

FORTER MERCHANT SERVICES AGREEMENT

The terms and conditions below (the "**Terms and Conditions**") and the Order to which they apply, together with the Orders, Exhibits, Documentation, the SLA, and, where applicable, the Chargeback Policy (collectively, the "**Merchant Services Agreement**", "**MSA**" or "**Agreement**") govern Merchant's use of the Services. Terms not defined herein shall have the meaning provided in the Order. **Any separate written agreement entered into between the parties with respect to the Services shall take precedence over the Terms and Conditions on this page.**

Terms and Conditions

1. Services; License

1.1. During the Term, and subject to the terms and conditions of this Agreement, Forter shall provide Merchant with certain services designed to reduce the risk of fraud and abuse relating to online payment transactions and other events, as further described on the Order (the "**Services**"), using Forter's proprietary technology, including the Forter APIs (defined below), JavaScript, mobile SDK, merchant-facing dashboard (the "**Decision Dashboard**"), and related software and technology (collectively, the "**Forter Platform**"). Technical support and availability of the Forter Platform shall be in accordance with the Service Level Agreement available at <https://www.forter.com/contracts-appendix-sla/> (as may be updated by Forter from time to time, the "**SLA**").

1.2. The parties may enter into one or more orders in the form of Exhibit A (each, an "**Order**") under which Forter will provide Merchant with the Services described in the Order. Forter will provide these Services for the websites and applications specified in the applicable Order (the "**Merchant Sites**"). Each Order shall be incorporated into this Agreement. In addition, Forter or its Affiliate (defined below) and Merchant or its Affiliate may enter into an Order under this Agreement, provided that: (a) with respect to matters related to that Order, the rights and obligations specified for "Merchant" and "Forter" under this Agreement will only apply to the Affiliate that is the party to the particular Order; and (b) each Affiliate will be liable for all of its own obligations under the Order, including, without limitation, payment obligations. Each of Merchant and Forter shall look solely to the relevant contracting Affiliate in enforcing its rights and remedies with respect to each Order. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**," for purposes of this definition, means ownership (directly or indirectly) of more than 50% of the voting rights in the applicable entity. For the avoidance of doubt, all references to Forter or Merchant in the Agreement shall include any Affiliate that has executed an Order. If there is a conflict between an Order and any other part of this Agreement, the Order will control.

1.3. From time to time throughout the Term Forter may provide certain professional services to Merchant, as indicated on the Order or as otherwise mutually agreed by the parties (as applicable, the "**Professional Services**"). The Professional Services are further described in, and shall be provided in accordance with, the Professional Services Terms and Conditions available at <https://www.forter.com/professional-services-terms/> (as may be updated from time to time, the "**Professional Services T&Cs**").

1.4. During the Term, and subject to Merchant's compliance with the terms and conditions of this Agreement, Forter grants Merchant and its employees, agents and representatives (each, an "**Authorized User**") a non-exclusive, non-transferable, non-sublicenseable, limited, revocable right to access and use the Forter Platform, solely in connection with the provision of the Services on the Merchant Sites, for Merchant's internal business use, and according to Forter's instructions and the technical documentation provided by Forter to Merchant that describes the features and functionality of the Forter Platform (as may be updated from time to time, the "**Documentation**").

1.5. Unless otherwise mutually agreed to by the parties, Merchant shall only send to Forter for decisioning real-time live transactions and Relevant Events initiated by End Customers on the Merchant Sites. Transactions or Relevant Events manually submitted by Merchant and/or originating from a source other than a Merchant Site (including transactions originating from marketplaces such as eBay and Amazon) are not eligible for processing through the Services.

2. **Merchant's Obligations.** Merchant shall:

2.1. install Forter's JavaScript code or mobile SDK, as applicable, on each of the Merchant Sites, and promptly install relevant updates made available to Merchant from time to time through the Term, as requested by Forter, but in any case at least one time per calendar year. Merchant acknowledges and agrees that if such updates are not installed at least one time per calendar year (a) Forter may be unable to provide the Services and/or meet relevant performance commitments, and (b) where applicable, the Chargeback Guarantee and any applicable performance commitments and/or penalties shall not apply until such updates are installed;

2.2. promptly and accurately provide Forter with (i) all data required by the Forter APIs integrated with the Merchant Sites (the "**Forter APIs**") prior to the completion of a transaction initiated by actual or potential end customers and/or end users on the Merchant Sites (each, an "**End Customer**") (including a unique order ID for each order), and (ii) all other information that Forter reasonably requests to measure fraud and abuse on the Merchant Sites and otherwise provide the Services, including, without limitation, notice of a chargeback or the first indication of a fraud claim (including but not limited to pre-chargebacks, early fraud disputes, alerts, TC40/SAFE indications, or any other similar indications) from the Merchant's processor(s) or other third party vendors (which notices must be submitted to Forter within three (3) days after Merchant's receipt of such notice), chargeback history, processing statements, and notices of excessive chargebacks. Merchant acknowledges and agrees that if there is inaccurate or missing information (i) it may result in an error notification and may not be analyzed by the Forter Platform, and (ii) where applicable, the Chargeback Guarantee and any performance commitments and/or penalties shall not apply;

2.3. comply with the volume commitment set forth on the Order. For the avoidance of doubt, any failure by Merchant to comply with such commitment shall be deemed a material breach of this Agreement, and in such event, where applicable, the Chargeback Guarantee and any performance commitments and/or penalties shall not apply;

2.4. use the Forter Platform, Services and Documentation (collectively, the "**Forter Technology**") in compliance with all applicable laws and regulations, including, but not limited to, applicable Data Protection Laws (as defined below);

2.5. manage and secure all API keys and login credentials of Authorized Users, and protect the same against unauthorized access, use or disclosure. Merchant shall notify Forter as soon as practicable of any unauthorized access to or use of the Forter Platform;

2.6. be responsible for all acts and omissions of the Authorized Users;

2.7. not use the Forter Platform or its analysis as a factor in establishing for an End Customer their financial standing or likelihood to default on payments, including their eligibility for credit or for any other use constituting a permissible purpose under the Fair Credit Reporting Act ("**FCRA**"), or similar laws or regulations in applicable jurisdictions (such laws and regulations, together with FCRA, "**Consumer Credit Laws**") in such a way that would cause Forter to be considered a Consumer Reporting Agency under FCRA or would result in Forter falling under, or violating, any applicable Consumer Credit Laws. For the avoidance of doubt, Merchant may only use the Services to authenticate End Customer identity for fraud and abuse prevention.

2.8. complete the product dry run required to calibrate the Forter Platform for the Merchant Sites prior to the Go-Live Date (the "**Listen Mode Period**"). For the avoidance of doubt, if Merchant fails to complete the Listen Mode Period prior to the date of completion of integration ("**Go-Live Date**"), then for thirty (30) days from the Go-Live Date, Forter shall not be required to Reimburse Eligible Chargebacks and any applicable penalties or performance commitments set forth on the Order shall not apply.

2.9. integrate with Forter in the manner agreed prior to the Effective Date (i.e., pre- vs post-auth), and in the manner that aligns with the historical data provided to Forter prior to the Effective Date. Merchant

acknowledges and agrees that any performance commitments set forth on the Order shall not apply if Merchant does not comply with the foregoing.

3. Fees and Taxes.

3.1. In consideration for the Services, Merchant shall pay Forter (or, where applicable, an Authorized Reseller) the fees set forth on the Order (the “**Transaction Fee**” or “**Fee**”). Fees shall be payable on a monthly basis within 30 days of the date of the invoice issued by Forter. All payments not made when due shall be subject to a late charge of 1.5% per month compounded annually. Merchant acknowledges and agrees that any invoice issued under this Agreement shall be deemed correct if it has not been disputed within 90 days of Merchant’s receipt thereof. Payment of Fees shall be made by wire transfer or ACH to the account set forth in the applicable invoice, or such other account as may be designated by Forter (or, where applicable, the Authorized Reseller) from time to time. The Fees are exclusive of any applicable taxes.

3.2. Merchant shall be responsible for the payment of all Transaction Taxes and shall promptly pay invoiced Transaction Taxes. Notwithstanding anything to the contrary herein, in the event that Forter fails to designate such Transaction Taxes on an invoice or other Merchant billing, Merchant shall, upon notice and request by Forter, promptly pay or reimburse Forter for any Transaction Taxes that are Merchant’s responsibility under this Agreement. For purposes of this Agreement, “**Transaction Taxes**” means all taxes (including, but not limited to, withholding taxes, sales and use taxes, value-added taxes, goods and services tax, stamp tax, etc.), duties or charges imposed by any jurisdiction, country or any subdivision or authority thereof that are imposed on the Services. Transaction Taxes shall not include any corporate income taxes which are imposed on Forter’s net income. For the avoidance of doubt, if Merchant is required to pay withholding taxes in relation to the Services for any reason, such tax payments will be made by Merchant in addition, and without offset, to the entirety of the amount owed to Forter under the applicable invoice. Forter shall reasonably cooperate with Merchant as needed to assist Merchant in securing a reduced rate of withholding tax.

3.3. If either party is audited by a taxing authority or other governmental entity with respect to taxes owed by a party under this Agreement, the other party will reasonably cooperate with the party being audited in order to respond to the audit inquiry in an appropriate and timely manner, so that the audit and any resulting issues may be resolved expeditiously. The parties will retain records relating to sales, use, excise, or other applicable taxes or fees payable by a party in connection with the Services, as required under applicable law, and shall provide the other party with access to such records in the event of any such audit.

4. Intellectual Property Rights

4.1. Except for the limited rights granted to Merchant hereunder, Forter exclusively owns, and shall retain, all right, title and interest, including all intellectual property and proprietary rights, in and to (i) the Forter Technology, and the models and algorithms that are used in connection with the Services, including, in each case, any and all derivatives thereof and any improvements or other modifications thereto; (ii) the Forter name, and all trademarks, trade names, and logos of Forter or any of its affiliates, including any product names associated with the Services (collectively, the “**Forter Marks**”, and together (i) above, the “**Forter IP**”); and (iii) the Aggregated Data (as defined below).

4.2. Merchant shall not, and shall not permit, assist or enable any third party to, (i) infiltrate, hack, reverse engineer, decompile, or disassemble, or otherwise seek to obtain the source code for any component of, the Forter IP or any part thereof for any purpose, or attempt to do any of the foregoing; (ii) represent to any person that it possesses any proprietary interest in the Forter IP; (iii) directly or indirectly challenge or otherwise contest the validity or enforceability, or Forter’s ownership of any Forter IP; (iv) use the Forter IP other than expressly permitted under this Agreement; (v) access or use the Forter IP in any manner that infringes, misappropriates or otherwise violates the intellectual property or other rights of any third party or any applicable law or regulation; (vi) copy, modify, duplicate or scrape (by any manual or automated means) any features, functions, graphics or other part of the Forter IP, or use the Forter IP or any other data, documentation or information provided to Merchant under this Agreement to build a similar or competitive product or service; (vii) damage, interfere with or disrupt the integrity,

performance or security of the Forter Technology; (viii) conceal, remove or alter any copyright, trademark and other proprietary notices contained on or in the Forter IP; or (ix) introduce any virus, worm or other malicious code into the Forter Platform.

4.3. Except for the limited rights granted to Forter hereunder, Merchant owns all right, title, and interest, including all intellectual property and proprietary rights, in and to the Merchant Data and Merchant Sites (collectively, the “**Merchant IP**”).

4.4. Merchant hereby grants to Forter and its affiliates, during the Term, a worldwide, non-exclusive, royalty-free, transferrable (as permitted herein), and sublicensable right and license to (A) reproduce, prepare derivative works of, and otherwise use and disclose the data collected by or provided to Forter in connection with transactions and/or Relevant Event initiated by End Customers on the Merchant Sites (collectively, the “**Merchant Data**”) (i) as needed for Forter to provide the Services as set forth in this Agreement; and (ii) to create internal databases for the purpose of offering fraud and trust products and services that incorporate or are based on the analysis of such Merchant Data, and (B) aggregate and anonymize Merchant Data and/or information regarding Merchant’s use of the Forter Platform and Services (collectively, “**Aggregated Data**”), and reproduce and otherwise use and disclose such Aggregated Data for analytical and other business purposes, provided such Aggregated Data does not identify any individual. Merchant represents and warrants that it has sufficient rights in the Merchant Data to grant the foregoing rights to Forter.

5. **Confidentiality**

5.1. For the purposes of this Agreement, “**Confidential Information**” means this Agreement, and all information disclosed by a party under this Agreement that is confidential or proprietary or otherwise not generally available to the public, which can be reasonably understood under the circumstances to be confidential, but excluding any information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the disclosing party; (iii) the receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of this Agreement; or (iv) the receiving party can demonstrate in its records to have independently developed, without breach of this Agreement and/or any use of or reference to the disclosing party’s Confidential Information. For the avoidance of doubt, the Forter Technology is Forter’s Confidential Information.

5.2. The receiving party agrees (i) not to disclose the disclosing party’s Confidential Information to any third parties, other than to its directors, employees, advisors, or consultants (collectively, its “**Representatives**”) on a “need to know” basis, and provided that such Representatives are bound by confidentiality obligations not less protective than those contained herein; (ii) not to use or reproduce the disclosing party’s Confidential Information for any purposes except to exercise its rights and perform its obligations under this Agreement; and (iii) to keep the disclosing party’s Confidential Information confidential using at least the same degree of care it uses to protect its own confidential information, but in any event no less than a reasonable degree of care. Notwithstanding the foregoing, the receiving party may disclose the disclosing party’s Confidential Information to the extent required by the order of a court or other governmental body, or as necessary to comply with applicable law, provided that, unless prohibited by applicable law, the receiving party shall notify the disclosing party prior to any disclosure so that it may seek a protective order or other relief to limit such disclosure, and shall disclose only such Confidential Information that is required to be disclosed in connection with the foregoing.

5.3. The receiving party hereby acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm and significant injury to the disclosing party that may be difficult to ascertain. Accordingly, the receiving party agrees that the disclosing party, in addition to any other right or remedy that it may have available to it at law or in equity, may seek immediate injunctive relief to enforce obligations under this Agreement without the necessity of proving actual damages and without the necessity of posting bond.

5.4. The confidentiality obligations hereunder shall expire three years from the date of termination or expiration of this Agreement, except with respect to trade secrets which shall continue in perpetuity, and shall supersede any previous confidentiality undertakings between the parties.

6. Data Protection and Privacy

6.1. For the purposes of this Section 6: “**Data Protection Laws**” means all applicable laws and regulations relating to the protection and processing of personal data or information in any relevant jurisdiction, including without limitation Regulation (EU) 2016/679 (the “**GDPR**”) and the California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100 to 1798.199), as may be amended from time to time, including as amended by the California Privacy Rights Act of 2020 (the “**CCPA**”) and its implementing regulations; and “**Personal Data**” means ‘personal data,’ ‘personal information,’ ‘personally identifiable information,’ or other similar term, in each case, as such term is defined under applicable Data Protection Laws.

6.2. Merchant represents and warrants that: (i) it shall not do or omit to do anything that would cause Forter to breach its obligations under applicable Data Protection Laws; (ii) all End Customers have been informed of Forter’s processing and use of Personal Data (including such use as contemplated in Section 4.4 of this Agreement), as required by Data Protection Laws; (iii) to the extent required under applicable Data Protection Laws, the privacy policies on all Merchant Sites contain a notice to end users informing them of Forter’s use of Personal Data; (iv) it has, if and to the extent applicable, obtained appropriate consents from End Customers as required under Data Protection Laws; and (v) all Personal Data has been and will be collected, processed and transferred by it to Forter in accordance with applicable Data Protection Laws.

6.3. To the extent the GDPR applies with respect to the Personal Data (i) the parties acknowledge that they are each considered to be independent “data controllers” of the Personal Data (as such term is defined in the GDPR) and (ii) each party agrees that it will not transfer the Personal Data to, or process the Personal Data in, any country outside the European Economic Area, except in accordance with applicable Data Protection Laws (which may include executing controller-to-controller Standard Contractual Clauses).

6.4. To the extent the CCPA or another United States state law applies with respect to the Personal Data (“U.S. Data Protection Law”), the parties acknowledge that Forter is a Service Provider (as such term is defined in the CCPA) or a “Processor” (as defined in other United States state laws) of the Personal Data. Except as otherwise permitted by the CCPA and applicable regulations, including to detect security incidents or protect against malicious, deceptive, fraudulent or illegal activity, or prosecute those responsible for that activity, Forter shall not retain, use, sell or disclose any Personal Data (i) outside of the direct business relationship between Forter and Merchant, or (ii) for any purpose other than for the specific purpose of providing the Forter Platform and Services to Merchant.

6.5. Forter represents and warrants that (i) it will process the Personal Data in accordance with applicable Data Protection Laws; (ii) it has in place appropriate technical and organizational security measures to protect the Personal Data and provide a level of security appropriate to the risk represented by the processing and nature of such Personal Data; and (iii) any third party acting under the authority of Forter, including a data processor, shall be obligated to process the Personal Data pursuant to a written agreement with Forter with terms no less protective than those set forth in this Agreement.

6.6. Each party will promptly notify the other party about any notice, dispute, claim or request brought by an End Customer or supervisory or other law enforcement or regulatory authority concerning the other party’s processing of the Personal Data in connection with this Agreement, unless prohibited under applicable Data Protection Laws or other laws or regulations, and the parties will reasonably cooperate with each other to resolve the matter. Each party will provide the other party reasonable assistance to enable such party to comply with any data subject or consumer requests in respect of the Personal Data that are received by such party under applicable Data Protection Laws and to respond to any other queries or complaints from relevant data subjects or consumers. Without limiting the foregoing, if Merchant passes through data subject or consumer requests to Forter, Merchant

agrees to submit such requests through the Decision Dashboard or such other method communicated by Forter to Merchant from time to time.

6.7. Each party will promptly notify the other party about any security incident impacting Merchant Data, unless prohibited under applicable Data Protection Laws, and will reasonably cooperate with each other to investigate and resolve the matter. Except as required under applicable law, Forter will not inform any third party of any security incident without first obtaining Merchant's prior written consent. Forter will cooperate with Merchant in notifying third parties of such incidents, as required under applicable Data Protection Laws.

6.8. For Merchants subject to U.S. Data Protection Law only, the parties agree to the terms of the United States Data Processing Agreement ("US DPA"), available at <https://www.forter.com/us-data-processing/>.

6.9. If required under applicable Data Protection Laws, the parties will update the US DPA or execute an appropriate Data Processing Agreement ("DPA") clarifying the position of the parties under such laws (e.g. controller vs. processor) and containing additional obligations with respect to Forter's processing of Personal Data in connection with this Agreement.

7. Representations and Warranties; Disclaimer; Limitation of Liability; Indemnity

7.1. Each party represents and warrants that: (i) it has the power and authority to enter into this Agreement; (ii) this Agreement is entered into by an employee or agent of such party with all necessary authority to bind such party to the terms and conditions of this Agreement; (iii) it shall comply with all applicable laws in relation to its obligations under this Agreement; and (iv) the execution and performance of this Agreement (including Merchant's use of the Services as contemplated hereunder) will not conflict with or violate (A) any applicable law or regulation, or (B) any agreement with any third party.

7.2. Forter further represents and warrants that: (i) the Forter Platform will perform substantially in accordance with the Documentation, and (ii) it will perform the Services in a diligent and workmanlike manner consistent with industry standards.

7.3. Merchant further represents and warrants that any Authorized User that agrees to any terms in the Decision Dashboard has all necessary authority to do so and to bind Merchant to such terms.

7.4. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE FORTER TECHNOLOGY IS PROVIDED TO MERCHANT ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR REPRESENTATION OF ANY KIND, AND FORTER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES - STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. FORTER FURTHER DISCLAIMS ANY WARRANTY THAT THE OPERATION OF THE FORTER PLATFORM OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ERRORS WILL BE CORRECTED (EXCEPT AS EXPRESSLY PROVIDED IN THE SLA), OR THAT THE FORTER PLATFORM OR SERVICES WILL MEET MERCHANT'S EXPECTATIONS OR REQUIREMENTS. MERCHANT ACKNOWLEDGES THAT THE FORTER PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. FORTER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS, EXCEPT AS EXPRESSLY PROVIDED IN THE SLA.

7.5. Merchant acknowledges that the quality and accuracy of recommendations by the Forter Platform and Services are dependent on the accuracy and completeness of the data provided by Merchant. MERCHANT ACKNOWLEDGES THAT FORTER SHALL NOT BEAR ANY LIABILITY OR RESPONSIBILITY FOR FAULTS, ERRORS OR ERRONEOUS RECOMMENDATIONS PROVIDED ON THE BASIS OF UNTIMELY, INCOMPLETE, INACCURATE, FALSE OR MISLEADING INFORMATION PROVIDED TO FORTER.

7.6. EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT OR FRAUD, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER, OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY MERCHANT TO FORTER DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM FIRST ARISES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES OR AGENTS FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF DELAY, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.7. Merchant shall indemnify Forter from and against any losses, liabilities or costs (including reasonable attorneys' fees), to the extent arising out of a third-party claim related to or arising out of a breach of Section 2.6 or the warranty in Section 4.4 of this Agreement. Forter will provide Merchant with prompt notice of any such claim. Forter's failure to provide such notice to Merchant will relieve Merchant of its obligation to defend and indemnify Forter, to the extent such failure impacts Merchant's ability to defend any such claim. Merchant will have sole control of the defense of any such claim, including any settlement. Forter will provide Merchant with reasonable cooperation in connection with the defense of any such claim, and may participate in the defense at its own expense.

8. Term; Termination; Suspension of Services

8.1. This Agreement shall commence on the Effective Date and will continue for the duration of the Initial Term (as indicated in the Order), unless terminated earlier in accordance with this Section 8. Thereafter, the Agreement shall automatically renew for additional 12-month periods, unless either party provides the other party with written notice of its intent to terminate the Agreement no later than 30 days prior to the expiry of the then-current term or unless earlier terminated in accordance with this Section 8 (the Initial Term and any renewal terms, the "**Term**").

8.2. Either party may terminate this Agreement immediately by giving written notice to the other party if: (i) the other party materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice thereof; or (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party, or any petition by or on behalf of such party is filed under any bankruptcy or similar laws.

8.3. Upon expiration or termination of this Agreement, (i) Merchant will immediately cease use of the Forter Platform and other Forter IP, (ii) except as otherwise provided herein, each party shall delete all of the other party's Confidential Information in its possession or control and (iii) any outstanding Fees shall become due and payable to Forter.

8.4. Merchant acknowledges that Forter may suspend Merchant's and/or its Authorized Users' access to the Forter Platform and/or Services in the event Merchant breaches this Agreement, including in the event that (i) any Fees owed to Forter are not received when due; (ii) any Authorized User uses the Forter Platform or Services other than in accordance with this Agreement or the Documentation; (iii) Merchant fails to provide Forter with the data required under this Agreement; (iv) Merchant fails to comply with the volume commitment set forth on the Order. Additionally, Forter may suspend Merchant's and/or its Authorized Users' access to the Forter Platform and/or Services in the event Forter reasonably believes that Merchant's or an Authorized User's use of the Forter Platform or Services poses a threat to the security thereof. Where practicable, Forter will provide Merchant with notice prior to any such suspension.

8.5. Any provisions of this Agreement that contemplates performance or observance after the expiration or termination of this Agreement, including Sections 4 through 7, 8.5, 11, 14, 15 and 16, shall survive any expiration or termination of this Agreement.

9. **Notices.** All notices or other communications hereunder shall be in writing and given in person or sent by registered mail, by an overnight courier service that provides a receipt to evidence delivery, or by email, with written confirmation of receipt, in each case, addressed to the address or email address (as applicable) set forth in the Order, or to such other address or email address as any party hereto may designate to the other in writing from time to time. All notices and other communications delivered in person or by courier service shall be deemed to have been given upon delivery, those given by email transmission shall be deemed given on the business day following transmission, and those sent by registered mail shall be deemed given when delivered to such party. Notwithstanding the forgoing, Forter may also notify or update Merchant periodically through the Decision Dashboard, which shall be deemed to be given upon an Authorized User accessing and using the Decision Dashboard after such notice or update has been posted.

10. **Publicity.** Merchant acknowledges and agrees that Forter may issue publicity or general marketing communications identifying Merchant as a customer, including on its website and in its marketing materials. Furthermore, Merchant agrees to participate in a public case study within 12 months of the implementation of the Forter Platform, which shall include (i) data that shows improvements in chargeback rate, false declines and similar metrics, as approved by the Merchant, and (ii) a quote from Merchant about its work with Forter. Merchant hereby grants Forter a non-exclusive, worldwide, royalty-free, revocable license to use Merchant's name, logo, and other trademarks or service marks in connection with the foregoing.

11. **Export Control.** Merchant acknowledges that the Forter Technology is subject to the U.S. Export Administration Regulations ("EAR"), economic sanctions regulations administered by the Office of Foreign Assets Control ("OFAC"), and other applicable U.S. and global export control and economic sanctions laws and regulations (collectively, "Sanctions and Export Control Laws"). Accordingly, Merchant represents and warrants that none of Merchant, its Authorized Users, or any party that owns or controls Merchant are named on any U.S. government list of sanctioned parties or any other applicable restricted party list ("Restricted Parties"). Merchant shall not, and shall ensure that the Authorized Users do not (i) access or use the Services in any U.S.-embargoed country or region or in violation of any Sanctions and Export Control Laws; or (ii) use the Services to export, re-export, transfer, or make available, whether directly or indirectly, any export-controlled item or information to any Restricted Parties.

12. **Assignment.** Neither Party may assign or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other Party's prior written consent, *provided* that either Party may assign this Agreement or its rights or obligations hereunder to (i) an affiliate or (ii) a third party, in connection with a merger, sale of all or substantially all of such party's assets or business, or similar event. Any purported assignment or other transfer contrary to this section shall be null and void.

13. **Force Majeure.** Except with respect to Merchant's payment obligations hereunder, neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by circumstances beyond such party's reasonable control (a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing party shall promptly notify the other party of such Force Majeure Event and shall be excused from any further performance of the affected obligation(s) for as long as such Force Majeure Event continues.

14. **Beta Participation.** From time to time throughout the Term Merchant may be asked to participate in one or more beta programs (each, a "Beta Program") offered by Forter to certain of its customers, to allow such customers to test new services, products and/or features in development by Forter (such services, products and/or features, collectively the "Beta Services"). If Merchant, in its sole discretion, agrees to participate in a Beta Program and/or use Beta Services, the Beta Terms and Conditions available at <https://www.forter.com/beta-terms/> (as may be updated by Forter from time to time, the "Beta Terms") shall apply, for as long as Merchant is participating in a Beta Program and/or using any Beta Services.

15. **Contracting Entities; Governing Law; Jurisdiction.**

As determined by the Forter entity on the Order, this Agreement is governed by the laws of the jurisdiction specified in the Governing Law column below, without reference to its conflict of laws principles, and any disputes arising from this Agreement shall be brought exclusively before the courts in the city or region specified in the Venue column below:

Forter Entity on Order	Governing Law	Venue
Forter Inc.	State of New York, USA	New York, NY
Forter Solutions UK Ltd	England & Wales	London, England
Forter Ltd	Israel	Tel Aviv, Israel
Forter Pte Ltd	Singapore	Singapore
Forter Australia Pty Ltd	New South Wales, Australia	Sydney, Australia
Forter Solutions ULC	Alberta, Canada	Calgary, Canada

16. **Changes to Terms and Conditions.**

FORTER MAY MODIFY THESE TERMS AND CONDITIONS AT ANY TIME BY POSTING A REVISED VERSION ON ITS WEBSITE OR BY OTHERWISE NOTIFYING MERCHANT IN ACCORDANCE WITH SECTION 9 (NOTICE). The modified terms will become effective: (i) immediately, in regard to any Order signed after the day of publication, and (ii) for any existing Order, fourteen (14) calendar days after Forter publishes the modified terms or notifies Merchant thereof. In the event Merchant is materially adversely affected by the modified terms, Merchant is entitled to terminate the Agreement, solely during the aforementioned fourteen (14) day notice period, by notifying Forter in writing pursuant to the requirements of Section 9 (Notice). Otherwise, by continuing to use the Services after the effective date of the modified terms, Merchant agrees to be bound by the modified terms. It is the Merchant's responsibility to check this site regularly for modifications to this Agreement.

17. **General.**

This Agreement (including all Orders, Exhibits, the SLA, and where applicable, the Chargeback Policy) constitutes the entire agreement between Forter and Merchant and supersedes any previous agreements or representations, either oral or written, with respect to the subject matter of this Agreement. The parties acknowledge that this Agreement is intended solely for the benefit of the parties, their successors and permitted assignees. Nothing in this Agreement is intended to create any rights in, or confer any benefits upon, any person or entity other than the parties, their successors and permitted assignees. If any provision of this Agreement is declared invalid or unenforceable for any reason in any jurisdiction, such provision shall be deemed modified to the extent necessary to make it valid and operative and in a manner most closely representing the intention of the parties, or if it cannot be so modified, then eliminated, and such elimination shall not affect the validity of any remaining provisions of this Agreement, which shall remain in force and effect. Any failure by either Party to enforce any of the terms, provisions or conditions of this Agreement or to exercise any right hereunder shall not constitute a waiver of such terms, provisions, conditions or rights, or affect the validity of this Agreement or any part hereof. No waiver of this Agreement will be valid and binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. The headings in this Agreement are included for reference only and shall not affect the meaning or interpretation of this Agreement. In the applicable context, references to Forter in this Agreement shall include Forter's affiliates, and references to Merchant shall also refer to the Authorized Users. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

If you have any questions about these Terms and Conditions please contact us at legal@forter.com.