

## Rillion Pay – 3<sup>rd</sup> Party End User Licence Agreement Terms

Version: June 3<sup>rd</sup>, 2024.

The provisions below will apply to Customers of Rillion's Pay service in addition to Rillion's General Terms and Conditions. Rillion's Service Provider may change these provisions upon at least thirty (30) days' prior written notice to Rillion, in which case such updated provisions will apply to the Agreement executed between Rillion and Customer entered into after the expiration of such notice period.

1. **Ownership of Rillion's Service Provider's Services.** Rillion's Service Provider retains all ownership and intellectual property rights in the Rillion's Service Provider Services. Customer will only receive a non-exclusive, non-transferable, revocable, non-sublicensable, limited right and license to access and use the Rillion's Service Provider Services in the United States for its own use in accordance with this Agreement and not for resale. There are no implied licenses under this Agreement and any rights not expressly granted to Customer under this Agreement are reserved by Rillion's Service Provider. Customer will not reverse engineer, decompile, modify in any manner, or create derivative works from the Rillion's Service Provider Services.

2. **No Implied Warranties.** The Rillion's Service Provider Services are provided on an "as is" basis without warranty of any kind, and Rillion's Service Provider excludes and disclaims all warranties and conditions, express, implied or statutory, including without limitation any implied warranties of title, merchantability, accuracy, fitness for a particular purpose and non-infringement. Rillion's Service Provider does not represent or warrant that the Rillion's Service Provider Services shall operate securely or without interruption.

3. **Indemnification.** Customer will defend, indemnify and hold Rillion's Service Provider and its officers, directors, employees, and agents harmless from and against any loss, damage, liability, claim, demand or cost (including reasonable attorneys' fees) due to or arising out of (i) Customer's breach of this Agreement; (ii) Customer's use of the Rillion's Service Provider Services; or (iii) Customer's negligence or misconduct.

4. **Limitation of Liability.** Rillion's Service Provider will not be subject to any liability to the Customer in connection with any matter. Without limitation of the foregoing, in no event will Rillion's Service Provider be liable for lost profits, consequential, incidental, indirect, special or punitive damages. The foregoing limitations apply to any and all claims made in connection with this Customer Agreement, whether made in contract, tort, or by any other form of action.

5. **Confidentiality.** The Customer will preserve the confidentiality of all of Rillion's Service Provider's Confidential Information, and will not disclose such Confidential Information to third parties or use such Confidential Information for any purpose other than as contemplated by this Agreement.

6. **Use of Services.** The Customer will (a) use the Rillion's Service Provider Services in accordance with all applicable user guides and other documentation, and (b) not use or permit others to use information obtained with the Rillion's Service Provider Services for any purpose other than in conjunction with the Rillion's Service Provider Services and in a manner described in this Agreement and in the documentation for the Rillion's Service Provider Services.

7. **Compliance with Laws.** Customer will comply with all Applicable Laws and the rules, regulations, and policies of regulatory agencies, banks, and card issuers with respect to use of the Rillion's Service Provider Services.

8. **Customer Obligations.** The Customer will maintain commercially reasonable business practices in conjunction with use of the Rillion's Service Provider Services including (i) reviewing payment transactions on a regular basis and notifying Rillion's Service Provider and Ascend promptly of any suspected unauthorized activity; (ii) keeping Customer login name and password confidential, (iii) collecting, storing and transmitting certain payment transaction information (collectively, the "Data"), in a secure manner, protecting the privacy of the Data, and comply with requests from Rillion's Service Provider to take reasonable action to maintain the security and integrity of the Rillion's Service Provider Services, and (iv) updating to the most current software version and security updates and

patches necessary to properly operate the Rillion's Service Provider Services and keep all Customer enrollment and payment information current and updated.

9. Suspension of Services. Rillion's Service Provider may suspend Customer access to the Rillion's Service Provider Services effective immediately if: (i) certain third party licenses or access to third party components of the Rillion's Service Provider Services are terminated; (ii) Customer causes or fails to fix a security breach relating to the Rillion's Service Provider Services; (iii) Rillion's Service Provider reasonably believes that Customer's breach or use of the Rillion's Service Provider Services compromises the security of the Rillion's Service Provider Services; (iv) Rillion's Service Provider reasonably believes fraudulent payment transactions are being submitted on Customer's account knowingly or negligently; (v) Rillion's Service Provider's sponsor bank requires such suspension; (vi) Customer fails to pay any fees when due; or (vii) Customer fails to upgrade to the most current software version, security updates and/or patches.

10. Effect of Termination. Upon termination of Customer's rights to use the Rillion's Service Provider Services, Customer shall immediately cease using Rillion's Service Provider Services, and Customer shall destroy any copy of documentation or other materials licensed to Customer and any Rillion's Service Provider Confidential Information in its possession.