

EXHIBIT B

Mandatory Customer Contract Terms (All contracts)

PART A – Services Use Terms

1. Customer shall manage access rights to the Merchant Link Services (“Services”) for Customer and its personnel, including issuance of IDs/passwords, revocation of such when no longer needed, assuring that only authorized Customer personnel access the Services and then only for legitimate authorized purposes, and otherwise maintaining control and security of access rights. Customer shall not access or use the Services other than through valid access credentials, and shall not allow unauthorized personnel to use Customer’s valid access credentials.

2. Customer shall comply with all laws, regulations, and industry standards that are applicable to its use of the Services, and with all applicable use policies for the Services that Merchant Link may announce from time to time.

3. Customer may not assign or transfer its contract for Services or any of its obligations with respect thereto without the prior written consent of Distributor and Merchant Link, which will not be unreasonably withheld; Customer may assign or transfer its contract for Services in its entirety upon notice to Distributor and Merchant Link (but without the necessity of consent) in connection with a merger of Customer into another party, an acquisition of all or a controlling equity interest in Customer, or in connection with an acquisition of all or substantially all of Customer’s assets. Subject to the foregoing, Customer may not rent, assign, sublicense, resell, or otherwise transfer the Services to any third party.

4. Customer shall not (and shall not attempt to) directly or indirectly breach, evade, or disable any security device, system, or other protection that Merchant Link may deploy in respect of the Services or Merchant Link’s systems. Customer shall not intentionally or recklessly damage, destroy, or materially adversely interfere with Merchant Link’s provision of the Services to Customer or to Merchant Link’s other customers.

5. Customer shall not upload data to the Services that: (i) violates any foreign, federal, state, or local law or regulation; (ii) infringes any copyright, trademark, or other proprietary right of any third party; (iii) violates or infringes upon any party’s privacy right, right of publicity, or any other right of any person or entity; (iv) contains any material that is unlawful, hateful, obscene, libelous, threatening, or defamatory; or (v) contains any virus or other malicious code (“Prohibited Acts”). If either party becomes aware that any item of data uploaded by the Customer constitutes or may constitute a Prohibited Act, the parties agree to notify each other of, and to work together promptly and in good faith to remedy, the issue; provided, however, that Merchant Link shall have the right to remove the item (and, in appropriate circumstances as reasonably determined by Merchant Link, suspend the provision of Services) until the parties agree on a resolution.

6. As between Merchant Link, Distributor, and Customer, the Customer is solely responsible for verifying the accuracy and completeness of all of its transactions submitted to and processed by and through the Services, including, but not limited to, verifying that the corresponding funds are posted to Customer’s account. Customer shall promptly notify Distributor and Merchant Link

of any account discrepancies, missing batches, incomplete or missing transactions, unreasonable delays in authorizations or settlements, or other issues with the Services.

PART B – General Terms

1. Customer acknowledges that it is subject to certain provisions of the PCI-DSS in its capacity as a merchant that accepts payment cards. During the term of this contract, Customer will comply with all provisions of the PCI-DSS that are applicable to it in its capacity as a merchant that accepts payment cards. Merchant Link acknowledges that it processes, transmits, and/or stores cardholder data in the performance of services provided to Customer, 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 the Customer, or to the extent that Merchant Link could impact the security of the 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 Customer’s failure to implement reasonable security measures to protect against the unauthorized use of facilities, computers, network access devices, and passwords. 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. Merchant Link disclaims any warranty and expressly denies that the foregoing or any of its security measures or procedures will prevent all unauthorized or inappropriate access by or disclosure to third parties. 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 Customer’s request, Merchant Link will supply evidence of its then-most recent validation of compliance.

2. Customer consents to Merchant Link collecting and storing Customer’s data for the purpose of providing Customer with relevant Services, and Merchant Link transferring Customer’s data to Customer’s designated processors, merchant banks, and other entities for purposes of authorization, settlement, and other purposes necessary or appropriate in furtherance of the Services. Customer warrants to Distributor and Merchant Link that its collection of data from its customers has been conducted in compliance with applicable law and industry standards and that it has obtained any required consents from its customers in respect of its collection, storage, transmission, and processing of their data. Customer acknowledges that Merchant Link may store its data in one or more data centers globally and that Merchant Link’s global resources may access Customer’s data when required to provide the Services under this contract. Notwithstanding anything herein to the contrary, Customer’s data will be and remain, as between the parties, Customer’s property. Merchant Link will not possess or assert any lien or other right against or to Customer’s data. No Customer data, or any part thereof, will be sold, assigned, leased or otherwise disposed of or intentionally disclosed to third parties by Merchant Link or commercially exploited by or on behalf of Merchant Link except as expressly permitted by this contract or with Customer’s written consent. Merchant Link is primarily located in the USA, and Merchant Link maintains data centers in the USA in which Customers’ data may be processed and/or stored. As a result, Customer’s data that is stored and/or processed in any of Merchant Link’s data centers in the USA may be made available to the US government or its branches or state or local governments pursuant to lawful subpoenas or other lawful orders issued in the USA, including but not limited to orders issued pursuant to the USA Patriot Act.

3. If and to the extent that the Services require Merchant Link to have possession or control of Customer's data (including, for clarity, data that Customer collects, stores, and/or processes for the benefit of its customers), then for so long as Merchant Link has possession or control of Customer's data, Merchant Link shall have and adhere to a commercially reasonable written information security plan applicable to the Services, which plan will include, without limitation,

- reasonable administrative, technical, and physical safeguards to ensure the data's confidentiality, integrity, and availability and that is designed in accordance with applicable industry standards to prevent unauthorized or inappropriate access or use by, or disclosure to, third parties;
- security measures appropriate to (i) protect data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the handling of or access to data involves the transmission of data over a network, and against all other unlawful forms of processing, and (ii) ensure a level of security appropriate to the risks presented by the Services and the nature of the data to be protected having regard to the state of the art and the cost of implementation
- notice and incident response procedures consistent with applicable legal requirements and industry standards (including, but not limited to, the PCI-DSS).
- network and internet security procedures, protocols, security gateways and firewalls with respect to the data, all of which are: (i) at least consistent with the applicable PCI-DSS requirements and other applicable laws; and (ii) no less rigorous than those maintained by Merchant Link for its own data and information of a similar nature or for any of its other customers.
- having and maintaining a privacy policy that advises customers, Merchant Link employees, and contractors of Merchant Link's relevant policies and procedures.
- training and screening for personnel who will have access to Customer's data, to include background checks at the time of employment to the extent permitted by applicable law.

Merchant Link disclaims any warranty and expressly denies that the above security measures will prevent all unauthorized or inappropriate access by or disclosure to third parties.

4. Merchant Link warrants that it will perform all Services in a workmanlike manner and in accordance with the requirements of this contract and applicable industry standards. Customer must notify Merchant Link within 90 days of performance of Services that Customer alleges to be deficient or otherwise in violation of a warranty in this contract. **SUBJECT TO ANY EXPRESS WARRANTIES STATED IN THIS CONTRACT, 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. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MERCHANT LINK'S SOLE OBLIGATION UNDER THE EXPRESS WARRANTIES HEREIN 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 PART B, SECTION 8 (LIMITATION OF LIABILITY). MERCHANT LINK DOES NOT ACCEPT OR ASSUME ANY LIABILITY FOR DISTRIBUTOR'S FAILURE TO PERFORM IN ACCORDANCE WITH THIS CONTRACT OR DISTRIBUTOR'S OR CUSTOMER'S MISUSE OF HARDWARE OR SERVICES, OR ANY RESULTS FROM THE USE OF SERVICES OR OTHERWISE THAT ARE CAUSED BY DISTRIBUTOR'S OR CUSTOMER'S ACTS, OMISSIONS, OR NEGLIGENCE, OR THOSE OF A SUBCONTRACTOR, AGENT, OR EMPLOYEE OF CUSTOMER OR DISTRIBUTOR.** 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 Customer may use in connection with hardware or Services supplied by Merchant Link.

5. 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 contract, shall (as between Merchant Link on the one hand and Distributor and Customer on the other hand) be owned by and remain the exclusive property of Merchant Link or its licensors and shall not be retained by Customer nor copied by Customer unless expressly agreed to in writing by Merchant Link. Customer agrees that neither it nor any persons working on its behalf shall 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 shall 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 Customer during the term of this Agreement.

6. As between Customer and Merchant Link, Customer is solely responsible for Internet connectivity from its locations to Merchant Link's systems, and Merchant Link disclaims any liability for disruption in the Services resulting from interruptions to Customer's Internet connectivity to the extent the cause of the interruption arises outside of Merchant Link's systems.

7. Merchant Link is not liable to Customer, and Customer is not liable to Merchant Link, and neither shall be deemed to have defaulted under or breached the provisions hereof for any failure or delay in fulfilling or performing any term hereof 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 contract without penalty upon written notice to the affected party. A Force Majeure Event is 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.

8. **All claims by Customer against Merchant Link shall be brought exclusively in the federal courts in Maryland or the state courts in Montgomery County, Maryland, whether sounding in contract, tort, or otherwise, and regardless of whether persons or entities who are not party to this contract are parties to the action. The terms hereof, and any claims arising under or relating hereto (or otherwise brought by Customer against Merchant Link) shall be governed and construed in accordance with the laws of the State of Maryland without regard to its conflict of laws rules, provided, 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 herein. 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 OR THAT MAY OTHERWISE BE BROUGHT BY CUSTOMER AGAINST MERCHANT LINK OR BY MERCHANT LINK AGAINST CUSTOMER.** Nothing herein 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. The cumulative aggregate liability of Merchant Link to Customer or Customer to Merchant Link for any cause whatsoever including but not limited to those arising out of or related to the terms hereof, the hardware, the Services, or a party's rights or obligations hereunder, and regardless of the form of action or legal theory shall be limited to an amount equal to the total fees paid to Merchant Link by Customer (or by Distributor in respect of items acquired from Merchant Link by Distributor for supply to Customer) 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 (provided, the foregoing will not limit the Customer's liability to pay in full for Services or hardware actually provided to Customer by Merchant Link or Distributor). **IN NO EVENT SHALL 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.

9. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the hardware and Services. Customer shall comply with all applicable export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer 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 including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

10. Merchant Link is considered to be and acknowledged as a third-party beneficiary of Distributor's contract with its Customer for the provision of Merchant Link's Services or Hardware.

PART C – Terms Applicable to Particular Services or Hardware

1. If Customer is acquiring Merchant Link-branded hardware, then the following provision applies:

Upon receipt by Customer, hardware will be new (unless otherwise previously agreed by the parties) and in good working order. For a period of 30 days after receipt, if any hardware item sold under this contract 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), Distributor will promptly replace the item at no charge to Customer, repair the item at no charge to Customer, or issue a credit to Customer against future purchases for the purchase price of the non-conforming hardware. The foregoing will be Customer'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 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 Merchant Link's authorized agent. For any hardware installation services, neither Merchant Link nor Distributor is responsible for the supply of any necessary power lines or outlets, data cabling, and any other necessary or appropriate site preparation for the use of the hardware at the Customer's location. With respect to any software that is embedded in or otherwise supplied with the Hardware, Merchant Link extends to Customer 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 Customer the software. The software may be transferred with the Hardware but not separately from the Hardware. Customer agrees neither it nor any persons working on its behalf shall 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).

2. If Customer will be subscribing to Merchant Link's Hosted Payment Gateway Service, then the following provision applies:

Merchant Link will work with the appropriate banks, processors, partners and vendors (collectively, the "Payment Vendors") to aid in the setup 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. Merchant Link will also provide integrated payment processing training to Customer, along with access to payment industry information.

3. If Customer will be receiving Merchant Link's TransactionVault® service, then the following provision applies:

Customer may be required to use a client certificate to secure communications between Customer's systems and the Merchant Link hosted payment gateway. Where applicable, 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.

4. If as part of the initial setup for Customer, Customer requires TransactionVault® Bulk Tokenization, then Customer must use the Merchant Link Bulk Tokenization API and client certificates. Once the TransactionVault® Bulk Tokenization is complete, then, as between the parties, Customer (and not Merchant Link) bears sole responsibility for Customer's source data that was used in the TransactionVault® Bulk Tokenization.

5. If Customer is purchasing Merchant Link's technical support services, then the following applies: Merchant Link's technical support services include general problem diagnosis and resolution, assistance with resolving authorization and settlement issues, CC Lookup™ masked credit card retrieval, and funds research (sometimes referred to as "re-keys"). Certain of the foregoing services may be subject to a separate charge. Some of the foregoing technical support services are not available for or not applicable to certain Merchant Link Services or to certain POS or PMS.

6. If Distributor, Merchant Link, Merchant Link's supplier, or its or their authorized agent is notified in advance of the requirements of a Customer's reasonable policies and procedures applicable to the provision of implementation Services, then the relevant party will comply with them. Any know-how, processes, techniques, concepts, tools, data, or intellectual property Merchant Link or its authorized agent uses in performing the Services is proprietary to Merchant Link and its licensors and remains (as between Merchant Link on the one hand and Distributor and Customer on the other hand) the exclusive property of Merchant Link. Customer will provide appropriate access to its network, systems, and personnel to allow the relevant party to perform the installation and implementation Services; Customer acknowledges that its failure to do so may result in delays in providing the Services.

7. If Merchant Link's pricing to Distributor is based on a minimum duration of Services, then, if the Customer contract terminates other than based on Distributor's breach and before the expiration of the minimum duration, Customer shall pay to Distributor 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.

8. If Customer is purchasing Merchant Link's TLS Converter service, then the following provisions apply (and supersede any contradictory language above that otherwise would apply to the purchase of the TLS Converter service):

The TLS Converter service is software that takes card transactions that were encrypted by a point-of-sale system or property management system using the TLS 1.0 standard or the SSLv3 standard, and converts the encryption to the TLS 1.2 standard. The software may be loaded by Merchant Link onto Customer's local workstation or server or may be embedded in TLS Converter hardware. The TLS Converter hardware is a dedicated hardware appliance that contains the TLS Converter service software. Customer's point-of-sale system or property management system will communicate to the TLS Converter hardware via a network connection. Distributor must provide installation and configuration services, unless Distributor engages Merchant Link to do so. When Merchant Link provides those services, it does so remotely using remote access solutions, e.g., Bomgar. The parties must cooperate in scheduling the installation and configuration services, and in establishing the appropriate connections to enable Merchant Link to provide the services. Customer acknowledges that its failure to do so will result in delays in providing the services. In consideration of the support fee, Merchant Link will supply patches

and upgrades to the TLS Converter service as and when Merchant Link makes them available to its other customers using the TLS Converter service. Merchant Link's help desk support is available during business hours (9A to 6P, Eastern Time) to answer questions regarding the TLS Converter service and the TLS Converter hardware. Customer will have a non-exclusive, limited, non-sublicensable, and non-transferable right to use the TLS Converter service for so long as its purchase/license agreement remains in effect (subject to payment of applicable fees). In addition to any other rights that Customer may have to terminate its agreement with Distributor, Customer may terminate the license for the TLS Converter service at any time, with or without cause, upon 90 days' notice; in case of such a termination, the Customer must pay for TLS Converter hardware, TLS Converter software, and TLS Converter services supplied through the date of termination. Customer must make its own determination whether the TLS Converter service facilitates Customer meeting its obligations under the PCI DSS in its capacity as a merchant that accepts payment cards. Merchant Link believes (but does not warrant) that the TLS Converter service (whether or not embedded in TLS Converter hardware) meets the PCI DSS requirement for merchants to only transmit card information if it is encrypted to at least the TLS 1.2 standard. Accordingly, Merchant Link and Distributor disclaim any liability arising from a determination by any third party that Customer is not compliant with its obligations under the PCI DSS where the noncompliance is a direct consequence of its use of the TLS Converter service. As between the parties, Customer is responsible for the security of its systems, facilities, and environment. Customer consents to Distributor and Merchant Link processing Customer's data through the TLS Converter service for the limited purposes described herein. The cumulative aggregate liability of a party for any claim whatsoever arising out of or related to the supply and use of the TLS Converter services and, if applicable, the TLS Converter hardware, is limited to an amount equal to the total fees paid to Distributor by Customer for the supply and use of the TLS Converter hardware, software, and services.

PART D – Definitions

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

BizPortal™ is Merchant Link's 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; change of communication mode (i.e., dial to IP); 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.

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.

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.

Merchant Link Hosted Payment Gateway™ is Merchant Link's technology that 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 is Merchant Link's service that enables 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.

Services means any services to be supplied by Merchant Link to Customer under the contract. 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).