

## **DISTRIBUTION AGREEMENT TERMS AND CONDITIONS**

This Distribution Agreement (the "Agreement") between Merchant-Link, LLC, ("Merchant Link"), a Delaware limited liability company, with its principal offices at 8401 Colesville Road, Suite 750, Silver Spring, MD 20910 and Distributor (identified on the cover page) is made effective as of the Effective Date indicated on the cover page. Distributor and Merchant Link are sometimes referred to herein collectively as the "Parties" and each individually as a "Party."

### **RECITALS**

Merchant Link wishes to contract with Distributor for the purpose of (1) authorizing Distributor to resell certain products and services to Customers, and/or (2) authorizing Distributor to market certain products and services to Customers with the intention that Merchant Link or its suppliers, as applicable, will contract directly with such Customers for the provision of the relevant products and services, subject in either case to the terms and conditions of this Agreement.

Distributor is willing to enter such a business relationship, subject to the terms and conditions of this Agreement.

Accordingly, in consideration of the foregoing, and the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

#### **1. Distribution.**

A. **General.** During the Term of this Agreement, Distributor is authorized to (a) resell any Services or Hardware listed on an Exhibit to this Agreement as being provided for resale, and/or (b) market the Services and Hardware listed on an Exhibit to this Agreement as being subject to referral arrangements, i.e., with the intention that Merchant Link or its suppliers will contract directly with Customers for the provision of the applicable Services and Hardware. Distributor acknowledges that this authorization is non-exclusive, limited, and, subject to section 10(B) (Assignment), non-transferable.

B. **Pricing.** For Services and Hardware that Distributor is authorized to resell, the relevant Exhibit will indicate the applicable pricing to Distributor. For Services and Hardware that Distributor is authorized to distribute on a referral basis, the relevant Exhibit will indicate Merchant Link's standard pricing for the relevant items. Unless otherwise indicated in an Exhibit, all pricing indicated in the Exhibit is valid for 12 months starting on the effective date of the Exhibit; thereafter, upon at least 90 days' notice, Merchant Link may modify the pricing, provided that the new pricing will apply only to purchase orders submitted or new Customers referred (as applicable) after the effective date of the change.

C. **POS and PMS Compatibility.** Certain of the Services are intended for use in connection with data transmission and/or data encryption devices and systems for PMS or POS. As between the Parties, it is Distributor's responsibility to assure compatibility of its Customers' POS and/or PMS systems and devices with the Services. Merchant Link will from time to time upon request supply an up-to-date list of approved and supported devices and systems. If Merchant Link is required to perform interface development or other software or systems changes to make a Customer's systems and devices compatible with the Services, Merchant Link will provide a quote for those additional Services.

#### **D. Contract Terms.**

(1) **Resale.** With respect to any Services or Hardware that Distributor is authorized to resell, Distributor's contracts with its Customers for those items must include the terms indicated on Exhibit B (contract terms). At Distributor's discretion, Distributor may physically include those terms in its contract, or may include a provision in its contract advising the Customer that the Customer is subject to

the additional terms and conditions posted at <http://www.merchantlink.com/terms-of-use>. Any material deviation from those terms must be approved by Merchant Link. Subject to the foregoing, Distributor may determine the terms and conditions under which it provides the Services and/or Hardware to its Customers, including, but not limited to, the pricing it may offer to its Customers. Merchant Link does not determine the pricing that Distributor will offer to its Customers and, except as provided in this Agreement, does not determine the applicable terms and conditions under which resold Hardware or Services are supplied to Customers.

(2) Early Termination of Customer Contract. Distributor has the authority to determine in its sole discretion whether to enter into a contract with a Customer for the purposes of resale of Services and whether and for how long to maintain that contract in force. However, if the Exhibit specifies that Merchant Link's pricing is based on a minimum duration of Services, then, if the Customer contract terminates other than based on Distributor's or Merchant Link's breach or failure to provide services and before the expiration of the minimum duration, Distributor will pay to Merchant Link an early termination charge of the greater of (a) the minimum monthly Fees for recurring Services multiplied by the number of months remaining in the minimum duration as of the effective date of the termination, or (b) an amount calculated by multiplying the average monthly Fees from the immediately preceding 6 months by the number of months remaining in the minimum duration as of the effective date of the termination.

(3) Referral. Distributor may refer to Merchant Link Customers that it has determined to be appropriate purchasers of the Services and/or Hardware that are being offered under a referral arrangement. The prices and other terms and conditions offered to a Customer under a referral arrangement will be those that are agreed between the Customer on the one hand and Merchant Link or the relevant supplier, as applicable, on the other hand (provided, Merchant Link or its supplier, as applicable, will offer the standard prices identified in the relevant Exhibit to qualified Customers referred by Distributor, as determined by Merchant Link or its supplier, as applicable). Distributor will have no authority to bind Merchant Link or its suppliers in respect of a referral arrangement, and is not authorized to make any representation or warranty to any prospective referral Customer regarding the Hardware or Services that is inconsistent with the terms of this Agreement and the relevant Exhibit. As between Distributor on the one hand, and Merchant Link or its supplier, as applicable, on the other hand, Merchant Link or its supplier have sole discretion to determine whether to enter into a contract with a referred Customer and whether and for how long to maintain that contract in force. No termination or expiration of this Agreement will have any effect on any referred Customer contract that that is in effect as of the time of termination or expiration of this Agreement.

#### E. Procedure

(1) Resale. To initiate a purchase for resale, Distributor will submit a purchase order confirming the item(s) purchased, the ship-to address for tangible items, and other relevant information for the order. Merchant Link will use commercially reasonable efforts to deliver Hardware and other tangible items by the date specified in Merchant Link's order acceptance. Merchant Link is not liable for delay or failure of delivery to the extent the delay or failure is not the direct result of Merchant Link's acts or omissions.

(2) Referral. The relevant Exhibit may indicate the procedure for referral contracts, including, e.g., as applicable, who at Merchant Link must be notified of the opportunity, and what information must be supplied by the Distributor in respect of the opportunity. Where the Exhibit does not so indicate, Merchant Link will supply the required information upon request.

(3) Support Renewal. Unless otherwise indicated in an Exhibit A, Merchant Link will notify Distributor monthly of upcoming support Services renewals for Distributor's Customers (provided that Merchant Link is aware of such Customer as having purchased renewable support Services). The monthly report will include upcoming support Services renewals during the three full Months following the date of the report. Distributor must notify Merchant Link of any Customers that have elected to not renew support Services, or that otherwise will not be renewing support Services for any reason, on or before the 20<sup>th</sup> day of the month in which the renewal would occur. By way of example only, the July report will

reflect renewals for August 1, September 1, and October 1, and the Distributor must notify Merchant Link on or before August 20 if any of the scheduled August 1 renewals will not be renewing, on or before September 20 if any of the scheduled September 1 renewals will not be renewing, and on or before October 20 if any of the scheduled October 1 renewals will not be renewing. Failure to timely notify Merchant Link of a Customer non-renewal allows Merchant Link to proceed as if the Customer were renewing and to invoice Distributor accordingly.

F. Hardware. Merchant Link retains title, ownership, and right of possession of the Hardware until shipment. Upon shipment, Distributor takes title to the Hardware and bears all risk of loss or damage to the hardware from any cause whatsoever (subject to the provisions of section 5(D) (Warranties—Hardware). Hardware is not returnable except if an item is not the item ordered by Distributor or items are delivered in excess of the quantities specified (collectively, “Excess Items”), or if items are being returned for warranty service (which includes items that fail to properly operate out of the box). Distributor may return Excess Items for full credit provided the Excess Items are returned within 10 business days of receipt and have not been removed from their packaging; Merchant Link will post a credit to Distributor’s account in the amount of the reasonable shipping cost of the return. For Excess Items that are returned in open box or used condition, or that are returned more than 10 business days after receipt, Merchant Link will fully credit the purchase price plus shipping and handling, less a restocking fee, but Merchant Link will not credit Distributor for the return shipping cost. With respect to any software that is embedded in or otherwise supplied with the Hardware, Merchant Link extends to Distributor the right to supply to Customers a perpetual (i.e., the license has no defined duration or expiration date, but may be terminated based on a material breach of this Agreement with respect thereto) non-exclusive, royalty-free license to use the software and allow third parties to use for the benefit of a Customer the software. The software may be transferred by Distributor, or subsequently by Customer, with the Hardware but not separately from the Hardware. Distributor agrees that neither it nor any persons working on its behalf will reverse engineer, decompile, or otherwise attempt to derive the source code of, or otherwise alter any part of, any Merchant Link software supplied with or embedded in the Hardware. The license does not include the supply of updates and upgrades to the software, which Merchant Link offers as a chargeable service (either as part of its support services, or as included in other periodic Services fees).

G. Expedited Implementation Services. Distributor may request that Merchant Link’s implementation Services be provided on an expedited basis. If Merchant Link agrees to perform those Services on an expedited basis, then Distributor must give Merchant Link all necessary instructions and complete and accurate information during normal business hours (9 AM ET – 5 PM ET) at least 72 hours before the time that the Services will be performed. If Distributor requests expedited implementation Services and Merchant Link agrees to provide them, but Distributor does not provide complete and correct information and instructions by the deadline indicated above, then Merchant Link will use commercially reasonable efforts to complete the implementation Services, but cannot guarantee completion by the required time. In all circumstances, however, once Merchant Link has agreed to perform Services on an expedited basis, the Expedite Fees indicated in the relevant Exhibit will apply.

## 2. Fees.

A. General. In consideration of the Services and/or Hardware supplied by Merchant Link (except for those supplied directly to a Customer under a referral contract), Distributor will pay the Fees indicated in the relevant Exhibit. Unless otherwise specified in the relevant Exhibit, or otherwise directed by Merchant Link, or as otherwise agreed by the Parties, all Fees will be billed on a monthly basis for the total Fees incurred during the previous month, provided that (i) technical support Services (if separately billed) are payable in advance of the relevant support services period, and (ii) for Hardware, unless otherwise specified in the relevant Exhibit, Merchant Link will invoice upon shipment of the Hardware. Unless otherwise specified in the relevant Exhibit, billing for recurring Services will begin upon certification, installation, or upon the first transaction, whichever occurs first. All Fees are stated in U.S. Dollars unless otherwise designated.

B. Referral Fees. For those Services and Hardware that Distributor is authorized to market subject to a referral arrangement, Merchant Link will pay Distributor referral fees in the amounts or percentages specified in the relevant Exhibits; provided, that for particular Services or Hardware, a different compensation structure may apply (where applicable, the specific compensation structure will be described in the relevant Exhibit). Unless otherwise indicated in the relevant Exhibit, the following provisions apply to the payment of referral fees:

- Merchant Link will calculate and pay referral fees monthly, on or before the last day of the month following the month in which Merchant Link received fees for the relevant Services from the Customer.
- Referral fees will be payable to Distributor only to the extent Merchant Link collects Services and Hardware fees from the Customer.
- Unless otherwise specified in the relevant Exhibit with respect to particular referral fees, upon termination or expiration of this Agreement, Merchant Link's obligation to pay referral fees to Distributor will continue for so long as the Customer remains a customer of Merchant Link for the referred Hardware or Software, as applicable, and this obligation will survive the expiration or termination of this Agreement.
- Referral fees are only due in respect of Customers who enter into a written contract with Merchant Link for the relevant Services or Hardware as a direct result of Distributor's efforts. Unless otherwise specifically agreed by the Parties in a particular case, no referral fees will be paid with respect to (i) any Customer with which Merchant Link may sign a contract for the same Services or Hardware independently of any referral by Distributor; or (ii) any Customer who is first referred to Merchant Link by another party other than Distributor.
- Where the referral fees are calculated with reference to the standard prices identified in the relevant Exhibit, if Merchant Link and Customer agree to fees in the actual referral contract that are lower than the standard prices identified in the relevant Exhibit, then (unless otherwise specifically agreed by the Parties at the time, Merchant Link will pay Distributor referral fees that reflect an adjustment in the same percentage as the variation between the standard prices and the fees actually paid by the Customer to Merchant Link.

C. Payment. Except as specified in an Exhibit A or as agreed by the Parties, Fees may be paid by ACH, credit card, or check. Upon request, Distributor will supply relevant information for setting up the ACH payment process. For Fees paid by ACH or credit card, Merchant Link processes the payments on the 15<sup>th</sup> of each month for Fees incurred during the prior services period. For any Fees payable by check, payment is due net 30 days from the date of the invoice. Subject to section 2(F) (Disputed Amounts): (i) amounts not paid by the relevant due date will bear interest until paid at the rate of 10% per annum (or the maximum rate allowable by law if less than 10%); and (ii) if any undisputed Services Fees remain unpaid for more than fifteen business days after their due date, Merchant Link may suspend providing the Services (or, if applicable, the portion of the Services to which the Fees relate) until the unpaid amounts are paid in full.

D. Taxes. The prices and rates quoted in each Exhibit are exclusive of any applicable sales or similar tax (including, when applicable, VAT, GST/HST, or other similar taxes). Unless Distributor is exempt from applicable taxation and provides a valid exemption certificate or other comparable evidence of exemption, Distributor will pay any applicable taxes imposed on the Services and any related equipment, intellectual property, supplies, and other goods purchased or tangible property provided under this Agreement (but, for clarity, not including taxes based upon Merchant Link's net income).

E. Shipping and Handling. For Hardware or other tangible items that Merchant Link is supplying to Distributor, Distributor will pay any shipping and handling charges including, if Distributor requests it, the additional costs associated with rush delivery.

F. Disputed Amounts. If Distributor disputes the accuracy or applicability of a fee, charge, credit, or other financial arrangement stated in an invoice or otherwise assessed to Distributor, Distributor must notify Merchant Link of the dispute before the due date for the payment. Distributor's failure to timely notify Merchant Link of a dispute allows Merchant Link to proceed as if the invoice or charge were

undisputed but does not waive any claims or defenses that Distributor may have with respect to the invoice or charge. If Distributor timely notifies Merchant Link of a dispute, Distributor will not be required to pay the disputed item and Merchant Link may not assess interest or suspend providing Services as a result of the non-payment unless and until the Parties have successfully resolved the dispute and determined that the disputed amount is due and payable and Distributor does not pay the amount within 10 business days of the determination. If Distributor, in its sole discretion, elects to pay a disputed fee, the amounts paid are deemed to have been paid with a reservation of rights by Distributor. A dispute as to one invoice or charge does not entitle Distributor to withhold payment of any other invoice or charge, or of any undisputed charge on the invoice.

**3. Term.** The Term of this Agreement will commence on the Effective Date specified on the cover page, and will continue for the duration of the initial Term specified on the cover page. Upon expiration of the initial Term, the Term will automatically renew for successive one-year periods unless either Party non-renews it (effective at the end of the then-current Term) by giving written notice at least 90 days before the end of the then-current Term.

A. Termination. Each Party can terminate this Agreement as a result of a material breach by the other Party that is not cured in all material respects within thirty days of written notice to the breaching Party. Each Party can also terminate this Agreement immediately upon notice to the other Party in case of a breach of sections 4 (Confidentiality) or 10(B) (Assignment).

B. Effect of Termination. Upon non-renewal or termination of this Agreement, Distributor will pay Merchant Link for Hardware and Services supplied through the date of the non-renewal or termination, and (except as indicated below) Merchant Link will immediately cease providing Services. Distributor will, as of the non-renewal date or termination date (as applicable) no longer be authorized to resell Services or Hardware, or refer Customers to Merchant Link. In accordance with section 1(D)(3), no termination or expiration of this Agreement will have any effect on any referred Customer contract that that is in effect as of the time of termination or expiration of this Agreement. Additionally, contracts for ongoing Services that were re-sold during the term will remain in force in accordance with their terms, subject to section 1(D)(2); for clarity, Merchant Link will continue to supply the relevant Services and/or Hardware, subject to Distributor continuing to pay for the Services and/or Hardware and otherwise complying with applicable obligations under the Agreement pertaining to the purchase and resale of Services and/or Hardware.

C. Survival. The following sections will survive the non-renewal or termination of the Agreement: Sections 2(C) (Payment), 3(B) (Effect of Termination), 4 (Confidentiality), 5(D) (Warranties—Hardware) [*provided, section 5(D) survives for only 90 days after the end of the Term*], 5(E) (Limitations and Exclusions), 6 (Indemnity), and 7 (Legal Matters), along with any other provisions that, by their terms, are clearly intended to have effect after the non-renewal or termination of this Agreement.

#### **4. Confidentiality.**

A. General Obligations. Receiving Party will keep Disclosing Party's Confidential Information confidential and safeguard the Confidential Information using at least the same degree of care as it uses to safeguard its own Confidential Information, which will not be less than a reasonable degree of care. Receiving Party will not use Disclosing Party's Confidential Information for any purpose other than fulfilling its obligations under this Agreement. Subject to any exceptions indicated in this Agreement, Receiving Party will not disclose Confidential Information to any third parties without the written permission of Disclosing Party. Receiving Party will provide or provide access to a Disclosing Party's Confidential Information only to those of Receiving Party's personnel who need to know or have access to the information to perform Receiving Party's obligations or exercise Receiving Party's rights under this Agreement, and only then after informing its personnel of the confidential nature of the information and of their obligation to maintain the confidential nature of the Confidential Information.

B. Return or Destroy. At a Disclosing Party's written request, and on or before the date that is 30 days after the termination or expiration of this Agreement, Receiving Party will to the extent

commercially reasonably technically possible promptly return (or destroy if destruction is requested specifically) all of Disclosing Party's Confidential Information in its possession or control and will not retain any copies, in whole or in part, of the Confidential Information except as may be required to comply with any applicable legal or accounting recordkeeping requirements. Upon Disclosing Party's written request, an authorized officer of Receiving Party will certify in writing that Receiving Party has complied with this section. Any information not returned or destroyed (whether because not commercially reasonably technically possible to do so or because it was retained to comply with applicable legal or accounting recordkeeping requirements) will remain subject to the obligations in this section 4 (Confidentiality) for so long as the Receiving Party has possession or control of it.

C. Government Requirement. If Receiving Party is the subject of a court or government agency order to disclose Disclosing Party's Confidential Information, and unless legally prohibited from doing so, Receiving Party will promptly notify Disclosing Party to allow Disclosing Party to contest the order. If the Disclosing Party does not contest the order, or if a protective order (or similar) is ultimately not issued, then the Receiving Party may comply with a lawful order to disclose Confidential Information.

## 5. Warranties.

A. General – Merchant Link. Merchant Link has and will maintain all licenses, approvals and permits that are necessary to perform Merchant Link's obligations under this Agreement. Merchant Link warrants to Distributor that: (i) Merchant Link has validly executed and delivered this Agreement and it constitutes a legal, valid, and binding obligation of Merchant Link, enforceable against Merchant Link in accordance with its terms; (ii) there are no pending lawsuits, actions, or any other legal or administrative proceedings against Merchant Link (or to Merchant Link's knowledge, any threatened suits or actions) that, if the relevant body were to rule against Merchant Link, would have a material adverse effect on Merchant Link's ability to perform its obligations under this Agreement. Merchant Link uses commercially reasonable efforts consistent with industry standards and, where applicable, processor requirements, to safeguard Customer data transmitted as part of the Services; provided, that Merchant Link disclaims any warranty and expressly denies that the foregoing will prevent all unauthorized or inappropriate access by or disclosure to third parties. Merchant Link warrants that it will perform all Services in a workmanlike manner, in accordance with the requirements of this Agreement, and consistently with applicable industry standards for those Services. Any know-how, processes, techniques, concepts, tools, data, or intellectual property Merchant Link, its supplier, or its or their authorized agent uses in performing the Services is proprietary to Merchant Link and its licensors and suppliers and remains (as between Merchant Link on the one hand and Distributor and Customers on the other hand) the exclusive property of Merchant Link.

B. General – Distributor. Distributor has and will maintain all licenses, approvals and permits that are necessary to perform Distributor's obligations under this Agreement. Distributor warrants to Merchant Link that Distributor has validly executed and delivered this Agreement and it constitutes a legal, valid, and binding obligation of Distributor, enforceable against Distributor in accordance with its terms.

### C. PCI-DSS.

1. Merchant Link acknowledges that it processes, transmits, and/or stores cardholder data in the performance of certain services provided to Customers, and is therefore considered a "service provider" under Requirement 12.8 of the PCI-DSS. Accordingly, Merchant Link agrees that it is responsible for the security of cardholder data that it possesses or otherwise stores, processes, or transmits on behalf of a Customer, or to the extent that Merchant Link could impact the security of a Customer's cardholder data environment. Merchant Link will not be liable for the disclosure, monitoring, loss, alteration or corruption of Customer data to the extent it results from the Customer's failure to implement reasonable security measures to protect against the unauthorized use of facilities, computers, network access devices, and passwords. As of the Effective Date, and throughout the Term, Merchant Link is and will remain validated under the PCI-DSS as a compliant service provider (as those terms are defined in the PCI-DSS). From time to time upon request, Merchant Link will supply evidence of its then-most recent validation of compliance.

2. Distributor acknowledges that it provides services to Customers who are subject to certain provisions of the PCI-DSS in their capacity as merchants that accept payment cards. During the Term, Distributor will comply with all provisions of the PCI-DSS that are applicable to it in its capacity as a provider of services to merchants that accept payment cards.

D. Hardware. Merchant Link warrants that, upon receipt by Distributor, the Hardware will be new (unless otherwise previously agreed by the Parties) and in good working order. For a period of 90 days after receipt, if any Hardware item sold under this Agreement is determined to be defective in material or workmanship or otherwise not in conformity with the preceding warranty (including, for clarity, items that fail to operate properly out of the box), Merchant Link will promptly replace the item at no charge to Distributor, repair the item at no charge to Distributor, or issue a credit to Distributor against future purchases for the purchase price of the non-conforming Hardware. The foregoing will be Distributor's exclusive remedy for a breach of the warranty in this section. Items supplied as replacements may be new or refurbished; in either case, the replacement item will be subject to warranty only for the remaining portion of the warranty on the original item, if any. There is no warranty coverage for damage or defect caused by Distributor or Customer negligence or abuse, power fluctuations, criminal activity, fire, water or other liquid spillage, or installation, configuration, or repairs not performed by Merchant Link or its authorized agent.

E. Limitations and Exclusions. SUBJECT TO ANY EXPRESS WARRANTIES STATED IN THIS AGREEMENT, MERCHANT LINK DISCLAIMS ALL WARRANTIES ON THE HARDWARE AND SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. MERCHANT LINK DOES NOT WARRANT AND EXPRESSLY DISCLAIMS ANY WARRANTY THAT ACCESS TO OR USAGE OF THE SERVICES AND HARDWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT CONTENT WILL NOT BE LOST OR THAT SECURITY WILL NOT BE COMPROMISED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MERCHANT LINK'S SOLE OBLIGATION UNDER THE EXPRESS WARRANTIES IN THIS AGREEMENT ARE LIMITED TO THE PROMPT REPAIR OR REPLACEMENT OF DEFECTIVE UNITS, OR THE PROMPT RE-PERFORMANCE OF SERVICES, AS APPLICABLE; IF SUCH REMEDY IS DETERMINED TO FAIL ITS ESSENTIAL PURPOSE, THEN CLAIMS ARE SUBJECT TO THE PROVISIONS OF SECTION 7(C) (LIMITATION OF LIABILITY). MERCHANT LINK MAY MODIFY ITS SYSTEMS OR SERVICES FROM TIME TO TIME AND SUCH CHANGES MAY REQUIRE THAT A CUSTOMER UPGRADE OR MODIFY ITS NETWORK, HARDWARE, SOFTWARE, OR OTHER SYSTEMS TO ASSURE CONTINUED COMPATIBILITY AND CONNECTIVITY WITH MERCHANT LINK'S SYSTEMS AND SERVICES. MERCHANT LINK DOES NOT ACCEPT OR ASSUME ANY LIABILITY FOR DISTRIBUTOR'S FAILURE TO PERFORM IN ACCORDANCE WITH THIS AGREEMENT OR DISTRIBUTOR'S OR A CUSTOMER'S MISUSE OF HARDWARE OR SERVICES, OR ANY RESULTS FROM THE USE OF SERVICES OR OTHERWISE THAT ARE CAUSED BY DISTRIBUTOR'S OR A CUSTOMER'S ACTS, OMISSIONS, OR NEGLIGENCE, OR THOSE OF A SUBCONTRACTOR, AGENT, OR EMPLOYEE OF DISTRIBUTOR OR A CUSTOMER. Merchant Link does not make, and expressly disclaims, any warranties or obligations of any kind on any third party products not supplied by Merchant Link that Distributor or a Customer may use in connection with Hardware or Services supplied by Merchant Link.

## 6. Indemnity.

A. IP Matters. If a third party makes a claim against either Distributor or Merchant Link ("Recipient," which may refer to Distributor or Merchant Link depending upon which Party received the Material), that any information, design, specification, instruction, software, data, hardware, or material (collectively, "Material") furnished by either Distributor or Merchant Link ("Provider," which may refer to Distributor or Merchant Link depending on which Party provided the Material) and used by the Recipient infringes the third party's intellectual property rights (which includes copyright and patent rights), the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the

third party claiming infringement or the settlement agreed to by the Provider, if the Recipient complies with the obligations in section 8(F) for Indemnified Parties. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any prepaid fees the Recipient may have paid to the other Party for it (for clarity, if a one-time license, then the entirety of the license fee, and if a subscription-based service, then only any prepaid unused services fees); where Merchant Link is the Provider, Merchant Link may, at its option and upon 30 days' prior written notice, terminate the Agreement but only with respect to the affected software or Services. In the case of hardware only, if the Provider believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, the Provider may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the net book value of the hardware (along with any prepaid ongoing unused fees relating directly to the hardware). Nothing in this Agreement is intended to or shall be interpreted to require either Party to indemnify the other in respect of third party items not supplied to the Recipient by the Indemnifying Party. Notwithstanding the provisions of this section, the Provider will not indemnify the Recipient if the Recipient alters Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Merchant Link will not indemnify Distributor for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Merchant Link. Merchant Link will not indemnify Distributor for any intellectual property infringement claim(s) known to Distributor at the time license rights are obtained. This section provides the Parties' exclusive remedy for any infringement claims or damages.

THIS SECTION SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF THE INDEMNIFYING PARTY AND THE SOLE AND EXCLUSIVE REMEDY FOR THE INDEMNIFIED PARTY FOR ANY DAMAGES COVERED UNDER THIS SECTION; PROVIDED this section does not apply to any claim (whether direct or indirect) for which a sole and exclusive remedy is provided under another section of this Agreement.

B. Customer Matters. Distributor will indemnify and defend Merchant Link and its officers, employees, agents, affiliates, successors and permitted assigns against any and all Losses arising out of: (i) any third party claim resulting from or relating to use of contract terms other than those listed in Exhibit B (whether in addition to those listed on Exhibit B or whether a modification to a term listed in Exhibit B that Merchant Link did not approve of in writing); (ii) Distributor's failure to include the Exhibit B terms directly or by reference in its contract with its Customer; (iii) Distributor's intentional misrepresentations or false statements to a Customer regarding the Hardware or Services; or (iv) Distributor's material breach or non-fulfillment of any of Distributor's obligations under a contract with a Customer (except to the extent the breach or non-fulfillment directly results from Merchant Link's acts or omissions).

C. Exception. Notwithstanding anything to the contrary in this Agreement, an Indemnifying Party is not obligated to indemnify or defend an Indemnified Party against any claim (whether direct or indirect) to the extent the claim or corresponding Losses arise out of or result from an Indemnified Party's: (a) negligence or more culpable act or omission (including recklessness or willful misconduct); or (b) failure to comply with any of its obligations set forth in this Agreement.

D. Indemnification Procedure. An Indemnified Party must notify an Indemnifying Party promptly of any indemnity claim in writing, provided that the failure to give notice will not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party was



actually and materially prejudiced by the failure. An Indemnifying Party will have the sole right to conduct the defense of the claim or action and all negotiations for its settlement or compromise unless otherwise agreed to in writing (provided, an Indemnifying Party may not settle any claim without the consent of the Indemnified Party where the settlement involves a remedy other than the payment of money), and provided further that an Indemnified Party may participate in the defense or settlement of any claim at its own expense. However, if an Indemnifying Party, after receiving notice of a claim, fails promptly to begin the defense of the claim or action in a manner that may prejudice the Indemnified Party's interests, then an Indemnified Party may (without further notice to the Indemnifying Party) retain counsel and undertake the defense, compromise, or settlement of the claim or action at the expense of the Indemnifying Party.

## **7. Legal Matters.**

A. Law and Courts. This Agreement and any claims arising under or relating to this Agreement will be governed by and construed in accordance with the laws of the State of Maryland without regard to its conflict of laws rules. The federal courts in Maryland and the state courts in Montgomery County, Maryland have exclusive jurisdiction over all claims arising under or relating to this Agreement, whether sounding in contract, tort, or otherwise, and regardless of whether persons or entities who are not party to this Agreement are parties to the action. If either Party commences legal action to enforce or defend its rights under this Agreement, the prevailing party in the action will be entitled to recover its costs and reasonable attorneys' fees in addition to any other relief granted; in addition, a Party is entitled to an award of attorney's fees and costs in an action in which the other Party unsuccessfully seeks damages or relief expressly barred by this Agreement. EACH PARTY VOLUNTARILY, IRREVOCABLY, AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT. The Parties agree that, to the maximum extent permitted by law, the Maryland Uniform Computer Information Transactions Act does not apply to the transactions and other matters contained in this Agreement.

B. Mitigation. Nothing in this Agreement restricts or limits any Party's general obligation at law to mitigate any loss or damage which it may incur in consequence of a matter giving rise to a claim against the other Party (including, for clarity, an indemnity claim against the other Party).

C. Limitation of Liability. Except for a Party's obligations under sections 4 (Confidentiality) and 6 (Indemnity), the cumulative aggregate liability of a Party for any cause whatsoever including but not limited to those arising out of or related to this Agreement, the Hardware, the Services, or a Party's rights or obligations under this Agreement, and regardless of the form of action or legal theory will be limited to an amount equal to the total fees paid to Merchant Link by Distributor under this Agreement during the twelve months immediately preceding the date the liability arose, and notwithstanding any failure of essential purpose of any limited remedy or this limitation of liability. With respect to a Party's obligations under sections 4 (Confidentiality) and 6 (Indemnity), the cumulative aggregate liability of a Party for any cause whatsoever including but not limited to those arising out of or related to this Agreement, the Hardware, the Services, or a Party's rights or obligations under this Agreement, and regardless of the form of action or legal theory will be limited to an amount equal to 2.5 multiplied by the total fees paid to Merchant Link by Distributor under this Agreement during the twelve months immediately preceding the date the liability arose, and notwithstanding any failure of essential purpose of any limited remedy or this limitation of liability.

iii. IN NO EVENT WILL A PARTY OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF GOODWILL OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER EITHER

PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This limitation of liability clause is independent of any other limitation of liability in this Agreement and reflects a separate allocation of risk from any other provisions specifying or limiting a Party's remedies.

D. Export. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Hardware and Services. Distributor will comply with all applicable export laws and regulations (including "deemed export" and "deemed re-export" regulations). Distributor agrees that no Hardware, Services, or other items supplied by Merchant Link, and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws.

## **8. Publicity and Marketing.**

A. General. Either Party may issue a press release, subject to the other Party's prior written approval, announcing the existence of this Agreement. However, neither Party may publicly disclose the specific terms of this Agreement without the other Party's prior written approval (which approval may be withheld in a Party's sole discretion). Subject to the foregoing, neither Party will use any trade name, trademark, service mark, or any other information that identifies the other Party in the Party's sales, marketing, or publicity activities, without the prior written consent of the other Party in each instance.

B. Marketing. The Parties may agree to cooperate in joint marketing campaigns to potential Customers. Unless otherwise agreed by the Parties at the time: (1) each Party will bear its own costs of such efforts; (2) both Parties will have approval on copy, usage and placement; (3) both Parties will dedicate appropriate resources (including personnel) to the campaign; and (4) both Parties will share relevant information as may be necessary or appropriate to plan and execute an effective campaign.

## **9. Intellectual Property.**

A. Marks. Subject to the terms of this Agreement, Merchant Link grants Distributor a non-exclusive, royalty-free, limited license to use Merchant Link's proprietary trademarks and service marks only to the extent necessary to market the Services and Hardware. Distributor agrees that it will use any marks of Merchant Link or its affiliates only in the manner authorized in writing by Merchant Link, and will display those marks only as reasonably directed or authorized by Merchant Link. Subject to the terms of this Agreement, Distributor grants Merchant Link a non-exclusive, royalty-free, limited license to use Distributor's proprietary trademarks and service marks only to the extent necessary for Merchant Link to supply the Services and Hardware. Merchant Link agrees that it will use any marks of Distributor or its affiliates only in the manner reasonably directed or authorized by Distributor.

B. Other Intellectual Property. All copyright, patent, trade secrets, and other proprietary rights in and to all technical information, software, computer or other apparatus, specifications, drawings, records, documentation, reports, data, concepts and other information or materials that Merchant Link uses in connection with the provision of the Services and Hardware, or that are acquired or developed by Merchant Link during the term of this Agreement, will (as between Merchant Link and Distributor) be owned by and remain the exclusive property of Merchant Link or its licensors. Distributor will neither retain nor copy such items unless Merchant Link expressly so agrees in writing. Distributor agrees that neither it nor any persons working on its behalf will have any rights in or any license to use, copy, distribute any of the foregoing except during the term of the Agreement, and where and to the extent expressly authorized by this Agreement, and subject to all applicable provisions of this Agreement, and further agrees that neither it nor any persons working on its behalf will reverse engineer, decompile, or otherwise alter any part of any Merchant Link software or other Merchant Link intellectual property that Merchant Link may supply or make available to Distributor during the term of this Agreement..

## **10. General Terms**

A. Notice. Routine communications (i.e., invoices, purchase orders, etc.) may be transmitted by mail, e-mail, fax, or any other means that both Parties agree to use. Whenever this

Agreement requires a formal notice, request, or demand from one Party to another (a "Legal Notice"), the Legal Notice must be in writing to be effective and will be deemed to be delivered and received as follows: (i) if personally delivered, or if delivered by nationally-recognized carriers (e.g., UPS, FedEx), or if delivered by fax, when actually received by the Party to whom notice is sent, or (ii) if delivered by mail, at the close of business on the third business day next following the day when placed in the mail, postage prepaid, certified or registered, addressed to the appropriate Party. Distributor's address for Legal Notices is indicated on the cover page. Merchant Link's address for Legal Notices is: **Merchant Link, LLC, Attn: Legal Department, 8401 Colesville Road, Suite 750, Silver Spring, MD 20910**. Either Party may change its address for Legal Notices at any time by providing the other Party with written notice of the change using one of the above methods.

B. Assignment. Except as otherwise provided in this section, neither Party may assign or transfer this Agreement or any of its obligations hereunder without the prior written consent of the other Party, consent to not be unreasonably withheld. A Party may assign this Agreement in its entirety upon notice to the other Party (but without the necessity of consent) in connection with a merger of such Party into another party, an acquisition of all or a controlling equity interest in such Party, or in connection with an acquisition of all or substantially all of such Party's assets. Additionally, Merchant Link may use subcontractors for any of its obligations hereunder with or without notice to Distributor, provided that Merchant Link will remain responsible for all its obligations under this Agreement performed by any subcontractors to the same extent as if the obligations were performed by Merchant Link personnel.

C. Force Majeure. Neither Party will be liable to the other Party nor be deemed to have defaulted under or breached this Agreement for any failure or delay in fulfilling or performing any term of this Agreement due to a Force Majeure Event. A Party seeking to have its performance excused as a result of a Force Majeure Event must promptly notify the other Party thereof, and must promptly recommence performance after the intervening cause ceases. If a Force Majeure Event continues to prevent performance hereunder for ten (10) business days, the Party not directly experiencing the Force Majeure Event may terminate the Agreement without penalty upon written notice to the affected Party.

D. Other. No Party is, by virtue of this Agreement, authorized as an agent, employee, or legal representative of the other Party, and the relationship of the Parties is, and at all times will continue to be, that of independent contractors. There is no partnership, joint venture, or agency relationship existing between Merchant Link and Distributor. Each Party is responsible for paying its own employees, including all benefits, applicable employment-related taxes, and insurance. Should any provision of this Agreement be held invalid or unenforceable, that invalidity will not invalidate the whole of this Agreement, but rather that invalid provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force. When used in this Agreement, "includes" and words of similar import mean "includes without limitation," "or" is not deemed exclusive, and "hereof" "herein" and words of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement, unless in each case otherwise expressly indicated. Except as expressly stated in this Agreement, references to any law, regulation, or industry standard (including, e.g., the PCI-DSS), or section thereof, are to those laws, regulations, or industry standards, or sections thereof, as amended or replaced from time to time, and (in the case of laws) any rules or regulations promulgated under such laws. Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement will not be deemed a waiver of that term, covenant or condition of any other term, covenant or condition of the Agreement. Neither any course of conduct or dealing, nor any failure or delay by a Party in exercising its rights under this Agreement, will operate as a waiver of any right, and no single or partial exercise of any right will preclude any other or further exercise of such right or any other right. An express waiver given by a Party applies only to the specific instance for which it is given. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement. Neither this Agreement nor any other agreement contemplated in this Agreement will be deemed to confer upon any person not a party to this Agreement any rights or remedies contained in this Agreement.

E. Entire Agreement. All schedules and exhibits attached to or included in this Agreement are deemed a part of this Agreement for all purposes. This Agreement constitutes the entire agreement

between the Parties with respect to its subject matter, and supersedes any prior or contemporaneous oral or written agreements or communications with respect thereto. To be effective, an amendment must be in writing, signed by both Parties, and expressly identified as an amendment to this Agreement. The provisions of this Agreement, including its schedules and exhibits, govern the purchase of all Hardware and Services to the exclusion of any other terms and conditions that may be stated in Distributor's purchase order, in any equipment leasing or other financing-related documentation related to the purchase, in any invoices, or in any other documentation the Parties may exchange in connection with these transactions. This Agreement may be executed in as many counterparts as may be required, each of which when delivered is an original but all of which taken together constitute one and the same instrument. A signature received via fax or electronically via email will be as legally binding for all purposes as an original signature.

**11. Specific Terms.** This section contains terms that apply only to certain Services or Hardware (or both) that Merchant Link may supply to Distributor for resale or for marketing under a referral arrangement.

A. Implementation of Hosted Payment Gateway and Related Services. Merchant Link will work with the appropriate banks, processors, partners and vendors (collectively, the "Payment Vendors") to aid in the setup and/or verification of Customer's payment processing accounts. Merchant Link will obtain Customer and terminal ID numbers and parameter information from the Customer-designated Payment Vendors and test with them, processing each payment type Customer plans to accept. Testing, for purposes of this clause, consists only of determining whether Customer's POS and/or PMS systems and/or terminals will communicate with each other and with Merchant Link's systems; for clarity, testing does not include or address whether Customer's terminals and/or systems function in accordance with their respective specifications, are free of defects, or comply with applicable laws or industry rules (including, e.g., the PCI-DSS standards). Merchant Link will schedule implementation of the Customer's system if all payment types test successfully. If any payment type test fails, Merchant Link, in concert with the appropriate Payment Vendor, will endeavor to correct any problems. Once the Customer's system is live, Merchant Link will check batch success with the appropriate Payment Vendor and verify the Payment Vendor's batch totals within Merchant Link's internal systems.

B. TransactionVault® installations. When applicable, Customer must use a client certificate to secure communications between Customer's systems and the Merchant Link hosted payment gateway. In those cases, Merchant Link will provide the certificate and associated password to Customer via e-mail before installation. Customer will be responsible for the installation of the certificate on each workstation or server, as applicable. Merchant Link will notify Customer of the certificate expiration date at least 90 days before expiration and provide instructions to retrieve and install a new certificate. Merchant Link's help desk personnel are available for assistance with the certificate delivery and installation issues if necessary.

## DEFINITIONS SCHEDULE

Note: in addition to the terms listed below, certain other terms may be given particular definitions in specific sections of the Agreement.

BizPortal™ is a web-based reporting tool that allows a user to view and manage to the Transactions processed through the Merchant Link Hosted Payment Gateway™ at an enterprise level or by site.

Business day means a day other than a Saturday, Sunday or bank or public holiday in Maryland, USA.

Change of Service means activity that would require Merchant Link to modify certain functional provisions of the Services being provided to Customer, including, without limitation: change of driver; system relocation; changing Customer's merchant bank; changing Customer's payment processor; adding mDirect™ services; changing Customer and/or terminal ID(s); adding revenue centers; or adding card types (if the Customer is at the relevant time not subscribing to support services). For clarity, Services changes resulting from a change of ownership, and Services changes associated with system upgrades requested by Customer are not considered a Change of Service and are instead treated and invoiced the same as a new Services implementation. For further clarity, adding card types is not a billable Change of Service if the Customer is at the relevant time subscribing to support Services.

"Confidential Information" means: (i) information disclosed in a written or other tangible form which is clearly marked with a "confidential" legend or other comparable legend; (ii) information disclosed orally or visually which is identified as confidential at the time of disclosure; (iii) information otherwise learned or to which a Receiving Party had access during or in the course of providing or receiving Services or otherwise in connection with the performance of obligations under this Agreement that a reasonable person would deem confidential under the context of disclosure or exposure or due to the nature of the information; and (iv) information not included in one of the foregoing categories that identifies or that can reasonably be used to identify a natural person. It may include (where one of the foregoing categories applies):

- technical and non-technical information, trade secrets, know-how, proprietary information, firmware, designs, schematics, and techniques.
- plans or other information relating to any research project, work in process, or other future development, scientific, engineering, manufacturing, marketing, or business plans.
- information regarding financial or personnel matters relating to either Party's business, Customers, or employees, and
- information relating to a Party's present or future products, sales, vendors, manufacturers, partners, suppliers, customers, employees, investors, or affiliates.

Confidential Information will not include information to the extent that: (a) the information is or becomes publicly available other than through any act or omission of a Receiving Party in breach of this Agreement; (b) the information was received by a Receiving Party other than under an obligation of confidentiality from a third party who had no obligation of confidentiality to the Disclosing Party; (c) the Receiving Party already had the information in its possession at the time of the disclosure on a non-confidential basis; or (d) the Receiving Party independently developed it without use of Disclosing Party's Confidential Information. In all instances, a Receiving Party has the burden of proof that one of the above exemptions applies.

Customer means a person or entity that contracts with (a) Distributor, to receive products and/or services from Distributor that include Merchant Link's Services and/or Hardware, or (b) Merchant Link or a supplier to Merchant Link, to receive products and/or Services from Merchant Link or its suppliers, as applicable.

Effective Date means the date indicated on the cover page as the Effective Date (if none listed, then the later of the date(s) on which the Parties executed the Agreement).

EMV refers to the internationally-agreed standards for chip payment cards and for payment terminals and ATMs that can accept them. As of 2015, the standards are managed by EMVCo., a consortium of major international card associations.

Force Majeure Event means: an act of God; flood; fire; explosion; civil unrest; embargoes or blockades; action by governmental authority; national, regional, or local emergency; strikes or labor stoppages; hacking by an unauthorized third party, or any other event beyond the reasonable control of the affected Party that could not be avoided through the exercise of due care. For clarity, lack of funds is deemed to not be a Force Majeure Event.

Indemnified Party and Indemnifying Party mean either Party hereunder in respect of express indemnification obligations under this Agreement. Each Party is an Indemnifying Party in respect of an express obligation it has under this Agreement to indemnify the other Party. Each Party is an Indemnified Party in respect of an express right that it has under this Agreement to be indemnified by the other Party.

Lane means a single point-of-interaction device that can accept payments from consumers. In most cases a lane will be a contact and/or contactless card reader.

Losses means losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are awarded against an Indemnified Party in a final non-appealable judgment.

Merchant Link Hosted Payment Gateway™ provides data transmission services from the Customer point-of-interaction device to the applicable Merchant Link-supported processing host or, in some cases, third party system.

mDirect means Merchant Link's services that enable direct processing with American Express.

Month refers to calendar months.

PAN means a payment card primary account number.

PCI-DSS refers to the Payment Card Industry Data Security Standard, as amended from time to time.

PMS means property management system, and refers generally to software, hardware, services, and/or other technology used by hotels, motels, resorts, and other temporary (whether short-term or long-term) lodging facilities to complete consumer transactions, among other functions.

POS means point-of-sale system, and refers generally to software, hardware, services, and/or other technology used by merchants including, e.g., the hospitality industry and the retail industry, to complete consumer transactions, among other functions.

Receiving Party and Disclosing Party mean either Party hereunder in respect of Confidential Information. Each Party is a Disclosing Party in respect of Confidential Information disclosed, provided, or otherwise made available by such Party to the other Party. Each Party is a Receiving Party in respect of Confidential Information received, learned, or to which such Party otherwise had access in connection with this Agreement.

Services means any services to be supplied by Merchant Link to Customer under this Agreement. Services may include, but are not necessarily limited to: Merchant Link Hosted Payment Gateway, TransactionVault®, TransactionShield®, TransactionLink™ (software or services), BizPortal, mDirect, installation and implementation, and support.

Site means a single unique Customer business location (e.g., a hotel, a restaurant, a retail store) and includes all revenue centers operating at that location.

Tokenization refers to a process for substituting a sensitive data element (e.g., a PAN) with a non-sensitive equivalent (a “token”) that can be mapped back to the sensitive data element. Detokenization refers to the process of determining the sensitive data element associated with the token.

Transaction means a transmission of data between Customer’s systems and Merchant Link systems (or, in certain cases, third party systems) that results in payment processing or other reconciliation activities. Some examples of Transactions are authorization (sometimes referred to as ‘auth’), sale, reversal, settlement, file transfer, tokenization, detokenization, encryption, decryption, and passthru/processing. For clarity, an authorization using TransactionVault® and TransactionShield® is one Transaction.

TransactionLink™ is Merchant Link’s middleware technology that is used to interface a payment card acceptance device with integrated POS and PMS equipment in a manner that isolates sensitive card data from the integrated POS and PMS equipment and facilitates the acceptance of EMV-compliant chip cards and some mobile wallets and contactless payments.

TransactionShield® is Merchant Link’s point to point encryption/decryption (P2PE) solution, allowing transmission of card data in an encrypted format between the Customer’s approved encrypting devices and the Merchant Link data center.

TransactionVault® is Merchant Link’s service that provides tokens as a surrogate value during authorizations and settlements to be used in place of the PANs.

TransactionVault® Bulk Tokenization means the tokenization of multiple PANs in a single transaction (as opposed to on a per-transaction basis).