

Shift4 Gateway Service Terms

for Merchants receiving for Card Present Acquiring Services with a PMS/POS Partner

Version 1 – Effective Sept 9, 2024

1. These Gateway Service Terms (“Terms”) apply when you, Merchant, enter into the Acquiring Services Agreement, with us, Shift4, to receive acquiring Services by signing the Merchant Application Form, in connection with services provided from a PMS/POS Partner. Capitalized terms that are not defined in these Terms shall have the meaning given to them in the Acquiring Services – Applicable Terms.

2. Definitions:

2.1. “**Equipment**” means the pin pad and any other hardware or software that may be provided to you outside of the Acquiring Services.

2.2. “**Gateway**” means the gateway connectivity provided by us to enable you to connect to Acquirer and process online payments.

2.3. “**PMS**” means Property Management System, the system that manages some or all of the subsystems in a hospitality setting including but not limited to Point of Sale System operations at a hotel front desk including any relevant hardware.

2.4. “**POS**” means Point of Sale system, a computer system where, among other operations which facilitates the transfer of goods or services between a Merchant and Cardholder. This system normally calculates the amount owed by the cardholder and provides options for payment and includes any relevant hardware. This system will also normally issue a receipt for the transaction. This also includes the Payment Processing portion of Enterprise Resource Planning (“ERP”) solutions.

2.5. “**PMS/POS Partner**” means partner, who provides you with PMS and/or POS services

2.6. “**Software**” means the “**Universal Transaction Gateway**”/ “**UTG**” which is a software product that operates only in conjunction with the Gateway to provide

integration between the Gateway and the PMS and/or POS. The UTG acts as a software-VPN providing transaction security between the PMS or POS and our Gateway processing center; and provides assured-delivery technology assuring that transactions between the PMS and/or POS and the Gateway processing center are not lost or duplicated by problems on the internet. The UTG can facilitate the control of payment devices on behalf of the PMS or POS. UTG's device control is limited to devices listed on our website: www.shift4.com. UTG can provide stand-in authorization during interruptions of internet connectivity with the Gateway processing center. For most integrations, UTG is required to use the Gateway service. In the case of websites, UTG is suggested to use the Gateway. While UTG is often used at an individual property connected to your PMS or POS located on property, for the purpose of this Agreement, one or more UTG systems must be the PMS or POS to integrate to the Gateway.

3. Limited Software License

3.1. We grant to you a non-exclusive, non-transferrable, royalty free license, without the right to sublicense, to use the Software and the Gateway and UTG (including any and all updates and modifications, basic enhancements and error corrections thereto), as well as all documentation, throughout the Term, subject to the conditions, restrictions, and limitations set forth in this Agreement, internally in conjunction with the Equipment.

3.2. Where applicable, we grant to you, subject to the limitations and permissions set forth in this Agreement, a nonexclusive, nontransferable (except as otherwise provided herein), revocable right to use SaaS Services, i4Go, 4Word, and the Licensed Software (including any and all updates, modifications, basic enhancements, and error corrections thereto), as well as all documentation, throughout the Term. Your use of our Gateway is limited to acts that are consistent with this Agreement and the documentation.

3.3. You agree that we retain all rights, title, and interest in the Gateway and the Software, except as set forth in this Agreement. No rights to use, copy, display, or print the Gateway or documentation, in whole or in part, are granted except as expressly provided in this Agreement. You agree that this grant of rights does not allow you to sublicense the use of the Gateway to any person or entity.

3.4. We reserve all rights not extended hereunder. You may not alter, reverse engineer, decompile, or disassemble the Software, or otherwise attempt to derive source code from the Software. You may not manufacture, copy, sublicense, distribute, replicate, transfer or otherwise dispose of any copies of the Software. Nothing contained in this Agreement shall give you any ownership interest, or title to, the Software, source code, and the related documentation. You acknowledge that the performance of the Software is conditioned on you providing, at your sole cost and expense a continuously available and secure network. This license shall immediately terminate upon expiration or termination of this Agreement, or the termination of the acquiring agreement. This

license is not a license of any trademarks, service marks, trade names, or logos, and does not include any software other than the Software. We reserve the right to amend or otherwise modify this license upon notice to you at any time. Using the Software after an amendment or modification takes effect constitutes acceptance of it.

4. Liability and Indemnification

4.1. We shall indemnify, defend, and hold you harmless from any claim or action of a third party alleging that Gateway infringes a patent, trade secret, copyright, or trademark held by such party (hereinafter "Infringement Claim(s)"). We shall not be liable for any damages awarded against you for patent infringement to the extent that Gateway is not found to be the basis for the infringement. We shall pay all resulting costs, damages, losses, judgments, expenses, and reasonable attorney's fees, provided: (i) We are notified promptly in writing of an Infringement Claim; (ii) We have sole control over the defense and settlement; and (iii) You cooperate with us in the defense of the same. The foregoing notwithstanding, you may decide to employ counsel of your choosing and at your own expense and shall thereafter have reasonable control over the defense and settlement of any claim directly related to you. If you employ counsel of your choosing, we will contribute only to settlements we approve, but will not withhold approval unreasonably.

4.2. Following notice of an infringement claim, we may, at our expense, without obligation to do so however, procure for you the right to continue to use the allegedly infringing Gateway, or any portion thereof, or without obligation to do so, may replace or modify Gateway, or any portion thereof to make it not infringing. If we elect to replace or modify Gateway, or any portion thereof, such replacement shall substantially meet the specifications as provided or referenced in the original functional specifications for any subsequent release of Gateway that you have obtained pursuant hereto.

5. Warranties

5.1. We warrant that our system and data centers meet the security requirements of the PCI DSS as defined by PCI Security Standards Council. We further warrant that we undergo an annual security audit and at least a monthly security scan to determine that our system and data centers meet the security requirements of the Card Associations' individual security program standards. Notwithstanding anything to the contrary in this Agreement, while we employ the industry's highest standards for security, we cannot warrant that our systems and data centers are 100% secure.

5.2. To the extent that our Gateway stores, processes, accesses, or transmits Cardholder Information belonging to one or more Card Associations on your behalf, we warrant that we store, transmit, and process such data in compliance with PCI DSS requirements. We warrant that, as we are a Level 1 Service and hosting provider as

defined by the PCI SSC, it is our ongoing responsibility for securing Cardholder Information maintained by our Gateway in accordance with the PCI DSS.

5.3. You agree and undertake that your firewall must allow outbound access to all our Gateway IP addresses, as they may change from time to time, so that you can take advantage of these redundant links. We do not warrant any service level or performance should access from the POS/PMS to the Gateway is disabled. Notwithstanding the warranty provisions set forth in this clause, all of our obligations with respect to such warranties shall be contingent on your use of the Gateway in accordance with this Agreement and in accordance with our instructions as provided in our documentation. We are not responsible for and do not warrant any software or hardware not produced, provided, or manufactured by us.

5.4. Further, you agree to assume all liability for offline processing and/or for any remote installation or support services, including those performed by us including our off-line solution, and shall indemnify, defend, and hold us, our affiliates, and each of our respective officers, directors, employees, and agents from and against any and all claims arising from any or all of the following (i) your acceptance of offline transactions, (ii) and/or remote installation or support services arising in connection with the Gateway Services, or (iii) any data security incident arising in connection with the Gateway Services (except for a confirmed data security incident occurring on our proprietary systems). For the avoidance of doubt, we are not liable for any losses, delays, errors, discrepancies, or other issues arising out of your use of offline processing, or for the interruption or unavailability of such use, nor use of our off-line solution.

5.5. You shall only use the Gateway Services in accordance with the Agreement and any instructions provided by us, and shall not (i) download or transmit the Licensed Software electronically (either by direct connection or telecommunication transmission) from one computing device to another; (ii) rent, lease, time-share, lend, or transfer (except as provided herein) the Gateway Services or any portion or feature thereof any third party; (iii) modify, alter, adapt, merge, de-compile, or reverse-engineer the Licensed Software; or (iv) copy or otherwise reproduce the Licensed Software in whole or in part or remove any of our intellectual property, copyright, or trademark notice (with the sole exception that you may make one (1) back-up copy for security and archival purposes).

6. Suspension

6.1. We may, without notice, suspend your access to the Equipment, Software and/or Gateway and/or terminate this Service for any of the following reasons: (i) unlawful use of the Equipment, Gateway or Processing Services; (ii) unauthorized modification of the Equipment or installation of unauthorized third-party software

7. General

7.1. These Terms are in addition to the terms set out in the Merchant Application Form and the Acquiring Services – Applicable Terms. Unless amended herein, the terms of the Merchant Application Form and the Acquiring Services – Applicable Terms remain unchanged.

7.2. In the event that you become aware of a data security incident involving you or your PMS/POS Partner or other relevant third party in relation to the Gateway or Software, you shall immediately notify us and provide any information we may request in connection with the data security incident.