

PAYMENT SERVICES SCHEDULE

If, as may be set forth in any Order Form, Customer purchases from Billtrust any card payment processing services (other than gateway processing services, “**Card Services**”) and/or Automated Clearing House (ACH) services (“**ACH Services**”, and together with Card Services, “**Payment Services**”), then this Payment Services Schedule (this “**Payment Schedule**”) shall constitute a binding agreement between Billtrust and Customer (for purposes of this Payment Schedule, Customer shall be referred to herein as “**Sub-merchant**”) and shall be incorporated into and made a part of the Subscription Agreement as if fully set forth therein. Any capitalized terms used but not otherwise defined in this Payment Schedule shall have the meanings set forth in **Section F** below, or if not defined therein, then as set forth in the Subscription Agreement.

A. GENERAL PAYMENT SERVICE TERMS

1. **Application.** Sub-merchant represents and warrants that all of the information that Sub-merchant provided in the Application is true, complete and correct in all respects and that it will promptly notify Billtrust in writing of any change to any such information.
2. **Rules.** In accessing the Payment Services hereunder, Sub-merchant shall comply with all applicable Rules. In the event of any conflict between this Payment Schedule and any Rule, such Rule shall control and govern. In addition, Sub-merchant shall ensure that any information it provides to Billtrust, Acquirer, any Financial Institution or the ACH Network shall be accurate and sufficiently complete for the purposes for which it is provided.
3. **Operating Account.** Sub-Merchant shall, prior to processing any payments, establish a demand deposit account at a financial institution of Sub-Merchant’s choice (an “**Operating Account**”) with sufficient funds to satisfy all of Sub-Merchant’s obligations hereunder. Throughout the term of this Payment Schedule and for ninety (90) days thereafter, Sub-Merchant shall maintain such Operating Account and hereby authorizes Billtrust to debit therefrom any amounts required to satisfy all of Sub-Merchant’s obligations hereunder. Any changes proposed to the Operating Account shall be submitted by Sub-Merchant to Billtrust in writing not less than six (6) days prior to the next debit date and must be approved in writing by Billtrust. Billtrust may debit the Operating Account in any amounts owed hereunder by Sub-Merchant for Fees or any other obligations owed to Billtrust pursuant to this Payment Schedule or any applicable Order Form.
4. **Reserve Account.** Billtrust may from time to time designate an amount of transaction proceeds otherwise due to Sub-merchant to be withheld and re-directed by Billtrust into a reserve account (a “**Reserve Account**”) as may be necessary (as reasonably determined by Billtrust) to secure any reasonably foreseeable losses to Billtrust. Billtrust may require such Reserve Account to be maintained throughout the term of this Payment Schedule and for a period of 180 days thereafter. Sub-merchant hereby authorizes Billtrust to make any debits from the Reserve Account, without prior notice to Sub-merchant, to collect any past due amounts owing by Sub-merchant to Billtrust.
5. **Security Interest.** Sub-merchant hereby grants a security interest and right of setoff and recoupment in and to all amounts held in the Operating Account or any Reserve Account now and in the future to secure all amounts due in accordance with this Payment Schedule and/or any applicable Order Form. Sub-merchant shall provide such documentation as reasonably required by Billtrust in connection with such security interest and cooperate with Billtrust in perfecting such security interest.
6. **Investigation and Audit Rights.** Sub-merchant authorizes Billtrust or its agents from time to time to, as may be required by any applicable Law or Rule or by Acquirer, NACHA or any Association, (a) investigate the background of (i) any natural person who owns, directly or indirectly, twenty-five percent (25%) or more of the equity or voting interest of Sub-merchant, and/or (ii) any natural person not included in clause (i) who nonetheless has significant responsibility to control, manage or direct Sub-merchant (such as an executive officer); and (b) obtain a business report on Sub-merchant’s business from Dunn & Bradstreet or any company providing a similar service. Billtrust may terminate this Payment Schedule if the information received in any investigation is unsatisfactory as determined in Billtrust’s sole reasonable discretion. Billtrust may also audit or review from time-to-time Sub-merchant’s compliance with the terms of this Payment Schedule, in which case Sub-merchant shall promptly provide all financial or other information reasonably requested by Billtrust in connection with such audit or review.
7. **Information Filings and Backup Withholding.** Billtrust or its designee will provide information reporting to the Internal Revenue Services and applicable state taxing authorities for all reportable payment transactions of Sub-merchant as defined in IRC § 6050W. If required by Law, Billtrust or its designee will conduct backup withholding on the revenue generated by such reportable payment transactions.
8. **Suspension; Early Termination.**
 - (a) Billtrust may immediately suspend this Payment Schedule, or any or all of the Payment Services provided hereunder, if: (i) Sub-merchant experiences Chargebacks in excess of Association monitoring guidelines; (ii) Sub-merchant’s percentage of error Card Transactions or retrieval requests are excessive in the reasonable opinion of Billtrust; (iii) Sub-merchant’s total unauthorized returns or losses incurred in connection with failed or reversed Transactions are excessive in the reasonable opinion of Billtrust; or (iv) Sub-merchant materially breaches the Sub-Merchant Agreement.
 - (b) Billtrust may immediately terminate this Payment Schedule, or any or all of the Payment Services provided hereunder, if: (i) any of the events described in Section 8(a) above occur and are not cured within fifteen (15) days of receipt of written notice from Billtrust; (ii) Sub-merchant is in material violation of any applicable Rules; (iii) Sub-merchant appears on any Association’s terminated merchant file (such as the Mastercard Alert to Control High-risk Merchants (MATCH) file); (iv) the Sub-Merchant Agreement is terminated for any reason; or (v) Billtrust is requested to do so by Acquirer, NACHA or any Association.
9. **Bankruptcy.** This Payment Schedule constitutes an extension of financial accommodations by Billtrust to Sub-merchant within the meaning of Section 365 of the Bankruptcy Code. The rights of Sub-merchant to receive any amounts from Billtrust hereunder is subject and subordinate to Chargebacks, Return Entries, recoupment, lien, set-off and security interest rights of Billtrust regardless of whether they are liquidated, unliquidated, fixed, contingent, matured or un-matured.

10. **English Language.** In the event that any translated version of this Payment Schedule conflicts with the English version of this Payment Schedule, the English version shall control.

B. CARD PROCESSING TERMS

1. Billtrust Obligations and Requirements.

(a) Card Services. Billtrust will provide Sub-merchant the Card Services indicated on the Application and/or any applicable Order Form, as either may be amended. Billtrust may at any time impose limits on the dollar volume of daily, weekly, or monthly Card Transactions and dollar limits per Card Transaction. Sub-merchant shall use the Card Services only for the products or services set forth in the Application. Sub-merchant shall immediately notify Billtrust if it has or is likely to have Card Transactions in any twelve (12) month period equal to or greater than \$1 million with respect to any single Association or \$2 million in total.

(b) Card Transactions. Billtrust or Acquirer will settle any Card Transaction proceeds to Sub-merchant by crediting the Operating Account using one or more settlement methods at Billtrust's discretion, including, without limitation, 2 to 3 Business Day funding. Any such settlement payment will equal the sum of all Card Transactions processed since the previous settlement credit.

(c) Provisional Credit. Any credit to the Operating Account is provisional only and subject to revocation and recovery by Billtrust until the applicable Card Transaction is final and no longer subject to Chargeback.

(d) Chargebacks. Billtrust shall not in any way be responsible for any Chargebacks or any fines, fees or assessments related thereto. Billtrust shall be entitled to recoup and recover any amounts previously paid to Sub-merchant with respect to any Chargeback, as well as any amounts assessed by Acquirer or any Association related thereto.

(e) Sub-merchant Statements. Billtrust shall make available to Sub-merchant, on not less than a monthly basis, a written statement setting forth all credits and debits to the Operating Account during the relevant period (each, a "**Sub-merchant Statement**"). Each Sub-merchant Statement shall be deemed accurate and affirmed by Sub-merchant in all respects except for any items that Sub-merchant specifically disputes by written notice provided to Billtrust within twenty (20) days after such Sub-merchant Statement first becomes available to Sub-merchant.

2. Sub-Merchant Obligations and Requirements.

(a) Sub-Merchant Agreement. Billtrust is party to a bank card processing agreement with Worldpay, LLC, a Delaware limited liability company ("**Processor**", and together with Member Bank, the "**Acquirer**"), pursuant to which Acquirer provides payment processing services to Billtrust on behalf of its sub-merchants. As a condition to providing such services, Acquirer requires that each sub-merchant agree to be bound, and Sub-Merchant hereby agrees to be bound, by the terms and conditions set forth in the Worldpay Merchant Services Agreement for Sub-Merchants attached hereto as **Appendix A** (the "**Sub-Merchant Agreement**"). The terms and provisions of the Sub-Merchant Agreement are incorporated by reference into and made a part of this Payment Schedule as if fully set forth herein, and Sub-merchant

shall owe the same obligations to Billtrust hereunder as Sub-merchant owes to Acquirer pursuant to the Sub-merchant Agreement. Any breach of the Sub-Merchant Agreement by Sub-merchant shall constitute Sub-merchant's breach of this Payment Schedule.

(b) Association Rules. In accessing the Card Services hereunder, Sub-merchant shall comply with all applicable Association Rules.

(c) Documenting Card Transactions. Sub-merchant shall submit, or direct its customer to submit, the following information to Billtrust in connection with each Card Transaction: (i) DBA and legal names of Sub-merchant; (ii) Sub-merchant's physical address; (iii) Sub-merchant's Internet address; (iv) Sub-merchant's customer service telephone number; (v) merchant identifying number (MID) assigned to Sub-merchant by Acquirer; (vi) Card account number, validation date and/or expiration date of the Card, if one appears on the Card; (vii) name, address and telephone number of Cardholder; and (viii) any additional information as may be required by Billtrust, Acquirer or any Association from time to time.

(d) Authorization for Card Transactions. Sub-merchant shall submit each Card Transaction for Authorization to Billtrust's designated authorization center, which shall respond with the Issuer's authorization or rejection of the Card Transaction and shall capture and process for Sub-merchant the information relating to the Card Transaction. The following additional requirements apply to Card-Not-Present Transactions: (i) all Card-Not-Present Transactions are at Sub-merchant's risk; (ii) as to each Card-Not-Present Transaction, Sub-merchant warrants to Billtrust that the Person whose name is submitted as Cardholder either made or authorized another to make the purchase; (iii) all Card-Not-Present Transactions must be electronically authorized; and (iv) Sub-merchant shall verify Cardholder's address through the Association network and only accept as approved those Card Transactions receiving at least a partial match or system unavailable response. In addition, Sub-merchant may accept a Pre-Authorized Recurring Order Transaction only if the Cardholder executes and delivers to Sub-merchant a written request therefore, which shall be maintained by Sub-merchant and made available upon request to Billtrust. All annual billings must be reaffirmed at least once each twelve (12) month period. Sub-merchant shall not deliver products or perform services covered by a Pre-Authorized Recurring Order Transaction after receiving notification from the Cardholder that the applicable pre-authorization is or has been cancelled or from Billtrust that the Card covering the Pre-Authorized Recurring Order Transaction is not to be honored.

(e) Disclosure and Storage of Card Transaction Information.

(i) Sub-merchant must not disclose a Card account number, personal information, or other Card Transaction information to any third party other than to Billtrust or its third-party service providers or Acquirer for the sole purposes of (A) assisting Sub-merchant in completing the Card Transaction; or (B) as specifically required by applicable Law. Notwithstanding the foregoing, Sub-merchant shall promptly notify Billtrust of any third party that may have access to any Cardholder data.

(ii) Sub-merchant must store all material containing Card account numbers or imprints (such as transaction receipts, car rental agreements and carbons) in an area limited to selected personnel and render all data unreadable prior to discarding. In addition, Sub-merchant

must not (A) retain or store full contents of any track on the magnetic stripe subsequent to a Card Transaction; (B) retain or store CVV/CID data subsequent to Authorization of a Card Transaction; (C) request CVV/CID data on any paper form; or (D) sell or disclose Cardholder account numbers, personal information, or other Card Transaction information.

(f) Payment Card Industry Security Requirements. Sub-merchant shall comply with the standards set forth by the Payment Card Industry (“**PCI**”) Security Standards Council, as amended by the PCI Security Standards Council from time to time. Sub-merchant shall provide to Billtrust proof of Sub-merchant’s PCI compliance upon written request. If at any time Sub-merchant is not PCI compliant, the use of PCI Apply will be offered for Sub-merchant’s use by Billtrust. Any use of PCI Apply by Sub-merchant shall be subject to Billtrust’s Standard PCI Apply fees then in effect.

(g) Data Breaches. Sub-merchant shall promptly notify Billtrust of any suspected, alleged or confirmed breach of any data stored, maintained or under Sub-merchant’s control related to the Payment Services (a “**Compromised Data Event**”). In such event, Sub-merchant shall cooperate with any audit or investigation conducted by Billtrust, Acquirer, any Association, or any Governmental Entity related to any such Compromised Data Event.

(h) Acquirer and Association Audits. Upon reasonable notice, Sub-merchant shall allow the auditors of Acquirer or of any Association to review any relevant files held and any relevant procedures followed by Sub-merchant, with the cost of any such audit borne by Sub-merchant. In the event that Billtrust is required to conduct a third-party audit required by Acquirer, any Association or as required by the Association Rules or applicable Law, Billtrust may, at its option and at Sub-merchant’s sole expense, either retain a third party to perform such audit, or require that Sub-merchant directly retain a specific third party auditor. If Billtrust requires that Sub-merchant directly retain the auditor, Sub-merchant shall promptly arrange for such audit to be performed and will provide Billtrust with a copy of any final audit report.

3. Credit Card Surcharging

(a) Sub-merchant acknowledges and agrees that, to the extent that Sub-merchant elects to implement a Credit Card Surcharge in connection with the Card Services, it shall:

(i) not impose any Credit Card Surcharge until such time as Sub-Merchant has received written notice from Billtrust that Sub-merchant has been properly registered with the Associations and the thirty (30) day waiting period has elapsed;

(ii) at the point of sale, whether in connection with a Card-Present Transaction or a Card-Not Present Transaction, fully and accurately disclose Sub-merchant’s Credit Card Surcharge policy to its customers;

(iii) for Card Present Transactions, post required Credit Card Surcharge notices at both the entrance to Sub-merchant’s place of business and at the point of sale;

(iv) for online Card-Not-Present Transactions, post required Credit Card Surcharge notices on any applicable payment gateway where it can be viewed prior to customer’s payment;

(v) ensure that the surcharge dollar amount appears on the customer’s receipt;

(vi) not impose any surcharge in excess of the lesser of (x) the merchant discount rate (MDR) charged to Sub-merchant by Billtrust for the applicable Card; or (y) four percent (4%) in the case of Mastercard or three percent (3%) in the case of Visa;

(vii) surcharge Visa or Mastercard on the same terms and conditions as any equal or higher cost competitor Association that imposes limits on surcharging; and

(viii) not impose a surcharge on any customer’s use of a debit card or a pre-paid card, and comply with all applicable Laws and Association Rules regarding Credit Card Surcharges.

(b) In order to maximize overall accuracy in Credit Card Surcharges, the Card Services will not apply a Credit Card Surcharge in certain circumstances, including the following, which non-surcharge is a feature of the Card Services and shall not be deemed to be a breach by Billtrust for any purposes under this Payment Schedule: (i) any mixed Bank Identification Number (BIN) Card (*i.e.*, that is recognized as both a credit and debit Card) shall be treated as a debit Card, resulting in a non-surcharge; (ii) if the applicable API does not respond within five (5) seconds an automated time out will apply, resulting in a non-surcharge; or (iii) if a 6 or 8 digit BIN is provided but the distinguishing Card type is identified by another digit not provided, then the Card Services will return the surcharge based upon the known card identification or default to debit, resulting in a non-surcharge.

(c) This Section B.3(c) shall only apply to the extent that Sub-merchant has purchased Surcharging 2.0 from Billtrust pursuant to any Order Form:

(i) In the event that the Card Services incorrectly calculates and applies any Credit Card Surcharge amounts (a “**Calculation Error**”), then, as Sub-merchant’s sole remedy:

(A) in the event that a Calculation Error results in a loss of Sub-merchant savings due to a deficient Credit Card Surcharge, then Billtrust shall reimburse the amount of such lost savings by payment to Sub-merchant; *provided*, that (A) Sub-merchant provides Billtrust with written notice of such Calculation Error within ten (10) Business Days of the date that Sub-merchant first became aware or reasonably should have become aware of such Calculation Error; and (B) Sub-merchant provides Billtrust with all information and assistance reasonably requested by Billtrust in connection with the resolution of such Calculation Error; and

(B) in the event that a Calculation Error results in excess profit to Sub-merchant due to a high Credit Card Surcharge or a Credit Card Surcharge which should not have been applied (whether due to Card type, region or otherwise), Sub-merchant shall, promptly upon receipt of written notice from Billtrust of such Calculation Error, refund the excess or inapplicable surcharge to its applicable customer.

(ii) Provided that Sub-merchant is utilizing Billtrust's Client Connect or eInvoice Connect Services (as detailed in an Order Form):

(A) Billtrust shall provide Sub-merchant with applicable instructions to follow for point-of-sale terminal equipment to process Credit Card Surcharges properly; and

(B) provided that Sub-merchant is in compliance with clauses (i) through (viii) of Section B.3(a) above, Billtrust shall, subject to the terms and limitations set forth in Section 5.2 of the Subscription Agreement, defend and indemnify Sub-merchant from and against any third party claims resulting from Credit Card Surcharges imposed by Sub-merchant with respect to any Card Transaction.

C. ACH PROCESSING TERMS

1. **ACH Services.** Billtrust will provide Sub-merchant the ACH Services indicated on the Application and/or any applicable Order Form, as either may be amended. Sub-merchant shall use the ACH Services only for the products or services set forth in the Application.

2. **Types of Entries.** An ODFI at which Sub-merchant maintains one or more accounts will transmit debit and/or credit Entries initiated by Billtrust on behalf of Sub-merchant to the ACH Network in compliance with the NACHA Rules and this Payment Schedule.

3. **Notifications to Company.** Sub-merchant shall provide by email to Billtrust any notices received by Sub-merchant relating to its compliance or alleged failure to comply with the NACHA Rules, or otherwise relating to misuse or alleged misuse of the ACH Network, no later than two (2) Business Days after Sub-merchant's receipt of such notice. Sub-merchant shall provide all relevant information with respect to specific Entries to Billtrust as soon as possible, but in no event more than 48 hours after Billtrust's request.

4. Authorizations.

(a) Authorization of Payor. All ACH credit and ACH debit requests received by Sub-Merchant related to any Payor account must be authorized by such Payor in writing, electronically or via recorded oral methods. Such written, electronic or oral authorization must be readily identifiable as either an ACH credit or ACH debit authorization and must clearly and conspicuously state the terms of such authorization. Authorizations obtained electronically from the Payor via any Billtrust portal must be readily identifiable as either an ACH credit or ACH debit authorization and must clearly and conspicuously state the terms of such authorization. Billtrust will obtain and retain appropriate authorizations captured via any Billtrust portal in compliance with the NACHA Rules.

(b) Retention of Authorizations. Sub-merchant must retain each signed or authenticated authorization for a period of two (2) full calendar years (or for such other period as may be set forth in any modifications to the NACHA Rules) following the termination or revocation of such authorization. Sub-merchant must promptly present a copy of any Payor authorization to Billtrust or Sub-merchant's ODFI upon request. Billtrust will retain each authorization captured via any Billtrust portal for a period of two (2) full calendar years (or for such other period as may be set forth in any modifications to the NACHA Rules) following the termination or revocation of such authorization.

(c) Termination of Authorization. Sub-merchant agrees that it will not initiate an Entry after the termination or revocation of a Payor's authorization, and shall remove any recurring, scheduled or saved payments that were reliant on such revoked authorization.

(d) Verification of Payor Identity. Sub-merchant is responsible for verifying that it has established and implemented commercially reasonable methods of authentication to verify the identity of the Payor. Sub-merchant acknowledges and agrees that if the Payor's name and account number used in an Entry do not match, payment of the Entry may be made on the basis of the account number.

5. Transmission of Entries.

(a) Sub-merchant Authorization. Sub-merchant authorizes Billtrust to transmit all Entries to Sub-merchant's ODFI for processing.

(b) ACH Data Security. Sub-merchant shall comply with any procedures or safeguards required by Billtrust, the NACHA Rules, or Sub-merchant's ODFI in carrying out any of the foregoing's security obligations.

6. **Control Totals.** Sub-merchant has sole responsibility to engage with Sub-merchant's ODFI with regards to approval or mismatches of transmitted file control totals where control total features are utilized. Sub-merchant is responsible for notification to, and engagement with, Billtrust to resolve any NACHA file errors upon identification of the same from Sub-merchant's ODFI.

7. Cancellation, Rejection, Return or Change of Entries.

(a) No Cancellation or Amendment of Entries. Sub-merchant shall have no right to cancel or amend any Entry or File after Sub-merchant's daily processing cut-off time.

(b) Rejection of Entries. Billtrust has the sole discretion to reject any Entry or File. Billtrust shall notify Sub-merchant of any such rejection by no later than the Business Day such Entry would otherwise have been transmitted by Billtrust to Sub-merchant's ODFI or, in the case of an on-us Entry, its Effective Entry Date.

(c) Notification of Change. In the event there is a need to correct any Entry, Sub-merchant's ODFI will notify Sub-merchant of any Notification of Change ("**NOC**") Entries, and Sub-merchant shall make the submitted changes in compliance with the NACHA Rules by adjusting any saved account information within any applicable Billtrust portal.

8. **Limitation of Liabilities.** In addition to the limitations of liability set forth in the Subscription Agreement, with respect to the ACH Services, Billtrust shall not be liable to Sub-merchant or its customers for any losses resulting from (a) any delay by an ODFI operator or any RDFI in processing any Entry; or (b) the failure of a third party to process, credit or debit any Entry, other than to the extent that any event described in clauses (a) or (b) results from Billtrust's breach of this Payment Schedule.

D. FEES AND CHARGES

1. **Flat Rate.** Flat Rate charges are inclusive of interchange, Association assessments, and any Billtrust transactional fees. The Flat Rate will be calculated using Sub-merchant's gross Visa, MasterCard

and Discover processing volume. Any additional charges from third parties, including but not limited to any Association fees, fines or network fees, may also be assessed as pass through costs.

2. **Interchange Plus.** In addition to the “Fee per credit card processed” notated on the applicable Order Form, Sub-merchant is responsible for all interchange (standard, network special programs, or non-published or proprietary rates) and assessments passed through from the Associations. Association related fees, as adjusted or allocated by Billtrust, may be added to a “Network Fees” billing bundle or be itemized on Sub-merchant’s merchant statements. Sub-merchant shall also be responsible for any pass-through charges from third parties, including but not limited to Association fees, fines and network fees.

3. **American Express:** If applicable to the Payment Services, American Express basis points will be charged by Billtrust and such basis points will be calculated using Sub-merchant’s gross American Express processing volume. Sub-merchant agrees that American Express will bill Sub-merchant directly for any costs related to Sub-merchant’s acceptance of the American Express card brand.

4. **Return Entry Resulting From Debit Block.** Sub-merchant will ensure that debits from its Operating Account for fee collection are not blocked. If a Return Entry results from such a debit block, Sub-merchant will pay a debit block administration fee as provided in any applicable Order Form.

5. **Non-Sufficient Funds (NSF).** In the event an ACH Transaction is rejected as a result of Sub-merchant not having sufficient funds (NSF) in Sub-merchant’s Operating Account, Billtrust may attempt to process the charge again within thirty (30) days and Sub-merchant agrees to pay an NSF Fee as identified in this Order Form for each processing attempt.

6. **Early Termination Fee.** If, prior to the date on which the then-current term of the applicable Order Form is scheduled to expire, Sub-merchant, for any reason other than a termination by Sub-merchant pursuant to Section 6.2 of the Subscription Agreement, discontinues receiving the Payment Services from Billtrust, then Billtrust will suffer a substantial injury that is difficult or impossible to accurately estimate. In an effort to liquidate in advance the damages that would actually be sustained by Billtrust as a result of such termination, the Parties hereby agree that Sub-merchant shall be liable to Billtrust for liquidated damages in an amount equal to the average monthly revenue payable to Billtrust pursuant to the applicable Order Form for the last three (3) processing months multiplied by the number of months remaining during the then-current term of the applicable Order Form (the “**Early Termination Fee**”). All such amounts shall be due and payable by Customer upon thirty (30) days’ written notice from Billtrust.

7. **Foreign Network Fee.** In the event that Sub-merchant discontinues using Billtrust’s contracted payment processor, Sub-merchant shall pay Billtrust a monthly Foreign Network Fee for use of Sub-merchant’s selected alternate payment processor.

E. AMENDMENTS.

Billtrust shall have the right to modify or amend the terms and conditions of this Payment Schedule, including, without limitation, the right to modify, amend or supplement applicable fees, charges and/or discounts. Modifications and amendments related to changes to the Rules,

changes to the fees charged by the Associations, Acquirer or other third parties, and/or in response to changes in requirements of applicable Law (collectively, a “**Third-Party Change**”), may be made effective immediately, with or without notice or consent. Modifications or amendments unrelated to a Third-Party Change (a “**Discretionary Change**”) shall be effective upon the date specified in a notice to Sub-merchant (the “**Change Notice**”), provided that such date shall not be fewer than fifteen (15) days after the date of such Change Notice. A Change Notice may be reflected as a message attached to Sub-merchant’s monthly Sub-merchant Statement. Sub-merchant’s continuing usage of the Payment Services for more than thirty (30) days after Sub-merchant’s receipt of the Change Notice without written objection will represent Sub-merchant’s acceptance of the modified or amended terms. If Billtrust receives a written objection from Sub-merchant with respect to a Discretionary Change within such 30-day period and does not reverse such Discretionary Change within thirty (30) days of receipt of such written objection, Sub-merchant shall have the right to terminate the Payment Services by written notice delivered to Billtrust not later than thirty (30) days immediately thereafter, without payment of any Early Termination Fee.

F. DEFINITIONS

“**ACH**” means the Automated Clearing House.

“**ACH Network**” means the funds transfer system (network) governed by NACHA providing for the inter-financial institution clearing of electronic entries for participating financial institutions.

“**ACH Transaction**” means the acceptance of a check, whether in electronic or paper form, or routing and account information associated with Payor’s bank account of payment for products or services provided to Payor by Sub-merchant and receipt of payment by Sub-merchant via the ACH Network.

“**Application**” means the document completed and submitted by Sub-Merchant to Billtrust to apply for Payment Services.

“**Association**” means any of VISA U.S.A. Inc., MasterCard International Inc., American Express, Discover, and certain other similar card brand entities.

“**Association Rules**” means any published rules, by-laws, operating regulations and/or other guidelines, policies and procedures of any Association (including those identified in Section 1 of the Sub-Merchant Agreement).

“**Authorization**” means an affirmative response by or on behalf of an Issuer, to Sub-merchant’s request to affect a Card Transaction, that a Card Transaction is within the Cardholder’s available credit limit, and that the Cardholder has not reported the Card lost or stolen.

“**Card**” means any credit card or debit card issued by an Association.

“**Cardholder**” means a person authorized to use a Card for the purchase of products or services.

“**Card-Not-Present Transaction**” means any Card Transaction that is not a Card-Present Transaction.

“Card-Present Transaction” means a Card Transaction in which the Card is swiped through a terminal, register or other device, capturing the Card information encoded on the magnetic strip or chip.

“Card Transaction” means a transaction in which payment for products or services is made by a Cardholder via use of a Card.

“Chargeback” means any reversal of funds after a Cardholder has disputed a Card Transaction with their Issuer.

“Credit Card Surcharge” means any fee or expense that is added to Sub-merchant’s standard prices for customers who pay for Sub-merchant’s goods or services via a Card Transaction, but not for other forms of payment.

“CVV/CID” means a security feature for Card Not Present Transactions in which a three- or four-digit code found on a Card is used by a merchant to validate the Cardholder’s possession of the Card and the Card’s authenticity.

“Effective Entry Date” means the date placed on an ACH Transaction by Sub-merchant or Sub-merchant’s ODFI, which must be a future date and a Business Day, and is normally, but is not necessarily, the same date as the settlement of funds.

“Entry” means any credit, debit or on-us entry consistent with the NACHA Rules and this Payment Schedule.

“Entry Settlement Limit” means the maximum aggregate amount of In-Process Entries permitted to be outstanding at any time, which amount shall be separately communicated to Sub-merchant by Billtrust in writing from time to time.

“Fees” means any amounts to be paid by Sub-merchant in connection with any Transaction as set forth in any applicable Order Form or otherwise in this Agreement.

“File” means a group of ACH entries stored for delivery to an ACH receiving point.

“In-Process Entries” means the aggregate dollar amount of all credit or debit Entries initiated by Billtrust and in process on any date for which settlement has not occurred with respect to credit Entries, or the applicable period for the return of items has not expired with respect to debit Entries.

“Issuer” means any acquiring bank or other financial institution that issues a Card to a Cardholder.

“Member Bank” has the meaning set forth in Section 6 of the Sub-Merchant Agreement.

“NACHA” means the National Automated Clearing House Association.

“NACHA Rules” means the NACHA Operating Rules and Guidelines, as such may be amended from time to time by NACHA.

“ODFI” (or an Originating Depository Financial Institution) means any financial institution that originates ACH Transactions on behalf of its customers and that is subject to the NACHA Rules.

“Operating Account” has the meaning set forth in Section A.3 of this Payment Schedule.

“Originator” means a company, individual, or entity that initiates entries into the ACH Network. For purposes of the Payment Schedule, Sub-merchant shall be deemed to be an Originator.

“Overlimit Entry” means an Entry the amount of which would cause the aggregate amount of In-Process Entries to exceed the Entry Settlement Limit.

“Payor” means a Person authorized to pay for the purchase of products or services via an ACH Transaction (also known as a “Receiver” as such term is defined by the NACHA Rules).

“Pre-Authorized Recurring Order Transaction” means any recurring Transaction which has been pre-authorized by the Cardholder for which the products or services are to be periodically delivered or performed by Sub-merchant without having to obtain approval from the Cardholder in each instance.

“Pre-notification Entry” means a non-dollar Entry entered prior to a dollar Entry to verify the accuracy of the routing and account numbers.

“RDFI” means a financial institution qualified by NACHA to receive ACH Transactions.

“Return Entry” means any item, which cannot be processed and is being returned by the RDFI to the ODFI for correction or re-initiation.

“Rules” means any Association Rules, NACHA Rules or any other rules or regulations issued or promulgated by any federal, state or local regulatory body with jurisdiction over any of the Payment Services, including but not limited to the Federal Trade Commission.

“Settlement Date” means the date on which settlement occurs, i.e., the date that funds actually change hands as a result of an ACH Transaction.

“Sub-merchant Statement” has the meaning set forth in Section B.1(e) of the Payment Schedule.

“Subscription Agreement” means the Subscription Agreement entered into between Billtrust and Sub-merchant.

“Transaction” means any ACH Transaction or Card Transaction, as well as any credits or voids thereof.

Appendix A

Merchant Services Agreement for Sub-merchants

This MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS (this “**Sub-Merchant Agreement**”) is made by and between WORLDPAY, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively “**Acquirer**”), and the sub-merchant (“**Sub-merchant**”) who is party to, and in connection with the payments-related agreement between Sub-merchant and Factor Systems, LLC d/b/a Billtrust (“**Provider**”). Acquirer will provide Sub-merchant with certain payment processing services (“**Services**”) in accordance with the terms of this Sub-merchant Agreement. In consideration of Sub-merchant’s receipt of credit or debit card funded payments, and participation in programs affiliated with Mastercard International Inc. (“**Mastercard**”), VISA U.S.A. Inc. (“**VISA**”), Discover (“**Discover**”), and certain similar entities (collectively, “**Associations**”), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By executing this Sub-merchant Agreement, Sub-merchant has fulfilled such requirement. However, Acquirer understands that Sub-merchant may have contracted with Provider to obtain certain processing services and that Provider may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant’s obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. Certain Sub-Merchant Responsibilities.

Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant’s agent (“**Agents**”) to comply, with the Association’s and other payment networks’ by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the Mastercard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively “**Operating Regulations**”). Sub-merchant may visit the VISA (usa.visa.com/support/small-business/regulations-fees.html), Mastercard (mastercard.us/en-us/business/overview/support/rules.html) and American Express (americanexpress.com/merchantsguide) websites to download a copy of the Visa, Mastercard and American Express regulations. Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations (“**Laws**”). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the USA PATRIOT Act, the Bank Secrecy Act, the Federal Trade Commission and obligations imposed by the US Treasury’s Office of Foreign Assets Control (OFAC). For purposes of this Section, Agents include, but are not

limited to, Sub-merchant’s software providers and/or equipment providers.

If appropriately indicated in Sub-merchant’s agreement with Provider, Sub-merchant may be a limited-acceptance merchant, which means that Sub-merchant has elected to accept only certain Visa and Mastercard card types (i.e., consumer credit, consumer debit, and commercial cards) and Sub-merchant must display appropriate signage to indicate the same. Acquirer has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sale made by Sub-merchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between Mastercard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 – Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between Mastercard, Visa, or any other acceptance brand.

2. Sub-Merchant Prohibitions.

Sub-merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder’s account number, card expiration date, signature, or any other card account data in plain view when mailed; ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (Any tax amount, if allowed, must be included in the transaction amount and not collected separately); iii) request or use an account number for any purpose other than as payment for its goods or services; iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant; v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such

case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service; vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Sub-merchant, irrespective of cardholder approval; vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt; viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable; or ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. Settlement.

Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-merchant, either directly to the Sub-merchant-Owned Designated Account or through Provider to an account designated by Provider ("**Provider Designated Account**"), at Acquirer's discretion, for such card transactions. Sub-merchant agrees that the deposit of funds to the Provider Designated Account shall discharge Acquirer of its settlement obligation to Sub-merchant, and that any dispute regarding the receipt or amount of settlement shall be between Provider and Sub-merchant. Acquirer will debit the Provider Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, provided that Acquirer may also debit Sub-merchant's designated demand deposit account ("**Sub-merchant-Owned Designated Account**") upon receipt of such account information from Sub-merchant or Provider, or if Acquirer deposits settlement funds into the Sub-merchant-Owned Designated Account. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant or Provider.

4. Term and Termination.

This Sub-merchant Agreement shall be binding upon Sub-merchant upon Sub-merchant's execution. The term of this Sub-merchant Agreement shall begin, and the terms of this Sub-merchant Agreement shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Sub-merchant Agreement by issuing a merchant identification number and shall be coterminous with Provider's agreement with Sub-merchant.

Notwithstanding the foregoing, Acquirer may immediately cease providing Services and/or terminate this Sub-merchant Agreement without notice if (i) Sub-merchant or Provider fails to pay any amount to Acquirer when due, (ii) in Acquirer's opinion, provision of a service to Sub-merchant or Provider may be a violation of the

Operating Regulations or any Laws, (iii) Acquirer believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquirer determines Sub-merchant poses a financial or regulatory risk to Acquirer, Member Bank, or an Association, (v) Acquirer's agreement with Provider terminates, (vi) any Association de-registers Provider, (vii) Acquirer ceases to be a member of the Associations or fails to have the required licenses, or (viii) Acquirer is required to do so by Member Bank or any of the Associations.

5. Limits of Liability.

Sub-merchant agrees to provide Acquirer, via a communication with Provider, with written notice of any alleged breach by Acquirer of this Sub-merchant Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach.

EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Sub-merchant Agreement. In the event that Sub-merchant has any claim arising in connection with the Services, rights, or obligations defined in this Sub-merchant Agreement, Sub-merchant shall proceed against Provider and not against Acquirer, unless otherwise specifically set forth in the Operating Regulations. In no event shall Acquirer have any liability to Sub-merchant with respect to this Sub-merchant Agreement or the Services. Sub-merchant acknowledges Acquirer is only providing this Sub-merchant Agreement to assist in Provider's processing relationship with Sub-merchant, that Acquirer is not liable for any action or failure to act by Provider, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider. If Provider is unable to provide its services to Sub-merchant in connection with this Sub-merchant Agreement and Acquirer elects to provide those services directly, Sub-merchant acknowledges and agrees that the provisions of this Sub-merchant Agreement will no longer apply and the terms of Acquirer's then-current Bank Card Merchant Agreement, which would be provided to Sub-merchant upon request, will govern Acquirer's relationship with Sub-merchant. If Provider subsequently provides its services to Sub-merchant in connection with this Sub-merchant Agreement, Acquirer will cease to provide such services after receipt of notice from Provider and this Sub-merchant Agreement will govern Acquirer's relationship with Sub-merchant.

6. Miscellaneous.

This Sub-merchant Agreement (a) is entered into, governed by, and construed pursuant to the laws of the State of Ohio without regard to conflicts of law provisions; (b) may not be assigned by Sub-merchant without the prior written consent of Acquirer; (c) shall be binding upon and inure to the benefit of the parties hereto and their



respective successors, transferees and assignees; and (d) is for the benefit of, and may be enforced only by, Acquirer and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Acquirer may amend this Sub-merchant Agreement upon notice to Sub-merchant in accordance with Acquirer's standard operating procedure. If any provision of this Sub-merchant Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Sub-merchant Agreement will be construed as if such provision is not contained in this Sub-merchant Agreement. "**Member Bank**", as used in this Sub-merchant Agreement, shall mean a member of VISA, Mastercard and/or Discover, as applicable, that provides sponsorship services in connection with this Sub-merchant Agreement. As of the commencement of this Sub-merchant Agreement, Member Bank shall be Fifth Third Bank, N. A., located in Cincinnati, OH, 45263. The Member Bank is a party to this Sub-merchant Agreement. The Member Bank may be changed, and its rights and obligations assigned to another party by Acquirer at any time without notice to Sub-merchant.