batch action, API call, or any other action performed by the Platform.

g) "*Personal Data*" means: (a) any personally identifiable information (including, without limitation, Cardholder Data) disclosed or otherwise provided to Kount or IXOPAY that, if compromised, could result in identity theft, or (b) any more restrictive definition required by any Laws.

h) "*RIS Update*" means updated transaction information transmitted to Kount through the Risk Inquiry System, which includes all data elements specified in the Kount Technical Specifications Guide.

i) "*Risk Inquiry*" means any transaction initiated by IXOPAY or Customer in which the Risk Inquiry System is queried, including, but not limited to, for the purposes of obtaining an authorization code or risk control opinion.

j) "*Risk Inquiry System*" means the primary Kount technical interface through which Risk Inquiries and RIS Updates are initiated, and through which Kount delivers an authorization code or risk control opinion as part of the Fraud Services.

k) "*Security Incident*" means any unauthorized access to or use, alteration or disclosure of Cardholder Data or other Personal Data or a similar event under Laws that require notification to authorities or individuals.

2. Use of Fraud Product Services.

a) A merchant identifier issued by Kount ("MID") is required for use of Fraud Product Services and the parties agree that the IXOPAY MID will be provided as part of Fraud Product Services. Customer will incur a charge for each Fraud Product Services-specific API call but such Fraud Product Services-specific API call will not be additionally included in Customer's general monthly operations count. Customer remains responsible for separately paying any networks' fees charged in connection with each Risk Inquiry submission. Additionally, upgrades of the Fraud Product Services, e.g., a new version or enhancement offering that incorporates significant additional or improved features, may be subject to additional fees.

b) Customer represents it will use the Fraud Product Services only for the purpose permitted under and as set forth in these terms and otherwise in the Agreement. Fraud Product Services are provided and made available for Customer's non-transferable, non-exclusive use, without right to sub-license. Customer agrees not to remove any copyright or other proprietary notices on or in the Fraud Services. No right, title, or interest in the Fraud Services or any intellectual property rights in the Fraud Product Services is transferred to Customer.

3. Customer Consent.

a) Customer agrees that provision of the Fraud Product Services requires that Customer provide the required Customer Communications and requires access by the Kount Risk Inquiry System to the contents of Customer Communications. Customer expressly consents and grants permission to access any Customer Communication to the extent necessary to provide the Fraud Services.

b) Customer represents and warrants that the use, analysis and/or processing of Customer Communications to perform and/or provide the Fraud Product Services are collectively permitted under Laws and the terms of Customer's contracts with, notices to or other consents from its customers, contractors, suppliers or other third parties. Customer represents it is in compliance with Laws regarding Customer Communications and shall be solely liable for the legal adequacy of the permissibility under Laws and the legal adequacy of and means used to obtain consents required for use of the Fraud Services.

4. Cardholder Data.

Each party is solely responsible for the privacy and security of any and all Cardholder Data or Personal Data any time that the party accesses, stores, processes, transmits, or otherwise possesses such Cardholder Data or Personal Data. Any Cardholder Data submitted by Customer may be converted by Kount to Digest Form and may be retained and used for internal statistical purposes. Kount shall retain all ownership, interest, and title in and

to all data converted to Digest Form so long as said information remains in Digest Form but shall only use such data for the purpose of providing fraud detection and mitigation services and for such other purposes as are expressly permitted by applicable payment card brand rules and regulations, and as permitted by Laws.

5.   No Guarantee Regarding Transactions.

a)   Customer acknowledges and agrees that the Fraud Product Services do not constitute a guarantee, warranty or representation from Kount or IXOPAY (a) of the identity of any individual or customer; (b) that the particular transaction is entered into by the actual authorized account holder; or (c) that the particular transaction is enforceable against the actual authorized account holder. Neither Kount nor IXOPAY are liable to Customer for any reversals, refunds, fraud losses or chargebacks related to the Fraud Services.

b)   Indications provided to Customer as part of Fraud Product Services represent a combination of factors that refer to a customer's possible identity that is derived, in part, from the input information submitted to the Fraud Product Services. Indications do not constitute consumer reports as defined within the Fair Credit Reporting Act or credit references. Further, Indications are only to be used in relation to determining the likelihood of a customer's identity and not in any determination of a customer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living. Customer agrees that Indications are only one factor the Customer may consider and that the Indications are intended to enhance, not replace, Customer's risk control procedures. Customer agrees that it will not rely solely on the Indications to control fraud and that it will validate Indications as required by Laws.

c)   Neither Kount nor IXOPAY shall have an obligation under this Agreement to provide duplicate copies or maintain any archive of the Indications. Further, Customer acknowledges that certain Fraud Product Services are dependent on the facilities, networks and connectivity of mobile number operators, governmental entities and other third parties. It is possible that the Fraud Product Services may be suspended or terminated if access to mobile number operator services or other third-party data are interrupted or become unavailable for any reason. Endeavors will be made to provide advance notice, but Customer acknowledges that advance notice is not always possible.

6.   Security Incident.

a)   If a party discovers or otherwise becomes aware of Security Incident, that party shall (a) promptly notify the other party in writing of the Security Incident, subject to any reasonable restrictions placed on such party by any law enforcement agency in the process of conducting an investigation relating thereto; and (b) take reasonable steps to repair and/or remedy the causes of such Security Incident.

b)   As may be required by PCI-DSS obligations or other card brand requirements, in the event that a party discovers a Security Incident that has resulted in unauthorized access to or use, alteration or disclosure of Cardholder Data, that party agrees to allow card associations (Visa, MasterCard, American Express, or Discover), or designated representatives of a card association, reasonable access during that party's normal business hours to that party's facilities where the Cardholder Data is stored to ensure that such party is complying with its obligations with respect to Cardholder Data. Furthermore, in the event of a known or suspected Security Incident of either party's systems, such party is responsible to determine if a Security Incident has occurred and to the extent any forensics investigation or audit is required by PCI-DSS or other card brand requirements, such party shall be responsible for any costs or expenses associated with such investigation or audit, and any fees, fines, or penalties that may be imposed with respect to such party's actions. In addition, to the extent that any required forensics investigation or audit determines that a Security Incident occurred, such that data was accessed, altered, taken, disclosed or lost by or from a party, its networks, systems, employees, agents, or third party service providers, such party shall be responsible for any actual direct costs, damages, expenses, or losses of third parties or incurred by either party to third parties that may result from such Security Incident (including, without limitation, actual fraud losses, account monitoring expenses, or card reissuance expenses). Neither party will have any liability for any indirect or consequential damages or any lost profits, lost business

opportunities or damage to the business reputation of the other party arising from any unauthorized access to Cardholder Data by, or disclosure of Cardholder Data to, any third party.

7.   Suspension or Termination of Fraud Services.

a)   Notwithstanding anything to the contrary in the Master Service Agreement, Fraud Product Services may be terminated by Customer if a Force Majeure Event preventing delivery of the Fraud Services continues for a period of sixty (60) days or longer.

b)   Fraud Product Services may be suspended immediately: (i) in the event of a Security Incident originating in Customer's systems, until such time as Customer is able to certify to Kount, in Kount's reasonable discretion, that the causes of such Security Incident have been remedied in full; or (ii) if Customer fails to timely pay any invoice for Fraud Product Services. If Fraud Product Services are suspended pursuant to (i) above and the remedy of causes of the Security Incident is not certified within a reasonable time, provision of Fraud Product Services to Customer may be terminated upon written notice. To the extent a Security Incident originates in a Customer system and Fraud Product Services are suspended or terminated for all IXOPAY customers as a result, Customer agrees to defend, indemnify and hold harmless IXOPAY from and against any third-party Claim based on such Security Incident.

8.   Survival. The obligations of the parties required by Laws hereunder survive termination of this Agreement

9.   Limitation of Liability.

a)   EXCEPT FOR AN INDEMNIFICATION OBLIGATION RELATING TO FRAUD SERVICES, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS FRAUD PRODUCT SERVICES TERMS , WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS RELATING TO FRAUD SERVICES, IN NO EVENT WILL A PARTY'S TOTAL LIABILITY FOR ANY AND ALL DAMAGES ARISING UNDER THIS AGREEMENT FOR THE FRAUD PRODUCT SERVICES FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY EXCEED U.S. $250,000. NOTWITHSTANDING THE FOREGOING, THE PARTIES' LIABILITY FOR INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED FIVE MILLION U.S DOLLARS ($5,000,000.00). THE PARTIES AGREE THAT THESE LIMITATIONS SURVIVE TERMINATION OF THE AGREEMENT AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THE AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

b)   SUBJECT TO AND EXCLUSIVE OF ANY IXOPAY OBLIGATION FOR INDEMNITY RELATING TO FRAUD PRODUCT SERVICES, CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE FRAUD SERVICES, INDICATIONS, AND USES THE SAME AT ITS OWN RISK. NEITHER KOUNT NOR IXOPAY EXERCISE CONTROL OVER AND HAVE ANY RESPONSIBILITY WHATSOEVER FOR ANY REFUNDS, REVERSALS, FRAUD LOSSES, CHARGEBACKS, OR FRAUDULENT ACCESS TO A USER ACCOUNT IN CONNECTION WITH THE TRANSACTIONS UNDER THESE TERMS OR FOR CUSTOMER ACTIONS OR INACTIONS IN CONNECTION WITH USE OF THE FRAUD SERVICES OR WHEN THE FRAUD SERVICES MAY BE UNAVAILABLE. FRAUD PRODUCT SERVICES DO NOT GUARANTEE THAT A PARTICULAR TRANSACTION IS ENTERED INTO BY THE AUTHORIZED ACCOUNT HOLDER OR IS ENFORCEABLE AGAINST THE AUTHORIZED ACCOUNT HOLDER. NEITHER KOUNT NOR IXOPAY MAKE ANY REPRESENTATIONS OR WARRANTIES—EXPRESS OR IMPLIED—REGARDING THE RISK INQUIRY SYSTEM OR THE FRAUD SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, DATA ACCURACY, OR THAT THE FRAUD SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR ANY WARRANTY BASED ON USAGE OF TRADE, COURSE OF PERFORMANCE OR COURSE OF DEALING AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED BY KOUNT AND IXOPAY AND ARE WAIVED BY CUSTOMER TO THE EXTENT NOT PROHIBITED BY LAWS.

B.4. AI Payments Intelligence

These Special Product Terms amend the Master Services Agreement between IXOPAY and Customer. For the purposes hereof, the term "Product" as used in the MSA refers to the AI Payments Intelligence Service ("Service"). Capitalized terms not otherwise defined herein have the meaning given in the MSA.

1. Product Scope

1.1.   The Product consists of the functionalities and capabilities set forth in the Order Form, and the service description provisions set forth in Section 3 below.

1.2.   If Customer exceeds any included limit, IXOPAY may charge overage fees from the point of exceedance at the rates stated in the Order Form or, if not stated, at IXOPAY's then-current list price. Any requirements for new, unsupported PSP integrations, are subject to additional fees (c.f., MSA, Section 2).

1.3.   Features relying on PSP-provided or third-party data are available only where the relevant provider supplies such data in a usable format. The Service does not validate or supplement missing or incomplete third-party data.

2. Definitions

2.1.   "PSPs" or "Payment Service Providers" means Payment service providers/gateways that can be integrated via the Product.

2.2.   "Events" means transactional or data events (e.g., authorizations, captures, refunds, cancellations, 3D Secure authentications, fees, payouts, chargebacks, settlements).

2.3.   "Licensed Users" means unique internal team members permitted to have login access to the platform.

3. Service Description

3.1. Service Description (effective as of the Subscription Term Start Date):

Service	Description
Setup and Implementation	- Data connection, overall setup, changes and adjustments, access, and training for teams. - Preparation of the tool based on the efforts/connections needed.
Standard Services	- Technical infrastructure usage for PSP connections. - Data extraction, transformation, and loading into data warehouses. - Access to Payments Analytics via the online portal. - Maintenance and fixes for included PSP connections, outages, or issues. - Monitoring of PSP data connections.
PSP Data Connector Services	- Connection to PSP ingestion services. - Maintenance, monitoring, and fixes for additional PSP connections.
Alerts & Monitoring	- Access to AI Payments Intelligence Alerts. - Custom alerts. - Alerts via Slack or Email.
Intelligence	- Fee Allocation; - Access to AI Co-Pilot.

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	• Anomaly Detection notifications Included only if the necessary data and integration capabilities are provided by the relevant PSP or third-party data source.
Professional Services & Custom Requests	• Consulting activities. • Ad-hoc development requests (pricing agreed in advance). Subject to separate order.
Optional: Snowflake Data Synchronization	• *Daily sync with Customer's Snowflake dedicated account.* • *Data ingestion for activated PSP connectors into Snowflake.* Subject to separate order.

3.2.   Evolution and Updates. IXOPAY may modify or update the Service Description at any time to time to reflect product improvements or technical changes, provided that such modifications do not materially reduce the overall functionality or security of the Product during an active Subscription Term. Such updates will be made through an updated version of these Special Product Terms and/or through a Service Description published on IXOPAY's website and are effective upon publication. Customer's continued use of the Product after such publication constitutes acceptance of the updated Service Description. Where updates materially affect existing integrations or Customer configurations, IXOPAY shall provide reasonable prior notice.

4.   Customer Responsibilities and Use of Product Outputs

4.1.   In addition to its obligations under the MSA, Customer shall provide and maintain all necessary data, cooperation, and continuous read-only access credentials (including API keys and permissions) for its designated Payment Service Provider accounts as required for IXOPAY to perform the Service.

4.2.   Customer remains solely responsible for all business, operational, compliance, financial, or risk-related decisions made using Product outputs. Customer acknowledges that all insights, recommendations, analyses, alerts, anomaly detections, and AI-generated outputs (including those from the AI Co-Pilot) are informational only and based on probabilistic models not substituting. IXOPAY does not warrant the accuracy, completeness, or suitability of such output. Customer must independently assess all outputs and retains sole responsibility for any actions or omissions based on them.

5.   Product Evolution

5.1.   IXOPAY may modify or replace ingestion methods or data schemas where technically or commercially reasonable and will provide reasonable notice where such changes require Customer adaptation.

5.2.   Where data sources, PSPs, or third-party systems change their formats or interfaces, any required adjustments fall within additional scope and are subject to additional fees.