

DEVICE MANAGEMENT PROGRAM TERMS AND CONDITIONS

By its participation in the Device Management Program (the “**Program**”), Merchant will be provided Device Key Injection Services, Device Swaps (“**Devices**”), and UTG Reinstalls from SHIFT4 (hereinafter collectively the “**Services**”). SHIFT4 will create and maintain a dedicated franchisee portal, whereby franchisees may order services, devices, and components as necessary. By their participation in the Program, Merchant acknowledges and agrees to the following:

1. As a condition to entering into the Program, Merchant agrees it shall continue its agreements with SHIFT4, and that Merchant shall exclusively utilize the Shift4 services relating to credit card processing subscription. Merchant acknowledges and agrees that locations which have not contracted with, or that have terminated their agreements with Shift4, will be excluded from Shift4 Device Management Program.
2. Merchant will use the Services it receives as a result of its participation in this Program in accordance with all applicable laws, regulations, and Card Association rules. Merchant authorizes SHIFT4 to debit Merchant's designated account for any amount owed to SHIFT4 under this Program Agreement.
3. Merchant will not sell or lease any Devices or Services it receives pursuant to the Program, and will not allow any other person or entity to use Devices or the Services it receives as a result of its participation in this Program for any reason. Merchant acknowledges that Merchant was trained on the proper use and care of Devices and the Services. Merchant will maintain all Devices in good working order and repair. Merchant will keep all Devices at Merchant's place of business, and will not remove Devices without SHIFT4's prior written consent. Merchant will not make and will not allow others to make any changes or alterations to Devices and/or the Services. Merchant is responsible for maintaining security over the Devices and Services.
4. If a Device does not work properly due to normal wear and tear as reasonably determined by SHIFT4, Merchant may be eligible to receive a comparable replacement Device. Merchant must have processed a credit, debit, gift card or other electronic payment transaction through the SHIFT4 gateway within fifteen (15) calendar days of the date Merchant reported the damaged Device to SHIFT4. Merchant must return damaged Device to SHIFT4. In the event Equipment is returned after the thirty (30) day period, an additional \$75 restocking fee will apply. If Merchant does not return Device to SHIFT4 within sixty (60) calendar days of Merchant's receipt of comparable replacement Device, SHIFT4 may charge Merchant an amount equal to the value of the Device. Merchant shall be responsible for the cost of shipping comparable replacement Device to Merchant.
5. Merchant shall be responsible for all other loss, theft, destruction, and/or damage to a Device (“**Device Loss**”). Merchant shall report all Device Loss to SHIFT4 immediately. Merchant agrees to pay Shift4 the amount set forth in Section 4 above for Merchant's failure to return Device to SHIFT4 as a result of Device Loss.
6. If Merchant stops processing credit, debit, gift card or other electronic payment transactions through the SHIFT4 Gateway or if this Program Agreement terminates or expires, then Merchant will no longer receive the services described in this Agreement, including but not limited to, the Device Management Program.
7. Devices returned to Shift4 in a condition excess of normal wear and tear as determined in Shift4's sole discretion shall be deemed Device Loss as described in Section 5 above.
8. Program Agreement will automatically terminate upon the expiration or termination of the Shift4 agreement(s). SHIFT4 may amend the terms of conditions of this Program Agreement and will be effective with thirty (30) days' written notice.
9. Merchant agrees to indemnify, defend, and hold harmless SHIFT4, its subsidiaries, affiliates, employees, subcontractors, successors, assigns and agents from and against any and all costs, damages, penalties, claims, actions, suits of whatsoever kind and nature arising out of, related to, arising from, or in connection with Merchant's unauthorized modification and/or misuse of the Equipment, Merchant's breach of this Program Agreement, or from Merchant's negligent acts or omissions. Merchant's indemnification obligation includes but is not limited to the payment of all reasonable attorneys' fees, costs and expenses.
10. SHIFT4 agrees to indemnify, defend and hold harmless Merchant, its subsidiaries, affiliates, employees, successors, assigns and agents from and against any and all costs, damages, penalties, claims, actions, suits, arising out of, related arising from, or in connection with (i) the Devices and/or Services, including, without limitation, claims of infringement, violation, or misappropriation of any intellectual or other proprietary rights; or (ii) the unauthorized disclosure of information or data provided to or obtained by SHIFT4 in connection with this Agreement (including, without limitation, personal information of Merchant and/or its customers (including, credit card information)).
11. EXCEPT AS SPECIFICALLY SET FORTH IN THIS PROGRAM AGREEMENT, SHIFT4 DOES NOT MAKE (AND EXPRESSLY DISCLAIMS) ANY REPRESENTATIONS AND WARRANTIES IN RESPECT OF THE

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DEVICES AND/OR SERVICES AND ANY SOFTWARE CONTAINED THEREIN WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SHIFT4 DOES NOT GUARANTEE THAT THE DEVICE AND/OR SERVICES AND ANY SOFTWARE CONTAINED THEREIN WILL SATISFY MERCHANT'S REQUIREMENTS, OR THAT THE OPERATIONS OF SUCH WILL BE UNINTERRUPTED OR ERROR FREE. THE DEVICE AND/OR SERVICES AND ANY SOFTWARE CONTAINED THEREIN ARE PROVIDED WITH ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT WILL BE WITH THE MERCHANT. SHIFT4 SHALL NOT BE LIABLE FOR ANY COSTS OR FOR PERFORMING ANY SERVICES HEREUNDER ARISING IN CONNECTION WITH MERCHANT'S NEGLIGENCE, ABUSE, MISUSE, OR FAILURE TO PERFORM ROUTINE MAINTENANCE AND COMPLY WITH STANDARD OPERATING PROCEDURES. SHIFT4 DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE DEVICES AND/OR SERVICES AND ANY SOFTWARE CONTAINED THEREIN, AND/OR CUSTOMER'S DATA WILL REMAIN VIRUS-FREE AND/OR FREE FROM THEFT. MERCHANT WAIVES ANY CLAIMS HEREUNDER AGAINST SHIFT4 TO THE EXTENT ARISING FROM MERCHANT'S FAILURE TO HAVE OR MAINTAIN CURRENT VIRUS PROTECTION, OR TO THE EXTENT ARISING AS A RESULT OF ANY UNAUTHORIZED ACCESS TO THE EQUIPMENT OR MERCHANT'S SYSTEMS. SHIFT4 FURTHER DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR PROBLEMS RESULTING IN OR RELATED TO MERCHANT'S DECISION TO USE A PARTICULAR INTERNET SERVICE OR TELECOMMUNICATIONS PROVIDER AND/OR RELATED TO MERCHANT'S ABILITY TO CONNECT TO THE INTERNET.

12. SHIFT4 AND ITS AFFILIATES, PARENTS, SUBSIDIARIES, SUCCESSORS, AND ASSIGNS SHALL NOT BE LIABLE TO THE MERCHANT OR ITS AFFILIATES, SUBSIDIARIES, SUCCESSORS, OR ASSIGNS, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, BUSINESS INTERRUPTION OR ECONOMIC DAMAGES (INCLUDING THOSE ASSOCIATED WITH IMPROPER OR INADEQUATE TAXES CHARGED), OF ANY KIND, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY ARISING OUT OF THIS PROGRAM AGREEMENT, MERCHANT'S USE (OR INABILITY TO USE) DEVICE AND/OR SERVICES, EVEN IF ADVISED, IN ADVANCE, OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL THE MERCHANT BE ENTITLED TO RECOVER OR COLLECT ANY DAMAGES IN THE AGGREGATE IN EXCESS OF AN AMOUNT EQUAL TO THE FEES PAID UNDER THIS PROGRAM AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE MERCHANT'S FIRST CLAIM OF ALLEGED DAMAGES.
13. SHIFT4 and Merchant agree to arbitrate all disputes and claims between each other or its affiliates, subsidiaries, successors, or assigns, including but not limited to (i) claims arising out of or relating to any aspect of the relationship between the parties, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; (ii) claims that arose before this or any prior; (iii) claims that are currently the subject of purported class action litigation in which Merchant is not a member of a certified class; and (iv) claims that may arise after the termination of this Program Agreement. Notwithstanding the foregoing, either party may bring an individual action in small claims court. SHIFT4 and Merchant agree to waive the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination or expiration of the Program Agreement. A party that intends to seek arbitration must first send to the other, by certified mail or courier service a written Notice of Dispute ("**Notice**"). The Notice to SHIFT4 should be addressed to: Shift4 Payments, LLC, attn.: General Counsel, LLC, 2202 N. Irving Street, Allentown, PA 18109 ("**Notice Address**"). The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("**Demand**"). If SHIFT4 and Merchant do not reach an agreement to resolve the claim within 30 days after the Notice is received, either party may commence an arbitration proceeding. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "**AAA Rules**") of the American Arbitration Association ("**AAA**"). The parties specifically consent to and accept the jurisdiction of the courts of the State of Pennsylvania and the United States District Court located in Philadelphia, Pennsylvania for the purposes of such enforcement. Unless Company and Merchant agree otherwise, any arbitration hearings will take place in Allentown, PA. MERCHANT AND SHIFT4 AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Unless SHIFT4 and

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Merchant agree otherwise, the arbitrator may not consolidate more than one merchant's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The laws of the Commonwealth of Pennsylvania, shall govern all matters (whether in contract, statute, tort or however characterized) arising out of or relating to this Program Agreement, without regard to its conflicts of laws rules. ANY CAUSE OF ACTION OR CLAIM MERCHANT MAY HAVE ARISING OUT OF OR RELATING TO THIS PROGRAM AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM SHALL BE PERMANENTLY BARRED.