



PAYZERWARE SOFTWARE LICENSING AND TERMS OF USE AGREEMENT

This Software Licensing Agreement (“Agreement”), effective as of the date signed (the “Effective Date”), is made and entered into by and between Payzer, LLC, a Delaware Limited Liability Company, (“Payzer”) and _____ (“Licensee”).

A. Payzer has developed proprietary software and data to allow Licensee to manage its customers, operations and payments (the “Payzer Software”).

B. The parties desire that Payzer license the Payzer Software to Licensee in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensee and Payzer agree as follows:

1. License. Payzer hereby grants to Licensee a limited, revocable, non-sublicensable, non-transferable, royalty free, non-exclusive, license to use the Payzer Software solely to manage its operations and payments, and any other features provided by Payzer for clients that are using Payzer (the “Limited Purpose”). Licensee may not use the Payzer Software for any purpose other than the Limited Purpose. Payzer reserves all rights not expressly granted to Licensee in this Agreement. Licensee shall not: (a) copy the Payzer Software; (b) modify, or create derivative works or improvements of the Payzer Software; (c) remove, disable, or otherwise create or implement any workaround to, any security features contained in the Payzer Software; (d) remove, delete, or alter any trademarks, copyright notices, or other Intellectual Property Rights notices of Payzer or its licensors, if any, from the Payzer Software; (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Payzer Software available to any other person or entity; or (f) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Payzer Software, whole or in part. Licensee agrees that Payzer and/or its licensors own all legal right, title and interest in and to the Payzer Software, and all derivative works thereof (the “Payzer Materials”), including any Intellectual Property Rights therein. Nothing in this Agreement gives Licensee a right to use any of Payzer’s trade names, trademarks, service marks, logos, domain names, or other distinctive brand features without written authorization from Payzer, which may be withheld in Payzer’s sole discretion. Licensee agrees that the form and nature of the Payzer Software that Payzer provides may change without prior notice to Licensee and that future versions of the Payzer Software, if any, may be incompatible with applications developed by Licensee on previous versions of the Payzer Software. Licensee agrees that Payzer may stop (permanently or temporarily) providing the Payzer Software (or any features within the Payzer Software) to Licensee generally at Payzer’s sole discretion, with 30 days prior notice to Licensee. Licensee will be solely responsible for the accuracy of all data that Licensee enters into the Payzer application under Licensee’s user credentials.

2. Consideration and Terms. As consideration for the license granted by Payzer in this Agreement, Licensee authorizes Payzer to debit the bank account associated with Licensee’s Payzer Account for the license fees (“License Fees”) according to the table below:

No. of Users	Monthly License Fee
Up to 10 Users	\$399
Up to 20 Users	\$699
Unlimited	\$999

License shall include 1,000 messages per month (text or voice) to external users or customers. Each voice or text message in a calendar month above 1,000 will be assessed \$.02 per message. There is no charge for email messages, or in-app messages to other payzerware users.

Licensee may opt-in to the use of the load calculator software at an additional cost of \$10 per user per month.

The Monthly License Fees will not change during the Initial Term. Notification of any change to the Monthly License Fee will be provided at least ninety (90) days prior to the end of term. Except as set forth in this Agreement, all payments are non-refundable and, except as set forth in the Statement of Work, shall be made in U.S. dollars within fifteen (15) days from the date of Payzer's invoice. Licensee will be responsible for all taxes, withholdings, duties and levies (excluding taxes based on the net income of Payzer). Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due, plus any actual costs of collection, or the maximum amount allowed by law, whichever is less.

2.1 Accepting Payments from other PAYZER Users.

Licensee may use the Services to accept payments from other PAYZER users using registered Visa, Mastercard, or Discover Cards in accordance with the terms and conditions of PAYZER's agreement with its payment processing partners, available at <http://payzer.com/terms/npc.html>. Licensee may also use the Services to accept payments from other PAYZER users using Payzer Check Acceptance (ACH and Mobile Check Deposit) in accordance with the terms and conditions of PAYZER's agreement with its payment processing partners, available at <http://payzer.com/terms/sage.html>. By accepting payments from other PAYZER users using registered Visa, Mastercard, or Discover Cards, Licensee represents and warrants to PAYZER that it has read the terms and conditions of the above agreement and agree to be bound accordingly. Licensee may also accept payments from other PAYZER users using PAYZER Debit Card(s). PAYZER processes Payment Transactions on behalf of the Payee, as the agent of the Payee, through accepted credit card, debit card, and ACH networks.

Making Payments to other PAYZER Users.

Licensee may use the Services to make payments to other PAYZER users by using a Visa, Mastercard, Discover Card, PAYZER Debit Card Account, or external bank account. Licensee authorizes PAYZER to route transactions through the external payment networks, ACH network, or utilize in-network transfers between PAYZER Debit Accounts, to make payments that it has authorized. Licensee may also transfer funds between its PAYZER Debit Account(s), and transfer funds between its PAYZER Debit Account(s) and its Bank Account. To make payments, Licensee must register and use a Payment Account, or use a PAYZER Debit Card(s) which will be automatically registered for Licensee use. Licensee authorizes PAYZER to confirm that the applicable Payment Account is in good standing with the appropriate financial institution including, but not limited to, by submitting a request for a payment authorization and/or a low dollar credit and/or debit to the Payment Account, in accordance with applicable laws and the Rules. When Licensee chooses to make a payment with the Services, it authorizes the applicable Payee to submit charges (and, in the case of refunds, credits) to the registered Payment Account. PAYZER will assist the Payee in accessing the Payment Account to process the Payment Transaction. Licensee is responsible for any charges and related fees that may be imposed as a result of use of a Payment Account. PAYZER may delay payment processing of suspicious Payment Transactions or attempted Payment Transactions which may involve fraud or misconduct, or violate applicable law, this Agreement, the Rules, or other applicable PAYZER policies, as determined in PAYZER's sole and absolute discretion. Licensee authorizes the charge or debit to its Payment Account, by PAYZER as agent of the Payee, as necessary to complete processing of a Payment Transaction. Licensee also authorizes the crediting to the Payment Account, by PAYZER as agent of the Payee, in connection with reversals, refunds, or adjustments. PAYZER is not a party to a Payment Transaction for the purchase of products and services, and PAYZER is not a buyer or seller in connection with any Payment Transaction.

Managing a PAYZER Debit Card(s).

Licensee may apply for and, if approved and established by PAYZER in its sole discretion, use its own PAYZER Debit Card(s) to make payments and withdraw cash at retailers, ATM's, and banks worldwide. Licensee may also accept and manage payments and transfers to and from it and its employees, subcontractors and other PAYZER users in accordance with the terms and conditions of PAYZER's agreement with its banking partners. Licensee may request either unrestricted cards (may be used at retail point of sale and to withdraw cash), or restricted use cards (can be used at retail point of sale, but cannot be used to withdraw cash). To read the terms and conditions of this agreement for both unrestricted and restricted-use cards, click here: <http://payzer.com/terms/centerstatebank.html>. By making or accepting payments utilizing a PAYZER Debit Card(s), Licensee represents and warrants to PAYZER that it has read the terms and conditions of the above agreement and agree to be bound by them.

Permissible Payment Transactions.

Licensee may only use the Services to process a Payment Transaction for products and services that are purchased from a business through a legitimate, bona fide sale of the products and services. The Services may not be used to process a Payment Transaction, or otherwise transfer money between Licensee and a business, that is unrelated to a purchase of a product or service. The Services may not be used to receive cash advances from anyone or to facilitate the purchase of cash equivalents (prepaid cards, money orders, gift certificates, etc.). Licensee may not use the Services to process Payment Transactions in connection with the sale or exchange of any illegal products or services or any other underlying illegal transaction. Licensee agrees that it will not use the Services to process Payment Transactions for any products or services that violate this

Agreement, the Rules, or applicable law. Failure to comply with these limitations may result in suspension or termination of the Services.

General Rules and Descriptions.

Licensee authorizes PAYZER to obtain from time to time a credit report and/or to otherwise make credit or other background inquiries as PAYZER deems appropriate to evaluate registration for or continued use of the Services. PAYZER, in its sole and absolute discretion, may refuse to approve or may terminate existing registrations for the Services with or without cause or notice, other than any notice required by applicable law not waived herein. Licensee agrees to pay fees and other obligations arising from use of the Services as described in this Agreement. PAYZER may require additional information as a condition of continued use of the Services, or to assist in determining whether to permit continued use of the Services.

Service Fees.

General Fees. PAYZER does not charge a monthly fee to use the Services unless Licensee's account is inactive. Inactive accounts are accounts that have not processed a transaction in three consecutive months. Inactive accounts may be charged a \$20 monthly fee at the discretion of PAYZER.

Accepting Payments. When Licensee receives payments from other users using Visa, Mastercard, Discover, or American Express Cards, or using Payzer Check Acceptance (ACH and Mobile Check Deposit), PAYZER or its partners will charge the fees as defined at <https://www.payzer.com/Index/Pricing>. Licensee authorizes Payzer or its partners to debit its bank account provided during registration.

PAYZER Mobile or PC Card Readers. At Licensee's option, PAYZER will provide a card reader for either a PC or a mobile device. The cost for each card reader is a one-time cost based on the device selected. Prices for card readers are posted on the payzer website.

PCI Compliance. PAYZER does not charge a fee for PCI Compliance. However, each year Licensee is required by the payment networks to complete a PCI compliance self-assessment survey. PAYZER provides access to a third party system to complete a PCI self-assessment survey (at no cost), and will provide assistance upon request. Failure to complete the survey within three months of account set-up will result in the Acquiring Bank charging Licensee a \$19.99 monthly non-compliance fee.

PAYZER Debit Card Accounts. Licensee may request cards for itself, sub-contractors, or employees at a monthly cost of \$2 for each card. Cards that Licensee requests are its responsibility, including any applicable bank fees. Terms for unrestricted cards at <http://payzer.com/terms/unrestrictedcardscenterstatebank.html>, and restricted cards at <http://payzer.com/terms/restrictedcardscenterstatebank.html>.

Making Payments with Registered Payment Accounts. PAYZER does not charge any fees to make payments using PAYZER Debit Card(s) or other Payment Accounts that Licensee chooses to register.

Payment of Fees and Returned items. PAYZER has the right to debit Licensee's PAYZER Debit Account(s) for any fees owed to PAYZER, or to cover any returned transactions. In the event that the PAYZER Debit Account(s) does not have sufficient funds, Licensee agrees to allow PAYZER to debit other Payment Accounts that it have registered.

Disputes.

PAYZER will not be a party to or otherwise assist in any dispute that may arise between Licensee and a third party with respect to a Payment Transaction. Licensee releases PAYZER and its affiliates, agents, contractors, officers and employees, from all claims, demands and damages (actual and consequential) arising out of or in any way connected with a dispute. Licensee agrees that it will not involve PAYZER in any litigation or other dispute arising out of or related to any transaction, agreement, or arrangement with any business or other third party in connection with the Services. If it attempts to do so, (i) Licensee shall pay all costs and attorneys' fees of PAYZER and its affiliates, agents, contractors, officers and employees and shall provide indemnification as set forth below, and (ii) the jurisdiction for any such litigation or dispute shall be limited as set forth below.

Refunds.

Except as set forth in this Agreement, all Payment Transactions processed through the Services are non-refundable and non-reversible.

PAYZER Is Not a Banking Institution.

PAYZER processes Payment Transactions through the Services as an agent of and on behalf of businesses utilizing the Services. PAYZER is not a bank or other chartered depository institution. PAYZER will not take possession of or otherwise hold funds in connection with the processing of Payment Transactions.

3. Term and Termination. The term of this Agreement shall begin on the Effective Date and shall continue until the end of the current calendar year (the "Initial Term") and then shall automatically renew for successive one (1) year periods

(each, a “Renewal Term”, and collectively with the Initial Term, the “Term”). Either party may terminate this Agreement upon written notice with thirty (30) days advance written notice.

4. Intellectual Property. “Intellectual Property” includes all of the following owned by Payzer: (i) trademarks and service marks (registered and unregistered) and trade names, and associated goodwill; (ii) patents, patentable inventions, computer programs, and software; (iii) databases; (iv) trade secrets and the right to limit their use or disclosure; (v) copyrights in all works, including software programs; and (vi) domain names. The rights owned by Payzer in its Intellectual Property shall be defined, collectively, as “Intellectual Property Rights.” Other than the express licenses granted by this Agreement, Payzer does not grant any right or license to Licensee by implication, estoppel or otherwise to the services or any Intellectual Property Rights of such party. Payzer shall retain all ownership rights, title, and interest in and to its own products and services and all related Intellectual Property Rights. Licensee shall not remove or destroy any proprietary, confidentiality, trademark, service mark, or copyright markings or notices placed upon or contained in any materials or documentation received in connection with this Agreement.

5. Confidentiality. Licensee and Payzer acknowledge that either could be provided with certain non-public confidential and proprietary information concerning the business and operations of the other and that such information constitutes confidential and proprietary information (“Confidential Information”) owned solely by Licensee or Payzer, as applicable. During the Term or at any time following its termination neither party shall disclose any information with regard to the other’s customers, product designs, processes, relations, suppliers or other Confidential Information to any third party. Each party undertakes to use all Confidential Information solely for the purpose of this Agreement, to disclose such information in its organization only on a need to know basis and to take reasonable precautions to avoid disclosure to parties for which the Confidential Information is not intended.

6. Representations and Warranties. Licensee represents and warrants that it shall only use the Payzer Software for the Limited Purpose in compliance with all applicable laws, regulations or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries, which laws may include restrictions on destinations, end users and end use) and on computers under its control. Licensee further represents and warrants that its use of the Payzer Software shall not: (i) violate any laws or regulations (including any privacy laws) or any obligations or restrictions imposed by any third party; (ii) contain any computer viruses, worms, or any software intended to damage or alter a computer system or data; (iii) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; or (iv) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent. Licensee understands and agrees that personal information provided to PAYZER in connection with the Services is subject to the Privacy Policy: <http://payzer.com/terms/privacy.html>, to which it hereby agrees and which may be updated from time to time. Any data Licensee provides to PAYZER in connection with the Services may be shared with other users of the Services and, conversely, any data provided to other users of the Services in connection with the Services may be shared with PAYZER. PAYZER does not represent or endorse, and shall not be responsible for: (a) the reliability or performance of any business; (b) the safety, quality, accuracy, reliability, integrity or legality of any service or product obtained from a business; (c) the truth or accuracy of the description of any service or product of a business, or of any advice, opinion, offer, proposal, statement, data or other information (collectively, “Content”) displayed or distributed, purchased or paid through the Services; or (d) Licensee’s ability to buy or redeem products and services using the Services. PAYZER hereby disclaims any liability or responsibility for errors or omissions in any Content in the Services. PAYZER reserves the right, but shall have no responsibility, to edit, modify, refuse to post or remove any Content, in whole or in part, that in its sole and absolute discretion is objectionable, erroneous, illegal, fraudulent or otherwise in violation of this Agreement.

7. Audit. Upon reasonable notice, Payzer may audit Licensee’s compliance with the terms of this Agreement. This audit may be conducted at all sites where Licensee installs or uses the Payzer Software and will be conducted during normal business hours in a manner that minimizes disruption to Licensee’s business. Payzer may use an independent auditor to assist in the audit provided such auditor has a confidentiality agreement in place with Payzer. To the extent that the audit reveals any underpayment due to Payzer, Licensee shall (a) promptly pay the money owed and (b) the actual cost of the audit.

8. Disclaimer of Warranties. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE PAYZER SOFTWARE IS AT LICENSEE’S SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) THE PAYZER SOFTWARE AND ANY SUPPORT SERVICES ARE PROVIDED TO LICENSEE “AS IS”, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, AND (B) PAYZER AND ITS LICENSOR(S) EXPRESSLY DISCLAIM ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-

INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR THOSE ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PAYZER AND ITS LICENSORS DO NOT WARRANT THAT THE PAYZER SOFTWARE SHALL PERFORM ERROR FREE OR WITHOUT INTERRUPTION, OR THAT IT IS FREE FROM BUGS, VIRUSES, HARMFUL CODE, ERRORS, OR OTHER PROGRAM OR SYSTEM LIMITATIONS.

9. Limitation of Liability. EXCEPT FOR DAMAGES INCURRED BY PAYZER FROM (I) ANY USE OF THE PAYZER SOFTWARE BEYOND THE SCOPE OF THE RIGHTS GRANTED IN THIS AGREEMENT BY PAYZER TO LICENSEE; (II) ANY MISAPPROPRIATION OR UNAUTHORIZED USE OF THE PAYZER SOFTWARE OR INTELLECTUAL PROPERTY RIGHTS OF PAYZER AND ITS LICENSORS; OR (III) LICENSEE’S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES TO THE OTHER PARTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY KIND. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 10, IN NO EVENT SHALL EITHER PARTY’S LIABILITY ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE IN RELATION TO THIS AGREEMENT, EXCEED THE TOTAL AGGREGATE AMOUNT OF \$100,000.

11. Force Majeure. Payzer’s failure to perform, or delay in performing, any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, riots, acts of terrorism, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

12. Miscellaneous. This Agreement shall be governed by North Carolina law except for its conflicts of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts for the State of North Carolina for any action arising out of this Agreement. For any action arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees. The Agreement constitutes the entire agreement between the parties with respect to its subject matter. Any conflicting or additional terms contained in additional documents (including but not limited to Licensee purchase order terms and conditions) or oral discussions are void and of no legal effect. Any modifications to this Agreement must be made in a writing (not including email) executed by both parties. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, except that Payzer may assign this Agreement to any of its affiliates or related parties, or in connection with merger or acquisition, without the consent of Licensee. No failure to pursue any remedy, or delay in the exercise of any remedy, resulting from a breach of this Agreement by the non-breaching party shall be construed as a waiver of that breach by the non-breaching party or as a waiver of any subsequent or other breach. No waiver of any rights of a party or obligations of the other party shall be effective unless consented to in a writing signed by an authorized representative of the party against which enforcement is sought. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

PAYZER, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____