

**ADDENDUM TO PART II, B – CARD GENERAL TERMS
MERCHANT SERVICES – PROGRAM TERMS AND CONDITIONS**

21.2 Choice of Law; Waiver of Jury Trial. This Agreement will be governed by ~~New York~~ Florida law (without regard to its choice of law provisions). The courts of ~~New York, New York~~ Indian River County, Florida will be the proper venue for legal proceedings brought in connection with this Agreement. TeleCheck and Company each waive their right to a jury trial for claims arising in connection with this Agreement.

29.1. Any transfer or assignment of this Agreement by you, without our prior written consent, by operation of law or otherwise, is voidable by us. Any transfer of voting control of you or your parent shall be considered an assignment or transfer of this Agreement. Furthermore, you shall indemnify and hold us harmless from all liabilities, Chargebacks, expenses, costs, fees and fines arising from such transferee's or assignee's Submission of Card transactions to us for processing. For purposes of this Section 29, any transfer of voting control shall be considered an assignment or transfer of this Agreement. The Client's liability shall be only to the extent allowed by and within the limits of liability provided by section 768.28, Florida Statutes, and shall not otherwise be deemed a waiver of sovereign immunity of either party.

33.1. You agree to indemnify and hold us and the Card Organizations harmless from and against all losses, liabilities, damages and expenses: (a) resulting from the inaccuracy or untruthfulness of any representation or warranty, breach of any covenant or agreement or any misrepresentation by you under this Agreement; (b) arising out of your or your employees' or your agents' negligence or willful misconduct, in connection with Card transactions or otherwise arising from your provision of goods and services to Cardholders;(c) arising out of your use of the Services; or (d) arising out of any third party indemnifications we are obligated to make as a result of your actions (including indemnification of any Card Organization or Issuer). The Client's liability shall be only to the extent allowed by and within the limits of liability provided by section 768.28, Florida Statutes, and shall not otherwise be deemed a waiver of sovereign immunity of either party.

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These following sections would not apply to our agreement since facility will not ever be using products with Pineapple & Processor:

37.4. Indemnification. In addition to any other indemnifications as set forth in this Agreement, you will indemnify and hold Servicers, Wireless Vendor(s) and our respective officers, directors, employees, and Affiliates harmless from and against any and all losses, claims, liabilities, damages, costs or expenses arising from or related to: (a) the purchase, delivery, acceptance, rejection, ownership, possession, use condition, liens against, or return of the Wireless Equipment or the Wireless Equipment (including the Wireless Software), as applicable; (b) your negligent acts or omissions; (c) any breach by you of any of your obligations under this Section 37; or (d) any Person's unauthorized access to Client's data and/or unauthorized financial activity occurring on your Merchant Identification Number hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct. The Client's liability shall be only to the extent allowed by and within the limits of liability provided by section 768.28, Florida Statutes, and shall not otherwise be deemed a waiver of sovereign immunity of either party. -

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38.2. Scanning Authority; Scanning Obligations. You represent and warrant that you have full right, power, and authority to consent for Clover Security Plus to scan for vulnerabilities in the IP address and/or URL and/or domain names identified to us by you for scanning, whether electronically or by any other means, whether during initial enrollment or thereafter. If applicable, you shall obtain all consents and authorizations from any third parties necessary for us or our vendors to perform the Clover Security Plus services, including, without limitation, third party data centers, co-locations and hosts. We will not be required to execute agreements with any such third parties. You agree to defend, indemnify and hold us and our vendors harmless from any third party claim that such access was not authorized. The Client's liability shall be only to the extent allowed by and within the limits of liability provided by section 768.28, Florida Statutes, and shall not otherwise be deemed a waiver of sovereign immunity of either party. You may use Clover Security Plus and portals only to scan IP addresses, URLs and domain names owned by and registered to you. You understand that your failure to provide a complete list of and complete access to your IP addresses will significantly impair the scanning services and may result in incomplete or inaccurate results. You agree that the Clover Security Plus services hereunder, including without limitation their functionality and contents, constitute confidential information, and your use and/or access to the Clover Security Plus is subject to the terms of confidentiality set forth in this Agreement.

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38.8.2. You acknowledge and understand that certain Software can automatically install, download, and /or deploy updated and /or new components, which may include a new version of the Software itself. You shall not, in any event or in any manner, impede the update process. You agree to assume full responsibility and indemnify us for all damages and losses, of any nature, for all adverse results or third party claims arising from your impeding the update process. The Client's liability shall be only to the extent allowed by and within the limits of liability provided by section 768.28, Florida Statutes, and shall not otherwise be deemed a waiver of sovereign immunity of either party.

38.11. Indemnification. In addition to other indemnifications provided in this Agreement, you agree to indemnify and hold us, our Affiliates and third party service providers harmless from and against all losses, liabilities, damages and expenses arising from (a) your use of the Clover Security Plus, including any Software or Equipment provided under this Agreement; or (b) any other person's authorized or unauthorized access and/or use of the Clover Security Plus (or any part), Software or Equipment, whether or not using your unique username, password, or other security features. The Client's liability shall be only to the extent allowed by and within the limits of liability provided by section 768.28, Florida Statutes, and shall not otherwise be deemed a waiver of sovereign immunity of either party.

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39.9. Indemnification. You shall indemnify, defend, and hold us, our subsidiaries and affiliates and our and their officers, directors, employees, shareholders, agents and attorneys from any Claim(s) arising from the conduct of your business, any Transactions submitted through the Platform hereunder for payment processing, any false or inaccurate representation made by you or the negligence, fraud, dishonesty or willful behavior of any of your employees or agents, or from your failure to strictly comply,

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in whole or in part, with any: (i) terms and conditions pursuant to this Agreement and any addenda hereto or Documentation; or (ii) applicable law, regulations or rules. Upon written notice from us to you, you shall immediately undertake the defense of such Claim by representatives of your own choosing, subject to our reasonable approval. The Client’s liability shall be only to the extent allowed by and within the limits of liability provided by section 768.28, Florida Statutes, and shall not otherwise be deemed a waiver of sovereign immunity of either party.

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40.13. Indemnity. Without limiting your indemnification obligations in the Agreement, you agree to indemnify and hold First Data, its affiliates, vendors, and third party provider(s) harmless from and against all losses, liabilities, damages, and expenses (including reasonable attorneys’ fees) arising out of or relating to:

40.13.1. Your failure to comply with all terms and conditions in this Section 36, including but not limited to User Documentation;

40.13.2. Your use (alone or in combination with any other information) of any Customer Information, reports, information or analytics obtained in connection with your use of Clover Insights;

40.13.3. The content or delivery of any marketing messages that you send or cause to be sent to any Customer phone number or email address collected through the use of Clover Insights; or

40.13.4. Any other party’s access and/or use of Clover Insights with your unique username, password, or other appropriate security code.

The Client’s liability shall be only to the extent allowed by and within the limits of liability provided by section 768.28, Florida Statutes, and shall not otherwise be deemed a waiver of sovereign immunity of either party.

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41.13. Indemnity. Without limiting your indemnification obligations in the Agreement, you agree to indemnify and hold us harmless from and against all losses, liabilities, damages, and expenses (including reasonable attorneys’ fees) arising out of or relating to:

- a) Your failure to comply with all terms and conditions in this Section 41, including but not limited to the Clover Ops Guide;
- b) Your use of any Customer Information obtained in connection with your use of the Clover Service;

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- c) The content or delivery of any marketing messages that you send or cause to be sent to any Customer phone number or email address collected through the use of the Clover Service; or
- d) Any other party's access and/or use of the Clover Service with your unique username, password, or other appropriate security code.

The Client's liability shall be only to the extent allowed by and within the limits of liability provided by section 768.28, Florida Statutes, and shall not otherwise be deemed a waiver of sovereign immunity of either party.

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43.5.2. In addition to the indemnification obligations in the Agreement, Client agrees to indemnify and hold harmless Servicers from and against all losses, liabilities, damages, and expenses (including reasonable attorneys' fees and collection costs) resulting from third party claims related to any acts or omissions of Client in connection with any GeP Sales Transaction or other GeP transaction, including any alleged misrepresentation or deceptive or unlawful trade practice, a violation of applicable law or the Card Organization Rules, or a breach of any of Client's obligations under this Section. Any limitations on Client's liability which may be specified in the Agreement shall not be applicable to Client's indemnification obligation set forth in the preceding sentence. The Client's liability shall be only to the extent allowed by and within the limits of liability provided by section 768.28, Florida Statutes, and shall not otherwise be deemed a waiver of sovereign immunity of either party.

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44.1 Choice of Law. Choice of Law. Our Agreement shall be governed by and construed in accordance with the laws of the State of ~~New York~~ Florida (without regard to its choice of law provisions).

44.2. Venue. ~~We have substantial facilities in the State of New York and many of the services provided under this Agreement are provided from these facilities.~~ The exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or federal court located in ~~Suffolk County, New York~~ the Southern District of Florida.