

Two Men and a Truck with Bluefin Point-to-Point Encryption

Bluefin Payment Systems LLC PCI-validated Point-to-Point Encryption (P2PE) solution encrypts credit card and debit card data in a secure point of entry device before it is transmitted into a merchant's point-of-sale (POS), virtual terminal or payment application. By encrypting cardholder data within the device, this ensures that "clear-text" cardholder data does not reach the merchant's systems and networks where it could be exposed in the event of a data breach.

We are pleased to offer two P2PE solutions:

1. Mobile Solution: Allows our clients to accept P2PE payments through your iOS or Android phone or tablet using the BBPOS Wisepad 3.0 Bluetooth device.
2. Office Solution: Allows our clients to accept phone payments through the IDTech SREDKey device and the 3DSI Virtual terminal.

To get started:

1. Complete the following paperwork:

Bluefin Payment Systems LLC - Supplemental Order Form (DecryptX®)

- Complete Franchisee Company Name, Franchise ID, Franchise Name, Address, Contact Name, Phone Number and Email Address on page 1.
- Fill in the Effective Date and sign where indicated on page 1.
- Schedule A, Supplemental Fee Schedule, outlines the costs associated with the Bluefin P2PE Mobile and Call Center Solution and other charges paid directly to the Equipment Supplier upon placement of an order with the Equipment Supplier. Please complete the number of devices you wish to purchase on page 2.
- Schedule B is the Shipping Schedule. Complete the shipping location address and number of devices, type, and quantity that should be shipped to each location. Also include the custodian that will be responsible for receiving the device on page 3.
- Complete the Service Specific Addendum by filling in the date and Franchisee Company Name, Franchise ID, Franchise Name.
- Complete ACH Recurring Payment Authorization Form.

2. Submit the paperwork to Charlie Carson at Bluefin Payments Systems, ccarson@bluefin.com

Questions?

- Please contact Charlie Carson at 314-779-6243 or email ccarson@bluefin.com

Bluefin Payment Systems LLC Supplemental Order Form

<p>Bluefin Payment Systems LLC ("Bluefin") 8200 Roberts Drive, Suite 400 Atlanta, Georgia 30350 Contact: Terry Ford Telephone: 773-415-0279 Email: tford@bluefin.com</p>	<p>Franchisee Company Name: _____ ("Client") Franchise ID: _____ _____ Franchise Name: _____ Address: _____ _____ _____ Contact: _____ Telephone: _____ _____ Fax:</p>
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This Supplemental Order Form between Bluefin and Client incorporates the Master Terms and Conditions, the Service Specific Addendum for DecryptX® Service, and any appendices, addenda, schedules, or other attachments to each or hereto between Bluefin and Two Men and a Truck®/International, Inc. (collectively, the “Master Services Agreement”), to which the Client is subject. For purposes of the Master Services Agreement, each reference to Client shall mean Client as identified above in this Supplemental Order Form. The Master Terms and Conditions, the Service Specific Addendum for DecryptX®

Service, and any appendices, addenda, schedules, or other attachments to each are available to Client from Two Men and a Truck®/International, Inc. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Master Services Agreement. The Master Services Agreement may be amended and/or supplemented from time to time by a Supplemental Order Form signed by both Parties.

The Service Specific Addendum for DecryptX® Service sets forth a detailed description of such Services to be provided by Bluefin under the Agreement and the specific terms related to such Services. Client hereby contracts for, and Bluefin agrees to provide, the Services identified below to Client.

Service Selections	
<input checked="" type="checkbox"/>	DecryptX® x Merchant <input type="checkbox"/> Reseller

The fees for the Services are set forth on Schedule A attached to this Supplemental Order Form.

IN WITNESS WHEREOF, the parties have caused this Supplemental Order Form to be executed by their duly authorized representatives as of the ____ day of _____, 20__ (the “Effective Date”).

Bluefin Payment Systems LLC Client

Signature: _____

Name: _____

Title: _____

SCHEDULE A
SUPPLEMENTAL FEE SCHEDULE
Bluefin DecryptX® DaaS Service (Decryption Service)

Client shall pay Bluefin in accordance with the following Supplemental Fee Schedule:

1. DecryptX Service Fee:

<i>DecryptX Fee per Month</i>	<i>Device Monitor/Management Fee per Device, per Month</i>
N/A	\$10

- The monthly Device Monitor/Management Fee shall be charged on every deployed and/or active or activating Device. A Fee of \$1 will apply to Devices considered in a stored state.

2. Equipment to be Ordered; Equipment Price Estimate; Key Injection Fees:

On behalf of and as a convenience to Client, Bluefin will submit an order to the Equipment Supplier for the following Equipment:

<i>Equipment Manufacturer</i>	<i>Equipment/ Additional Component Description</i>	<i>Price Per Unit Estimate</i>	<i>Key Injection Fee Per Unit</i>	<i>Quantity</i>
ID Tech	SREDKey	\$250	\$35	
BBPOS Technologies	Wisepad 3.0	\$150	\$35	

- Client understands and agrees that the Per Unit Price Estimate is an estimate provided by the Equipment Supplier and is subject to change at the time of actual order placement with the Equipment Supplier.
- Client shall pay the Equipment Supplier a Fee for Key Injection Services (as defined in the Master Terms) set by the Equipment Supplier.

3. Shipping and Other Charges: Client shall pay the Equipment Supplier all shipping charges, and Other Charges (as defined in the Master Terms) for shipping the Equipment to each Shipping Location.

4. Payments to Equipment Supplier: All amounts due for purchase of the Equipment, the Key Injection Services (as defined in the Master Terms), Other Charges and shipping charges are determined by the Equipment Supplier and shall be paid by Client directly to the Equipment Supplier upon Client's order placement with the Equipment Supplier. Bluefin shall have no obligation or liability with respect to any such amounts, Key Injection Services, Equipment or related services.

The Equipment will be shipped to the following Shipping Location(s):

Shipping Location(s) <i>(complete physical address)</i>	Custodian Contact <i>(full name, phone number and email address)</i>	Device Type	Qty

Bluefin Supplemental Order DecryptX® v.9.2021

Master Terms and Conditions for Bluefin Services

1. Definitions. For the purposes of this Agreement, the following terms shall have the meanings indicated

below: 1.1. **“Agreement”** means the Agreement as defined in the Master OrderForm.

1.2. **“Bluefin”** means Bluefin Payment SystemsLLC.

1.3. **“Client”** means the franchisee as indicated on the Supplemental Order Form, whose franchisor and also a Client of Bluefin under the Master Order Form is Two Men and a Truck ®/International, Inc.

1.4. **“Confidential Information”** means the Documentation, information about the Services and other technical information and know-how, the terms of this Agreement, and any other non-public information or materials that, if disclosed in written or digital form, is labeled “confidential” or an equivalent designation or, if disclosed orally, is identified as confidential at the time of disclosure or should be reasonably understood by the recipient from the nature of the information or the circumstances of the disclosure to be “Confidential Information.”

1.5. **“Data Protection Legislation”** means European Directives 95/46/EC and 2002/58/EC (as amended by Directive 2009/136/EC) and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them (including the General Data Protection Regulation “GDPR” (Regulation (EU) 2016/279)), and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction.

1.6. **“Documentation”** means customer manuals, in any form or medium, provided by Bluefin for use with the Services.

1.7. **“Effective Date”** means the Effective Date specified on the Master Order Form.

1.8. **“Equipment”** means any PCI-validated device, hardware or equipment that is manufactured and/or distributed by a third party and is resold by Bluefin to Client for use by Client in connection with the utilization of the Services.

1.9. **“Equipment Costs”** means the per unit purchase price for the Equipment, and the other costs and charges applicable to the Equipment.

1.10. **“Equipment Supplier”** means a manufacturer or distributor of the Equipment.

1.11. **“Fee Schedule”** means the fee schedule attached as Schedule A to the Master Order Form, as the same may from time to time be amended or supplemented by a Supplemental Fee Schedule.

1.12. **“Fees”** means fees, costs and other charges for the Services specified on the Fee Schedule and any Supplemental Fee Schedule.

- 1.13. “**KIF**” means a PCI-approved key injection facility.
- 1.14. “**Master Terms**” means these Master Terms and Conditions for the Services.
- 1.15. “**Master Order Form**” means the Master Order Form by and between Bluefin and Client dated February 24, 2016.
- 1.16. “**Order Form**” means the Master Order Form and any Supplemental Order Form entered into by the Parties after the Effective Date.
- 1.17. “**Party**” means Bluefin or Client individually and “**Parties**” means Bluefin and Client collectively.
- 1.18. “**PCI**” means the Payment Card Industry Security Standards Council.
- 1.19. “**PCI Standard**” means the PCI Data Security Standard, as in effect from time to time.
- 1.20. “**Service(s)**” means the services to be performed by Bluefin hereunder as designated on the Master Order Form and any Supplemental Order Form.
- 1.21. “**Service Specific Addendum**” means an addendum to this Agreement setting forth a description of the Services, any service level objectives with respect to such Services, and any additional terms and conditions applicable to the provision by Bluefin of the Services described therein.

1.22. “**Supplemental Fee Schedule**” means a fee schedule applicable to Services specified in a Supplemental Order Form.

1.23. “**Supplemental Order Form**” means an order form for additional Services ordered by Client after the Effective Date.

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1.24. “**Supplemental Service Specific Addendum**” means a Service Specific Addendum describing and applicable to the Services specified in a Supplemental Order Form.

1.25. “**Term**” shall mean the Initial Term and each Renewal Term as defined in Section 5.1.

2. General. The Master Terms, together with all schedules and exhibits attached hereto, set forth the general terms under which the Services are provided by Bluefin. Additional terms and conditions specific to a particular Service may apply as set forth in the Service Specific Addendum applicable to such Service.

3. Grant of Rights.

3.1. **License.** Subject to the terms and conditions of the Agreement, Bluefin grants Client a nonexclusive, nontransferable right during the Term of this Agreement to access and use the Services.

3.2. **Documentation.** Bluefin shall deliver the Documentation to Client and Client shall have the right to make a reasonable number of copies of the Documentation solely for its internal use in connection with the Services.

4. Fees.

4.1. **Fees for Services.** Client agrees to pay Bluefin the Fees specified in the Fee Schedule for the Services provided by Bluefin under the Agreement.

4.2. **Invoices; Payment Terms.** Bluefin shall invoice Client for all recurring Fees on a monthly basis, in arrears, except as may otherwise be provided on the Fee Schedule. Non-recurring Fees shall be invoiced and paid in accordance with the provisions of the Fee Schedule. All Fees and other amounts due hereunder shall be paid in U.S. dollars. Contemporaneously with the issuance of each monthly invoice, Bluefin will, and Client hereby authorizes Bluefin to,

collect all Fees owed by Client to Bluefin by ACH debit from Client’s bank account separately identified (“**Client’s Account**”). Client agrees to pay when due (or, if necessary, reimburse Bluefin for) all sales, use, property, excise, and other similar taxes resulting from this Agreement, excluding taxes on the net income of Bluefin.

4.3. **Equipment Costs.** Client agrees to pay all amounts due for purchase of the Equipment, the Key Injection Services, and shipping charges directly to the Equipment Supplier upon Client’s order placement with the Equipment Supplier, and Bluefin shall have no obligation or liability with respect to any such amounts, Equipment or related services.

4.4. **Late Payment.** In the event that Bluefin is unable to collect any Fees by ACH debit when due, whether because of insufficient funds in Client’s Account or otherwise, Client shall be deemed to be in material breach of the terms of the Agreement. In addition, any amounts which cannot be so collected by Bluefin will accrue a finance charge of one and one-half percent (1.5%) per month or, if lower, the maximum rate allowed by law. Client shall be liable for the amount of any costs and expenses (including reasonable attorneys’ fees) incurred by Bluefin in enforcing

Client's obligations under this Agreement. Bluefin may elect to suspend the performance of Services if any Fees remain unpaid for thirty (30) days after the due date thereof. Bluefin's right to suspend or terminate Services or to collect a finance charge is in addition to any other rights or remedies of Bluefin.

5. Term and Termination.

5.1. **Term.** The Agreement shall commence upon the Effective Date and, unless terminated in accordance with this section, shall continue in effect for an initial term of one (1) year from the Effective Date (the "Initial Term"), and shall automatically renew for successive one-year periods thereafter (each a "Renewal Term") unless written notice of nonrenewal is given by a Party to the other Party at least ninety (90) days prior to the expiration of the then-current Term.

5.2. **Termination for Breach.** Subject to the provisions of the Service Specific Addendum, either Party may terminate the Agreement in the event of a material breach of the Agreement by the other Party that is not cured within thirty (30) days following written notice from the non-breaching Party.

5.3. **Termination for Bankruptcy.** Either Party may terminate the Agreement if the other Party becomes subject to a proceeding under any federal, state or provincial bankruptcy or insolvency laws which is not dismissed or stayed within sixty (60) days.

5.4. **Effect of Termination or Expiration; Survival of Provisions.** Except as expressly stated in the Agreement, upon termination or expiration, each Party shall immediately surrender all rights, licenses, and privileges granted under the Agreement, and Bluefin shall terminate all Services provided hereunder. Client shall pay Bluefin for the Services performed through the effective date of such termination or expiration. The provisions of Sections 4.4, 5.4, 6, 7 and 10 through 16 (inclusive) of the Master Terms, shall survive termination or expiration of the Agreement.

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6. Restrictions on Use of Services. Except as expressly permitted in this Agreement, Client shall not, and shall not permit others to: (a) use, modify, copy, or otherwise reproduce any Service in whole or in part, including any software associated with the Services; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of any such software; or (c) distribute, sublicense, assign, share, timeshare, sell, rent, lease, grant a security interest in, use for service bureau purposes, or otherwise transfer any Service (or any part thereof) or Client's right to use any Service, including any software associated therewith.

7. Proprietary Rights. All intellectual property rights not expressly granted to Client herein are reserved by Bluefin. Bluefin and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Services and Documentation, including all associated intellectual property rights. Client shall not use any trademarks, trade names or service marks of Bluefin (the "Marks") without Bluefin's prior written approval. To the extent any such approval is granted, upon termination of this Agreement, any and all goodwill associated with such use shall inure to the benefit of Bluefin. Client will not attempt to register the Marks or any confusingly similar mark. Client agrees not to contest any of Bluefin's Marks or take any action to impair Bluefin's right, title or interest in the same or any of the goodwill associated therewith.

8. Compliance with Laws.

8.1. Each Party agrees to comply with all applicable federal, state and local laws, the rules of Visa, MasterCard and all other applicable card associations and debit networks, and all applicable privacy and security requirements under the PCI Standard as now or hereafter in effect from time to time during the Term, in connection with the provision of, or use of, the Services, as the case may be. Client shall comply with all applicable federal laws, rules and regulations governing and/or restricting the export of encryption products and technology. Bluefin acknowledges that it is responsible for the security of Client's cardholder data, in accordance with applicable PCI Standard requirements, to the extent that Bluefin possesses, stores, processes or transmits Client's cardholder data or sensitive authentication data. If requested by Client, Bluefin shall provide attestation of compliance for all PCI regulated services provided by Bluefin to Client. Client acknowledges that additional PCI required compliance activities, and any self or third party assessments of compliance are the responsibility of the Client.

8.2. Each Party agrees to comply with all applicable Data Protection Legislation, and other data privacy laws, whether local or international. If a Party is unable or unwilling to comply with Section 8 to the extent applicable, notice must be immediately provided to the other Party. Failure to comply with Section 8 constitutes breach of this Agreement.

9. Certain Business Practices. Each Party agrees that it will (i) avoid deceptive, misleading or unethical practices that are or might be detrimental to the other Party, (ii) make no false or misleading representations with regard to the other Party or the other Party's products or services, (iv) not publish or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material with regard to the other Party, and (v) promote

proper use of the Services.

10. Indemnification.

10.1. Each Party (an “**Indemnifying Party**”), at its expense, shall defend any Covered Third Party Claim, as hereinafter defined, brought against the other Party and/or its employees, officers and directors (an “**Indemnified Party**”), and the Indemnifying Party shall pay any damages finally awarded against the Indemnified Party (including court costs and reasonable attorneys’ fees) in connection therewith; provided that (i) the Indemnified Party notifies the Indemnifying Party promptly in writing of the claim, (ii) the Indemnifying Party has sole control of the defense and all related settlement negotiations, and (iii) the Indemnified Party provides the Indemnifying Party with all commercially reasonable assistance, information and authority to perform the above at the Indemnifying Party’s expense. The foregoing indemnity shall not apply to the extent that the basis for such Covered Third Party Claim is attributable to (i) the conduct of the Indemnified Party or the conduct of its agents (or the failure of the Indemnified Party or its agents to act), or (ii) any breach by the Indemnified Party of this Agreement.

10.2. For the purposes hereof, a “**Covered Third Party Claim**” means, (a) with respect to either Party as the Indemnifying Party, any action, suit or proceeding brought against an Indemnified Party by a third party (a “**Claim**”) which arises out of any breach by the Indemnifying Party of this Agreement (other than Bluefin’s failure to comply with a Service Specific Addendum, or any delay in the delivery of any Service or other service quality issue), and (b) with respect to Bluefin as the Indemnifying Party, any Claim which alleges that any Service infringes any copyrights, patents or intellectual property rights of any third party. Notwithstanding anything contained herein, in no event shall Bluefin have any liability under this Section 10 or otherwise for any claim by Client or any third party that relates to or arises out of the Equipment or the use thereof, or any defective Equipment, and no such claim shall be deemed to be a Covered Third Party Claim hereunder.

10.3. Upon notice of a Covered Third Party Claim under Section 10.2(b) or if, in Bluefin’s opinion, a claim of *PRIVILEGED AND CONFIDENTIAL MASTER TERMS & CONDITIONS*

intellectual property infringement is likely, Bluefin may, at its sole option and expense: (a) modify or replace the Services so that such Services are functionally equivalent and non-infringing, (b) obtain a license for the Client to continue using the Services, or (c) terminate this Agreement upon thirty (30) days’ prior written notice to Client and, in such event, issue a refund to Client of any pre-paid, unearned Fees. THIS SECTION 10.3 SETS FORTH BLUEFIN’S SOLE LIABILITY WITH RESPECT TO COVERED THIRD PARTY CLAIMS UNDER SECTION 10.2(b).

11. Limited Warranties and Disclaimers.

11.1. BLUEFIN HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE, AS TO ANY MATTER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SERVICES ARE PROVIDED “AS IS”, AS AVAILABLE AND WITH ALL FAULTS AND BLUEFIN DOES NOT WARRANT THAT THE SERVICES WILL MEET ALL OF CLIENT’S REQUIREMENTS OR THAT THE PROVISION OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE FROM DEFECTS. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

11.2. In the event that Client purchases any Equipment directly from Equipment Supplier, a description of such Equipment and the terms and conditions applicable to such purchase, are described on Schedule A. NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT, BLUEFIN EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE, AS TO THE EQUIPMENT. **CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT BLUEFIN HAS NO LIABILITY WHATSOEVER FOR ANY DEFECTIVE EQUIPMENT OR ANY FAILURE OF THE EQUIPMENT TO PERFORM IN ACCORDANCE WITH THE MANUFACTURER’S SPECIFICATIONS OR OTHERWISE, OR FOR ANY NON-PCI P2PE CERTIFIED OR COMPLIANT EQUIPMENT CLIENT CHOOSES TO UTILIZE WITH THE BLUEFIN SERVICES, AND HEREBY WAIVES ANY CLAIM THAT ANY EXCLUSIONS OR LIMITATIONS OF ANY WARRANTY DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THE AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE.**

12. Limitation of Liability; Exclusion of Damages. Except for Bluefin’s indemnification obligation for Covered Third Party Claims under Section 10, and subject to any additional limitation on remedies set forth in the Service

Specific Addendum, Client's sole remedy and Bluefin's sole obligation with respect to any claims, whether in contract, tort (including negligence and product liability) or otherwise, arising out of, connected with, or resulting from the Agreement and/or the performance of the Services shall be governed by the Agreement, and in all cases Client's remedy shall be limited to direct money damages in an amount not exceeding the Fees actually paid to Bluefin by Client

during the six (6) month period immediately preceding the event giving rise to such damages. BLUEFIN SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WITH RESPECT TO THE EQUIPMENT, OR ANY OTHER ISSUE ARISING UNDER THE AGREEMENT, FOR (I) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF BLUEFIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), (II) THE COST OF PROCUREMENT OF SUBSTITUTE EQUIPMENT OR ANY COSTS OF SHIPPING TO OR FROM THE EQUIPMENT SUPPLIER FOR REPAIR OR REPLACEMENT OF ANY EQUIPMENT, OR (III) ANY MATTERS BEYOND BLUEFIN'S REASONABLE CONTROL. Any action by either Party must be brought within one (1) year after the cause of action arose. Client acknowledges and agrees that the foregoing limitations are commercially reasonable and represent the agreed upon allocation of risk between the Parties.

13. No Liability to Third Parties. Without limiting Bluefin's indemnification obligations under Section 10, in no event will Bluefin be directly liable for any claim by any third party in connection with the Services, the Equipment or otherwise relating to the subject matter of this Agreement.

14. Confidentiality. Each of the Parties acknowledges that by reason of its relationship to the other Party under or in anticipation of the Agreement it has had and/or may have access to Confidential Information of the other Party. Each Party agrees to use commercially reasonable efforts to maintain in confidence, and to use only as expressly permitted in this Agreement, all Confidential Information received from the other, both orally and in writing, whether

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before or after the Effective Date, provided that the Parties' respective obligations of non-disclosure under this Agreement shall not apply to Confidential Information which the receiving Party can demonstrate: (i) is or becomes a matter of public knowledge through no fault of the receiving Party; (ii) was rightfully in the receiving Party's possession prior to disclosure by the disclosing Party; (iii) subsequent to disclosure, is rightfully obtained by the receiving Party from a third party in lawful possession of such Confidential Information; or (iv) is or was independently developed by the receiving Party without reference to Confidential Information. In the event that a receiving Party is requested or required (by deposition, interrogatory, subpoena, civil investigative demand or similar process, oral questions, any formal or informal investigation, or otherwise) by any government or governmental agency, court or authority, to disclose any Confidential Information of the disclosing Party, the receiving Party shall provide the disclosing Party with prompt written notice of such request or requirement so that the disclosing Party may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, or if disclosing Party waives in writing compliance with the terms hereof, the receiving Party shall furnish only that portion of the information which it is advised by written opinion of counsel is legally required, and shall exercise reasonable efforts to obtain confidential treatment of such information.

As a condition to the receipt of Confidential Information from the disclosing Party, the receiving Party shall only disclose the disclosing Party's Confidential Information, in whole or in part, to employees or agents on a need to know basis in order to provide or make use of the Services. The receiving Party shall be responsible for the compliance of its employees and agents with the restrictions on disclosure and use of Confidential Information set forth herein. The receiving Party shall take all commercially reasonable steps to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information. Upon learning of any unauthorized disclosure or use, the receiving Party shall promptly notify the disclosing Party of the same and cooperate and assist the disclosing Party in preventing or remedying the same. Upon termination of this Agreement, each Party shall immediately cease using and return all property in its possession belonging to the other Party and promptly return or destroy all tangible embodiments of Confidential Information. Notwithstanding the foregoing, the receiving Party shall not be obligated to destroy electronically stored Confidential Information to the extent that it is contained in an archived computer system backup in the ordinary course and/or in accordance with disaster recovery procedures, so long as such data or records, to the extent not permanently deleted or overwritten in the ordinary course of business, are not accessible in the ordinary course of business or used except as required for backup or data recovery purposes.

15. Relationship of Parties.

15.1. Non-Solicitation of Staff. During the Term, and for a period of one (1) year after the termination or expiration of the Agreement, neither Party shall, without the prior written consent of the other Party, directly or indirectly through any subsidiaries or affiliates, recruit, solicit or hire for employment or as an independent contractor, any employee or former employee of the other Party or induce or attempt to induce any employee or former employee of the other company to terminate his or her employment with or otherwise cease his or her relationship with such other Party.

15.2. Publicity. Client agrees to participate in a press release announcing the relationship covered by this Agreement and/or a case study if requested by Bluefin, and will occasionally be available to serve as a customer reference for Bluefin; provided that Client has the right to approve both the press release and the case study, which approval shall not be unreasonably withheld or delayed. Bluefin may identify Client on Bluefin's website and in its marketing materials, subject to Client's prior consent which shall not be unreasonably withheld or delayed.

15.3. Independent Contractors. Bluefin and Client are independent contractors, and nothing in the Agreement shall be construed to imply a joint venture, partnership or agency relationship between the Parties.

15.4. No Exclusivity. This Agreement is not exclusive. Nothing in this Agreement shall be construed to restrict or limit Bluefin's provision of any Service (or any similar product or service) to any other party, or Client's use of any similar service provided by any third party.

16. Miscellaneous.

16.1. Assignment. Client may not sublicense, assign (by operation of law or otherwise) or otherwise transfer this Agreement or any license, right, duty or obligation under this Agreement without Bluefin's prior written consent, which shall not be unreasonably withheld. Subject to the foregoing limitations, this Agreement will mutually benefit and be binding upon the Parties, their successors and assigns. There are no third party beneficiaries to this Agreement.

16.2. Injunctive and Equitable Relief. Each Party agrees that money damages may be an inadequate remedy in the event of a breach or threatened breach by such Party of the provisions set forth in Sections 14, 15.1, 15.2 and 16.1 hereof. In the event of a breach or threatened breach by a Party of any such provisions, the other Party may, either with or without pursuing any other remedies afforded by law, immediately seek an injunction from any proper court

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of law or equity prohibiting such breach or threatened breach. Except as otherwise set forth herein, all rights and remedies afforded either Party by law shall be cumulative and not exclusive.

16.3. Notice. Any notice required to be provided pursuant to the Agreement shall be in writing and shall be deemed given (a) if by hand delivery, upon receipt thereof, (b) if sent by a recognized overnight delivery service, one (1) business day after delivery to such service, or (c) if mailed, three (3) business days after deposit in the U.S. mails, postage prepaid, registered or certified mail, return receipt requested. All notices shall be addressed to the Parties at their respective addresses indicated on the Master Order Form. Each Party shall promptly notify the other Party of any address change by notice in accordance with this Section 16.3.

16.4. Waiver and Modification; Severability. Except as otherwise provided in Section 12, a failure or delay by either Party to enforce any right under this Agreement shall not at any time constitute a waiver of such right or any other right, and shall not modify the rights or obligations of either Party under this Agreement. If any provision or portion of the Agreement is held to be unenforceable or invalid, the remaining provisions and portions shall nevertheless be given full force and effect, and the Parties agree to negotiate, in good faith, a substitute valid provision which most nearly gives effect to the Parties' intent at the time they entered into this Agreement. Except as expressly provided herein, no amendment or modification of this Agreement shall be effective unless made in writing and signed by Bluefin and Client.

16.5. Force Majeure. Neither Party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of materials or supplies, or any other cause beyond the control of such Party ("**Force Majeure**"), provided that no Force Majeure event shall affect or extend any obligation for payment hereunder.

16.6. Dispute Resolution. In the event of a dispute, claim or controversy (a "**Dispute**") arising out of or in connection with this Agreement, the Parties hereto agree to attempt to resolve such Dispute via escalation through the leadership of each respective organization. In the event a Dispute remains unresolved for more than thirty (30) days after notice by one Party to the other, either Party may initiate arbitration of that dispute before a single arbitrator pursuant to the then-current rules of the American Arbitration Association for commercial arbitration, with the hearing to be held in Atlanta, Georgia. The arbitrator shall have experience in the electronic payment

services industry. The arbitral award may be enforced in any court of competent jurisdiction. Each Party shall bear its own fees and expenses of arbitration and one-half of the fees of the arbitrator, subject to the power of the arbitrator, in its sole discretion, to award all or any part of such reasonable costs, expenses and fees to the substantially prevailing Party. Notwithstanding the foregoing, in the event of an arbitral award pursuant to which Bluefin is awarded past due Fees hereunder, Client shall bear its own costs and expenses as well as those of the arbitrator and Bluefin. Nothing in this Section shall prevent a Party from seeking injunctive relief or specific performance from any federal or state court sitting in Atlanta, Georgia (and each of the Parties hereby consent to the personal jurisdiction of any such court) in order to protect its intellectual property or Confidential Information, prior to or pending the final resolution of the Dispute by arbitration. This Section

16.6 shall (a) be specifically enforceable; (b) not limit any obligations of a Party to defend, indemnify or hold harmless the other Party as set forth under the terms hereof; and (c) extend to the successors and permitted assigns of the Parties. In no event shall arbitration be held after the date when institution of legal or equitable proceedings based on such Dispute, or other matters in question would be barred by the applicable statute of limitations. This Section shall survive termination of this Agreement.

16.7. Governing Law. The Agreement shall be governed by and construed under the laws of the State of Georgia without regard to any principles of conflicts of laws. Application of the U.N. Convention of Contracts for the International Sale of Goods is expressly excluded.

16.8. Entire Agreement. The Agreement, including the Master Order Form, the Fee Schedule, the Master Terms, any Service Specific Addenda, and any other schedules, addenda, appendices and exhibits hereto and thereto, constitutes the entire agreement of the Parties, and supersedes all prior agreements and communications, whether oral or in writing, between the Parties with respect to the subject matter of the Agreement.

Effectiveness. The Agreement shall not be effective unless and until executed by both Parties.

PRIVILEGED AND CONFIDENTIAL MASTER TERMS & CONDITIONS

SERVICE SPECIFIC ADDENDUM

DecryptX® Service

This Service Specific Addendum (the "Addendum") is an addendum to that certain Master Services Agreement by and between Bluefin and Client. Capitalized terms used but not defined herein have the meanings ascribed to them in the Agreement. Bluefin and Client may be referred to herein individually as a "Party" and collectively as the "Parties."

1. Service Description: DecryptX® DaaS Service (the "Service") is Bluefin's "Decryption as a Service" offering, which may contain one or more of the following features:

- Credit/debit card track data decryption and response service;
- Credit/debit card PAN (Primary Account Number) decryption and response service;
- Device key injection at Bluefin's designated PCI-approved key injection facility;
- Device application loading (if applicable to the Client selected POI device) at Bluefin's designated PCI-approved key injection facility;
- Device configuration loading (if applicable to the Client selected POI devices) at Bluefin's designated PCI-approved key injection facility;
- Access to a web-based tool for real-time chain of custody and transaction monitoring of each device through the Bluefin P2PE Manager® web application;
- P2PE Instruction Manual, the contents of which describe the requirements for ongoing compliance activities by Client to assist Client in claiming in its attestations the proper execution of duties and claim coverages in conjunction with Bluefin's PCI listed P2PE solution, and provide guidance to be followed by the Client for PCI SAQ P2PE Sections 9.9, 9.9.1, 9.9.2, 9.9.3, and 9.10 of the PCI SAQ P2PE; and
- Guidance and support with the P2PE Manager® reports necessary to attest compliance on the PCI SAQ P2PE

Sections 9.9 (a) and 9.9.1 (a)-(c).

2. Service Specific Terms: The following terms apply to the provision of the Decryption Service:

2.1 Technical Integration for the Service. Bluefin shall provide Client with access to the application programming interfaces (APIs) as necessary to integrate the Service into Client’s software application, together with Bluefin’s standard Documentation respecting integration. Client shall be solely responsible for effecting such integration, at Client’s expense, provided that Bluefin will furnish Client with a reasonable amount of technical support regarding the API and the Service. Following integration, Client and/or its customers will be able to remotely access Bluefin through the Client software application and use the Service. The Service may not be accessed or used independent of the API and the Client software application. Client will be responsible for all costs and expenses of all communications connections, including hardware and telecommunications costs and expenses.

2.2 Service Availability Objectives.

(a) Decryption Processing Availability. Bluefin’s decryption processing availability shall be in operation without material defects 99.9% of the time during each month (the “Decryption Processing Objective”). For Clients connecting to either the Decryptx Certification or Production environments, the Client must provide its source IP addresses to Bluefin. The Client’s IP addresses must be whitelisted for connectivity to the Decryptx environment. See Section 2.8 below. For maintenance and processing availability reasons, those entities connecting over the Internet are REQUIRED to support DNS resolution for the processing URL <https://secure-prod.Decryptx.com/api/>

(b) Calculation of Decryption Processing Availability. Bluefin’s compliance with the Decryption Processing Objective for each month shall be calculated as follows:

$$\text{Monthly Decryption Processing Availability Time (\%)} = 1 - \frac{\text{Sum of minutes of decryption processing non-availability per month} \times 100}{\text{Total number of minutes per month}}$$

Decryption processing time measurements will not include periods of non-availability resulting in an Excluded Event as

PRIVILEGED AND CONFIDENTIAL SERVICE SPECIFIC ADDENDUM - DECRYPTX

defined in Section 2.7 below.

2.3. Service Call Reply. Bluefin provides network monitoring and platform availability services 24/7 via live service agents, and Customer Support for terminal or account related services 7:00 a.m. to 6:00 p.m. Central Time, Monday through Friday. Bluefin will use commercially reasonable efforts to reply to service calls from Client within the reply times set forth herein (“Service Response Objective”). If a Client calls during the above Customer Support hours, any and all issues (Urgent and Non-Urgent) will be responded to and moved toward resolution. If a Client calls outside of those Customer Support hours, an Urgent Issue will be responded to within 2 hours, and a Non-Urgent Issue will be responded to the next business day during Customer Support hours.

(a) Urgent Issue (Client's ability to process is affected) – Reply to Client within 2 hours. Bluefin will use commercially reasonable efforts to promptly assign resources and initiate procedures to correct the issue on an expedited basis during Customer Support hours until resolution.

(b) Non-Urgent Issue (no ability to process is affected) –Reply to Client by the end of the next business day. Bluefin will use commercially reasonable efforts to assign its specialists to correct the error and communicate the corrective efforts on a weekly basis until resolution.

2.4. SLA Objectives. The Decryption Processing Objective and the Service Response Objective shall be collectively known as the “SLA Objectives.”

2.5. Non-Compliance. In the event that Bluefin fails to meet the Decryption Processing Objective for a month, and failure issues are **not** beyond Bluefin’s reasonable and direct control, or fall under Excluded Events in Section 2.7 below, Bluefin shall issue to Client a credit against Bluefin Fees in an amount equal to two percent (2%) of the aggregate Bluefin Fees (not including Key Injection Fees, Equipment Costs, Shipping Charges, or Other Charges) incurred by Client during such month. **Notwithstanding anything to the contrary in Section 5.2 or Section 12 of the Master Terms, this Section 2.5 sets for the sole and exclusive remedy of Client related to any failure**

by Bluefin to comply with the Decryption Processing Objective.

2.6. Measurement Disputes. Should any dispute arise regarding Bluefin's measurement of performance hereunder, the Parties shall utilize the following procedures to attempt to resolve the dispute prior to taking any other action with respect to such dispute:

(a) First Level. The Parties shall use their commercially reasonable best efforts to settle any dispute between the Parties through their respective contract administrators within ten (10) business days. Representatives of each Party shall conduct a meeting (in person or by telephone) to either (i) resolve the matter and set forth such resolution in writing, or (ii) define the dispute in writing including a description of the position of each Party.

(b) Second Level. If the representatives of each Party are unable to reach an agreement pursuant to the above section, then within ten (10) business days after such meeting, a Vice President or other authorized executive of each Party shall meet (in person or by telephone) to attempt to reach a resolution of the matter in light of the description of the dispute submitted by the Parties and further discussion among and between the Parties and their respective representatives. If the Parties agree in writing that there has been substantial progress toward resolution of the dispute, this level may be extended for an additional ten (10) calendar day period which shall commence at the conclusion of the first ten (10) day period. There shall be no further extensions at this level.

2.7. Excluded Events. Decryption processing time measurements shall not include periods of non-availability resulting in whole or in part from one or more of the following (each an "Excluded Event"):

(a) Any act or omission on the part of the Client, its customers, contractors or vendors, or any other entity over which the Client exercises control or has the right to exercise control;

(b) The Client's or any customer's software applications, equipment, connectivity, or facilities;

(c) Bluefin's scheduled maintenance, provided that such scheduled maintenance is undertaken on a Tuesday or Thursday between the hours of 6:00 a.m. and 7:00 a.m. Central Time, or at such other time as may be designated by Bluefin;

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(d) Outages of any third parties who are not agents of Bluefin, including but not limited to telecommunications and/or internet service providers, banks and processors; or

(e) Force majeure events beyond the reasonable control of Bluefin including, but not limited to, natural disasters, government regulation, and national emergency.

2.8. Decryptx Internet IP Addresses. For DecryptX® Clients processing over the Internet and wish to whitelist the DecryptX® IP addresses in their firewalls, the following IP addresses should be included:

<https://secure-prod.decryptx.com>

67.220.115.100

67.214.105.113

199.83.128.0/21

198.143.32.0/19

149.126.72.0/21

103.28.248.0/22

45.64.64.0/22

185.11.124.0/22

192.230.64.0/18

107.154.0.0/16

45.60.0.0/16

45.223.0.0/16

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8200 Roberts Drive, Suite 400
Atlanta, GA 30350
800-675-6573

ACH Recurring Payment Authorization Form

Bluefin requires that payment for services provided be scheduled and automatically deducted from your checking or savings account. Just complete and sign this form to get started!

Recurring Payments Will Make Your Life Easier:

- It's convenient (saving you time and postage)
- Your payment is always on time (even if you're out of town), eliminating late charges

Please complete the information below:

I authorize Bluefin Payment Systems to charge my bank account, indicated below, (full name) each invoice for payment of fees incurred for the services provided by Bluefin Payment Systems.

Billing Address Phone#

City, State, Zip Email

Account Type Checking Savings

Name on Account

Bank Name

Bank Routing #

Bank Account #

Bank City/State

SIGNATURE DATE

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Bluefin Payment Systems in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. **By signing I am confirming that the financial institution for the account above has been notified of the Originator Name, Bluefin Company ID and that recurring ACH withdrawal transactions by Bluefin Payments will not be rejected by the financial institution.**

In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) or Customer Advised Not Authorized, I understand that Bluefin Payment Systems may at its discretion attempt to process the charge again within 30 days and agree to an additional \$35.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I agree not to dispute this billing with my bank so long as the transactions correspond to the terms indicated in this authorization form.

Originator Name: Bluefin Payments

Bluefin Company ID: 2208912641

ACH - ACHWORKS: RPP7301677

ACH RECURRING PAYMENT AUTHORIZATION FORM CONFIDENTIAL