

## SCHEDULE K

### FIRST DATA HOSTED RECURRING PAYMENTS SERVICES

This Schedule K for the First Data Hosted Recurring Payments service, described herein, is by and between PROVIDER and CUSTOMER. Bank is not a party to this Schedule K and is not liable to CUSTOMER in any way with respect to such Schedule K. For purposes of this Schedule K, the words "we", "our" and "us" refers to PROVIDER and its successors and assigns and the words "you" and "your" refer to CUSTOMER and its permitted successors and assigns. The terms of the Master Services Agreement ("MSA" or "Agreement") are incorporated herein and the parties hereto agree to be bound by such terms. Any capitalized terms used in this Schedule K and not specifically defined herein are given the meaning ascribed to them in the Agreement.

In consideration of the mutual promises and covenants hereinafter contained in this Schedule K, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used and defined herein shall have the meanings given to such terms as set forth in this Schedule K. If not defined herein, capitalized terms shall have the meanings given to such terms in the MSA.
  - 1.1 "Consumer Profile" means information about the consumer entered into PROVIDER's database by CUSTOMER, in three components: (a) demographics, such as name and address; (b) payment information, such as Visa credit card number and expiration date, checking account number; and (c) payment schedules, such as when the payment will be processed and how often.
2. **Service Description.** First Data Hosted Recurring Payments Service ("First Data HRP Service") shall mean PROVIDER's product offering that (a) enables CUSTOMER to (i) define certain payment processing rules and (ii) build and store Consumer Profiles, and (b) based on the Consumer Profile and CUSTOMER's processing rules, PROVIDER will automatically charge the consumer's payment account(s). The First Data HRP Service is a hosted solution for recurring and non-recurring payments using the consumer profiles stored in Profiler's database.. First Data HRP Service as defined here does not include Card account updating or acceptance of alternative payments types, which are add-on services which require separate terms and conditions.
3. **Term; Termination.**
  - 3.1 **Term; Termination.** This Schedule K shall commence as of the Effective Date and is coterminous with the MSA. Either party may terminate this Schedule K upon giving the other party at least thirty (30) days prior written notice of its intention to terminate this Schedule K. We may terminate your access to the First Data HRP Services with prior notice (i) as of the date that any Card Organization or governmental authority having jurisdiction directs any party to terminate this Schedule K or (ii) if PROVIDER discontinues the HRP Service. Regardless of the reason for termination, you shall be responsible for the payment of all applicable fees.
  - 3.2 **Amendment.** Notwithstanding any other provision of this Schedule K, we reserve the right to amend, at our discretion, the terms and conditions herein, including, without limitation, any addenda, and/or pricing and fees, by providing you notice thereof. Such amendments shall be effective thirty (30) days from the date notice is sent to you.
4. **Pricing.** Customer will pay for all fees as set forth in Schedule C of the MSA.
5. **Security of Information.** We will use commercially reasonable efforts to maintain the security of the First Data HRP Service. You will use commercially reasonable efforts to maintain the security of your systems. Such steps by you will be taken at your sole cost and expense, and shall include, without limitation:
  - (i) Creating firewalls to protect against unauthorized access to your systems by your employees, contractors, consumers, or by any other person; and
  - (ii) Implementing reasonable protective techniques suggested by us. You further agree that you will be bound by and comply with all of our and all Card Organization security rules and regulations as they now exist or as each may be amended or supplemented from time to time. Notwithstanding the foregoing, the parties recognize that there is no guarantee or absolute security of information that is communicated over the Internet.
6. **Privacy.** We have adopted an online Privacy Statement to inform individuals as to online collection and use of personal information. You agree that, during the term of this Schedule K, you will adequately communicate and comply with an appropriate privacy policy and explain your online collection and use of the personal information of your Customers. Except as permitted herein or as required by law or Card Organization Rules you shall not, under any circumstances, sell, purchase, provide, or otherwise disclose any consumer's Card or account information, transaction information, or other personal information to any third party. You shall store all data securely. We may advise potential users of the First Data HRP Service that we have a relationship with you.
7. **Additional Limitation of Liability.** IN ADDITION TO THE LIMITATION OF LIABILITY SET FORTH IN THE MSA, AND NOTWITHSTANDING ANYTHING IN THE MSA AND ANY ADDENDA TO THE CONTRARY, PROVIDER AND ITS AFFILIATES' CUMULATIVE LIABILITY, IN THE AGGREGATE (INCLUSIVE OF ANY AND ALL CLAIMS MADE BY CUSTOMER AGAINST PROVIDER AND/OR ITS AFFILIATES, WHETHER RELATED OR UNRELATED) FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, OR DAMAGES FOR ANY CAUSE WHATSOEVER RELATED TO THE FIRST DATA HRP SERVICE, AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL NOT EXCEED THE AMOUNT OF FEES RECEIVED BY PROVIDER PURSUANT TO THIS SCHEDULE K IN THE IMMEDIATELY PRECEDING 12 MONTHS.

8. **DISCLAIMER OF WARRANTIES.** IN ADDITION TO THE DISCLAIMERS SET FORTH IN THE MSA, PROVIDER MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED WITH REGARD TO THE FIRST DATA HRP SERVICE INCLUDING THE UNINTERRUPTED OR ERROR-FREE OPERATION OF THE FIRST DATA HRP SERVICE OR NON-INFRINGEMENT.
9. **Your Warranties.** You warrant all of the following: (i) All representations and statements made in this Agreement and any other related document, by you or on your behalf are true, accurate, and complete in all respects and you hereby authorize us to verify and confirm all information provided herein by any means at its disposal; (ii) you are engaged in a lawful business, which includes the sale of merchandise and/or services and are duly licensed to conduct such business under the laws of the state(s), county(s), city(s), and country(s) in which you operate; (iii) you shall not submit any payment transactions that violate any laws of any related state, county, city, or country or any Card Organization Rules and shall otherwise comply with all applicable laws, regulations, or rules in connection with your obligations under this Schedule K; and (iv) that there are no outstanding or contemplated assignments, grants, licenses, encumbrances, security interests, liens, obligations or agreements (whether written, oral or implied) that are inconsistent with this Schedule K and the rights and obligations herein.
10. **Survival.** Upon termination or expiration of this Schedule K, a party's obligations shall cease except for those remaining or required to be performed following such termination. For the avoidance of doubt, the Definitions and the provisions of Sections 3.1, 4, 5, 6, 7, 8, 9, and 10 shall survive the termination or expiration of this Schedule K.