

Nextech Payment Acceptance Services Supplemental Schedule

The Nextech Software includes services that enable Customer to accept payments made with transaction cards and other supported payment methods for goods and services Customer sells (“**Payment Acceptance Services**”). Any action by Customer and one of its customers using a payment method that is accepted and processed via the Payment Acceptance Services is referred to below as a “**Transaction**”. This Payment Acceptance Services Supplemental Schedule (this “**Supplemental Schedule**”) sets forth Nextech’s and Customer’s rights and obligations with respect to the Payment Acceptance Services.

Except as otherwise expressly provided below, the terms set forth in this Supplemental Schedule are in addition to, and not in limitation of, the terms set forth in the Nextech Master Software License Agreement (the “**License Agreement**”). All capitalized terms used, but not defined, in this Supplemental Schedule have the meanings assigned to them in the License Agreement. If any of the terms contained in this Supplemental Schedule conflict with any of the terms of the License Agreement, the terms of this Supplemental Schedule shall prevail. In all other respects, the License Agreement shall remain unchanged and in full force and effect.

1. Agreement with Stripe: In order to receive the Payment Acceptance Services, Customer must complete Stripe, Inc.’s (“**Stripe**”) account application process, be approved by Stripe, and accept the Stripe Connected Account Agreement (the “**Connected Account Agreement**”), which can be viewed at <https://stripe.com/connect-account/legal> and the Stripe Services Agreement (the “**Stripe Services Agreement**”), which can be viewed at <https://stripe.com/ssa>. By entering into the License Agreement and this Supplemental Schedule, Customer agrees to become a party to, and be bound by, the Connected Account Agreement and the Stripe Services Agreement, which are agreements between Customer and Stripe. Customer acknowledges and agrees that Nextech is not a party to the Stripe Connected Account Agreement or the Stripe Services Agreement and that Stripe provides the Payment Acceptance Services to Customer directly. **Nextech disclaims all liability for Stripe’s provision of the Payment Acceptance Services, including, but not limited to Stripe’s breach of the Connected Account Agreement or the Stripe Services Agreement, Stripe’s failure to provide the Payment Acceptance Services, Stripe’s failure to fund settlement amounts when due, and any data breach involving Stripe’s systems. Customer acknowledges and agrees that it must pursue any claim arising from any of the foregoing directly and exclusively against Stripe.**
2. Eligibility for Payment Acceptance Services: Customer will be eligible to receive the Payment Acceptance Services only after Stripe approves Customer’s application and opens a Stripe account (the “**Connected Account**”) for Customer. Customer is responsible for the accuracy and completeness of any information Customer provides to Nextech in connection with the application and enrollment process for the Payment Acceptance Services. Stripe is responsible for determining whether Customer is eligible to receive the Payment Acceptance Services, and Stripe may reject Customer’s application or terminate, limit, or suspend Customer’s access to the Payment Acceptance Services in accordance with the Stripe Connected Account Agreement and Stripe’s internal policies. Customer understands and acknowledges that Nextech does not participate in, and bears no responsibility for, any decision by Stripe regarding Customer’s eligibility for or continued access to the Payment Acceptance Services. Nextech will make commercially reasonable efforts to inform Customer of any eligibility determination by Stripe after Stripe notifies Nextech of such determination.

3. Payment Methods: The Payment Acceptance Services are limited to the payment methods supported by Stripe (each, a “**Payment Method**”). Nextech will have no responsibility or liability for Customer’s inability to accept a payment method as a result of Stripe’s not supporting that payment method or Stripe’s suspending Merchant’s ability to accept transactions with respect to any payment method.
4. Appointment as Agent: Customer authorizes Nextech to act as Customer’s representative and agent with respect to Stripe for matters related to the Payment Acceptance Services, and, as such, Customer authorizes Nextech to: (a) access and use, with respect to any Transaction, the information that must be submitted to Stripe to enable the processing of the Transaction and to perform fraud checks, including details regarding the Payment Method, the customer using the Payment Method (such as name, address, telephone number, email address), and the payment amount (“**Transaction Data**”), (b) instruct Stripe regarding settlement, Withheld Amounts (as defined below), and payment of Customer Funds (as defined below), (c) instruct Stripe regarding frequency of payment of Customer Funds based on the pay-out frequency agreed upon between Nextech and Customer, and (d) otherwise communicate with Stripe on Customer’s behalf with respect to the Payment Acceptance Services and administration of the Connected Account. Nextech will perform these activities in accordance with the mandates, permissions, and instructions that Customer provides to Nextech (including as set forth in this Supplemental Schedule), and Customer will ensure that such instructions are correct in all respects. Customer hereby instructs Stripe to provide Nextech access to Customer’s Connected Account and the related data and settings that Stripe uses to provide the Payment Acceptance Services to Customer and authorizes Nextech to manage these on Customer’s behalf.
5. Stripe Terminal.
 - a. Nextech may make one or more physical point of sale devices (each, a “**Stripe Terminal**”) available to Customer. If Customer obtains a Stripe Terminal through Nextech, Customer agrees to become a party to, and be bound by, the Stripe Terminal Purchase Terms and Stripe Terminal Terms, which are separate agreements between Customer and Stripe and can be viewed at <https://stripe.com/terminal-purchase/legal> and <https://stripe.com/terminal/legal>. Customer further acknowledges and agrees that: (a) Customer may not use any Stripe Terminal outside of the United States, for individual or household purposes, or in connection with any prohibited business described in Section 10; (b) Nextech will charge Customer a [monthly maintenance fee] for use of the Stripe Terminal [in addition to per-transaction fees], as set forth in the Fee Schedule; and (c) **Nextech does not make, and hereby disclaims, any warranty, express or implied, arising by law, custom, or any oral or written statement of Nextech of any of its representatives (including any warranties of merchantability, fitness for a particular purpose, non-infringement, or error-free and uninterrupted use) relating to the Stripe Terminal, its interaction with the Nextech Software, or any support services Nextech provides with respect to the Stripe Terminal.**
 - b. To the extent Nextech purchases a Stripe Terminal from Stripe and chooses to provide the Stripe Terminal to Customer free of charge, Customer acknowledges that Customer shall be responsible for paying any required tax or other government fees owed in connection with Customer’s receipt of such Stripe Terminal.

6. Transaction Data: Nextech and Stripe may use any Transaction Data and Transaction-related data to provide the Payment Acceptance Services. Customer further authorizes (a) Nextech and Stripe to use Transaction Data and Transaction-related data that has been de-identified and aggregated with other transaction data and transaction-related data for various purposes, including, but not limited to, analyzing, tracking, and comparing transaction and other data to develop and provide insights for their customers and/or others as well as for developing, marketing, maintaining, and/or improving Nextech's and Stripe's products and services, and (b) Nextech and Stripe to use Transaction Data and Transaction-related data in any other manner that is in compliance with applicable Law and applicable rules ("**Payment Method Rules**") of any card networks (e.g., Visa, Mastercard, American Express, Discover), sponsoring banks, or other Payment Method provider, network, or scheme whose payment method can be accepted using the Payment Acceptance Services (each, a "**Payment Method Provider**"). Customer is responsible for obtaining all necessary authorizations from its customers to use and share their data for the above-described purposes, and Nextech will have no responsibility for losses, damages, or claims, in indemnity or otherwise, arising from Customer's alleged failure to do so. Neither party will use Transaction Data in any manner that violates applicable Law or Payment Method Rules.
7. Connected Account Activity: Customer is responsible for any activity ("**Connected Account Activity**") on its Connected Account, whether initiated (a) by Customer, (b) by another party using Customer's log-in credentials for the Connected Account, or (c) by Nextech in accordance with this Supplemental Schedule, the License Agreement, or any other written instruction or agreement between Customer and Nextech. Without limiting the foregoing, Customer is responsible for all chargebacks, disputes, refunds, reversals, and any Payment Method Provider fines, penalties, and assessments incurred on or with respect to the Connected Account (together with Connected Account Activity, such amounts are referred to as "**Customer Liabilities**"). If Nextech believes Customer might incur, or is incurring, an excessive amount of Customer Liabilities, Nextech may establish additional conditions governing Customer's use of the Payment Acceptance Services, including (x) creating a Customer reserve in an amount reasonably determined by Nextech to cover anticipated Customer Liabilities and related fees, (y) delaying payouts, and/or (z) terminating or suspending Customer's access to the Payment Acceptance Services. If Nextech determines that it is necessary to establish a merchant reserve, it will inform Customer of the amount of the reserve and may require the reserve to be funded by one or more of the following methods: (i) from Withheld Amounts (defined below), (ii) directly by Customer paying the required amount into the account holding the merchant reserve, or (iii) by offset against any other amounts otherwise owed by Nextech to Customer. If Nextech determines that a merchant reserve is no longer required, it will pay to Customer the amount of the merchant reserve held by Nextech less any amounts required to satisfy Customer Liabilities. Merchant reserves may be held in commingled, non-interest bearing accounts, and Customer will not be entitled to interest on amounts held in merchant reserves. Customer agrees to pay all costs and expenses, including attorneys' fees and other legal expenses, Nextech incurs for the collection of Customer Liabilities.
8. Charges for the Payment Acceptance Services: Customer agrees to pay to Nextech: (a) the fees set forth in the Fee Schedule to this Supplemental Schedule (which is incorporated into and forms a part of this Supplemental Schedule); and (b) if Customer chooses to use any service offered by Stripe and available through the Nextech Software for which no fee is specified in the Fee Schedule, fees for such service at the then-current standard rate unless otherwise agreed in writing (such amounts, collectively, "**Nextech Fees**"). Nextech may modify the amount of the

Nextech Fees, or add new Nextech Fees, on 30 days' prior notice to Customer by email or other reasonable means. Nextech may, at its option, collect the Nextech Fees, Customer Liabilities, and any other amounts Customer owes to Nextech (x) by invoicing Customer for such amounts, (y) by deducting from Withheld Amounts, or (z) by exercising its general right of setoff under Section 16.

9. Payment of Settlement Funds; Withheld Amounts:

- a. Based on instructions Nextech provides as Customer's authorized representative, Stripe will pay the settlement funds generated by successfully processed Transactions (the "**Settlement Funds**"), net of Withheld Amounts (as defined below), directly to Customer's designated bank account in accordance with the Stripe Connected Account Agreement and the Stripe Services Agreement. At Nextech's instruction, Stripe will (and Customer authorizes Stripe to) withhold from Settlement Funds: (i) Nextech Fees, (ii) fees with respect to Customer's Transactions or other Connected Account Activity imposed by Payment Method Providers or other intermediaries involved in the authorization, processing, and settlement of Customer's Transactions, (iii) Customer Liabilities, and (iv) any other amounts Nextech is entitled to set off pursuant to Section 16 below (such amounts, collectively, "**Withheld Amounts**"; the net amount of Settlement Funds payable to Customer after deduction of Withheld Amounts is referred to as the "**Customer Funds**"). In the event that the amount of Settlement Funds is insufficient to pay the Withheld Amounts owed to Nextech, Nextech may instruct Stripe to debit Customer's Connected Account for the unpaid amount owed, regardless of whether this causes the Connected Account to have a negative balance or overdraft, and may otherwise collect such unpaid amounts using any of the means described in Section 8. Customer agrees to provide any documentation or authorizations required to ensure that Stripe withholds all Withheld Amounts from the Settlement Funds.
- b. **Customer understands and acknowledges that Stripe is solely responsible for payment of Settlement Funds to Customer. Nextech does not hold or control Settlement Funds and bears no responsibility to Customer regarding payment of Settlement Funds. Payout of Settlement Funds may be delayed if (i) Nextech or Stripe needs to conduct an investigation or resolve any pending dispute related to Customer's Transactions or (ii) delay is necessary to comply with applicable Law, Payment Method Rules, or court order, or (iii) any Governmental Authority or Payment Method Provider so requests.** Nextech will make commercially reasonable efforts to inform Customer if Nextech becomes aware of a material delay in payment of Customer Funds. Customer Funds are not payable to Customer unless and until the corresponding Settlement Funds are received by Stripe from the applicable Payment Method Provider.
- c. Customer is responsible for providing Nextech with complete and accurate bank account details for the Customer's bank account into which it wants Customer Funds deposited, and Customer authorizes Nextech to communicate Customer's bank account details to Stripe for such purpose. Nextech will have no liability or responsibility with respect to incorrect bank account details provided by Customer or Customer's failure to update bank details as necessary.

10. Prohibited Uses. Customer will not use the Payment Acceptance Services or the Stripe Terminal for activities listed on the prohibited business list available at <https://stripe.com/restricted-businesses> or for any activity that is prohibited by or in violation of the Connected Account Agreement, the Stripe Services Agreement, the License Agreement, applicable Law, or Payment Method Rules. Customer will promptly inform Nextech if it becomes aware of any improper use of the Payment Acceptance Services or the Stripe Terminal.
11. Data Security Standards. Customer understands and acknowledges its obligation to secure cardholder data and to adhere to all applicable standards established by the Payment Card Industry Security Standards Council, including the Payment Card Industry Data Security Standard (PCI DSS), the Payment Card Industry Payment Application Data Security Standards (PA DSS), and the Payment Card Industry PIN Entry Device Requirement (PCI PED) (collectively, the “**PCI Requirements**”) and any and all security requirements established by the Payment Method Providers including Visa’s Cardholder Information Security Program (CISP), Mastercard’s Site Data Protection Service (SDP), American Express’s Data Security Requirements (DSR), and Discover’s Information Security and Compliance Program (DISC) (collectively with the PCI Requirements, the “**Data Security Standards**”). As such, Customer shall comply with the Data Security Standards during the term of this Supplemental Schedule and thereafter for so long as Customer continues to have access to, store, or process cardholder data or sensitive authentication data (as defined in the PCI Requirements). Customer is subject to periodic and ongoing validation of its compliance with the Data Security Standards (including by audit) by Nextech, Stripe, and/or the Payment Method Providers. In the event of unauthorized access to any Transaction Data, cardholder data, or sensitive authentication data, Customer shall immediately notify Nextech of such data security incident and cooperate with Nextech, Stripe, and the Payment Method Providers with respect to all investigations (including forensic investigations) of such data security incident at Customer’s expense (and Customer may be required to engage a forensic auditor to conduct its own forensic investigation of the data security incident).
12. Compliance with Payment Method Rules.
 - a. Each of Customer and Nextech agree to comply with all Payment Method Rules applicable to it and its activities and applicable Laws.
 - b. Nextech may provide assistance or share experience with Customer to reduce the risk of non-compliance by Customer. This will not in any way reduce Customer’s ultimate responsibility for its own compliance.
 - c. Where Nextech becomes aware of and/or receives any notice of an actual or potential fine or other corrective action from a Payment Method Provider related Customer’s behavior, Customer will provide all reasonable cooperation to help investigate the relevant circumstances and remedy the relevant violation, and no such cooperation by Customer will limit any other rights and remedies of Nextech.
13. Financial Information about Customer. Unless Customer is a publicly-traded company current in its required filings with the applicable Governmental Authority, Nextech may, from time to time, request that Customer furnish to Nextech: (a) complete audited financial statements (or such other financial statements as Nextech may agree to accept) of Customer from the most recently completed fiscal year and otherwise from the fiscal year immediately prior, (b) its most recently

prepared interim financial statements prepared within the preceding six (6) months, and (c) any other documentation reasonably requested by Nextech. Customer will comply with any such request within five (5) business days of receipt.

14. Audit Rights. With prior notice and during Customer's normal business hours, Nextech's duly authorized representatives may visit Customer's business premises and may examine Customer's books and records that pertain to Customer's Transactions or Customer's compliance with this Supplemental Schedule and Payment Method Rules. In addition, any Payment Method Provider may require, either itself or through Nextech or Stripe, the right to investigate, review, audit, or inspect Customer, including by inspecting the premises and auditing the books, records, and procedures of Customer to ensure that it is complying with the Payment Method Rules and applicable brand and security standards and procedures. Customer agrees that in such event it shall cooperate fully with such Payment Method Provider in connection with such investigation, inspection, audit or review, including, without limitation by providing access to Customer's premises and to all pertinent records and requested information.
15. Nature of Transactions. With each Transaction Customer submits for processing through the Payment Acceptance Services, Customer represents, warrants, and covenants to Nextech that: (a) the transaction represents a bona fide sale; (b) the Transaction Data accurately describes the goods and/or services sold and provided by Customer; and (c) Customer will fulfill all of its obligations to its customer and will resolve any dispute or complaint directly with its customer. As between Stripe and Nextech on the one hand, and Customer on the other hand, Customer is solely responsible for resolving any such dispute and for any resulting chargeback or reversal.
16. Right of Setoff. Without prejudice to any right to setoff which Nextech may be entitled to as a matter of law, Nextech may setoff any amounts owed or other liabilities of Customer to Nextech (including Customer Liabilities), now or at any time hereafter due with respect to this Supplemental Schedule or Customer's use of the Payment Acceptance Services, against (a) any amounts due from Nextech to Customer, whether under this Supplemental Schedule or otherwise, and (b) the Settlement Funds.
17. Additional Warranty Disclaimer. **Nextech does not warrant that the Payment Acceptance Services will be error free or continuously available. Nextech will not be responsible for losses, liabilities, or damages incurred as a result of the inability to process Transactions resulting from the unavailability of Stripe's systems or the Payment Acceptance Services, any malfunction of a Stripe Terminal, or any delay in processing. This disclaimer of warranties is in addition to, and not in limitation of, the disclaimer contained in the License Agreement.**
18. Indemnification.
 - a. Indemnifiable Claims. Customer will indemnify, defend, and hold harmless Nextech, its individual directors, officers, employees and agents, from and against any third party claims, liabilities, obligations, judgments, and causes of action and associated costs and expenses (including reasonable attorneys' fees) that Nextech actually incurs to the extent arising out of or consisting of: (i) Customer's breach of this Supplemental Schedule or applicable Law or Payment Method Rules, (ii) any Customer Liability, (iii) any failure of Customer to obtain from its customers the necessary authorizations for Nextech and Stripe to use data as described in Section 6, (iv) any failure of Customer to resolve

payment disputes directly with its customers, and (v) any unauthorized use or disclosure of Transaction Data or Transaction-related Data while such data was in the possession, or under the control, of such party (a “**Data Breach**”).

- b. No Limitation of License Agreement Indemnity. For avoidance of doubt, these indemnification obligations are in addition to, and not in limitation of, Customer’s indemnification obligations under the License Agreement.

19. Limitation of Liability:

- a. Consequential Damages Exclusion. Except as otherwise expressly provided in this Supplemental Schedule, in no event will any party or its affiliates, directors, officers, or employees be liable for any special, incidental, indirect, punitive, or consequential damages whatsoever in connection with the Payment Acceptance Services, including, without limitation, damages for loss of business profits, business interruption, loss of business information, third-party costs, practice staff time costs, loss of data or any other pecuniary loss, whether foreseeable or not foreseeable and whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability in tort, or otherwise, even if advised of the possibility of such damages. Notwithstanding the foregoing, this Section 19(a) does not apply to (or limit recoverable damages with respect to) Customer Liabilities.
- b. Damages for Data Breach. The following damages related to a Data Breach will be deemed direct damages: (i) the reasonable cost of credit monitoring services for persons or account holders whose data is impacted by a Data Breach and any other credit monitoring services required to be provided under law; (ii) the reasonable costs of notifications to persons or account holders whose data is impacted by the Data Breach and other notifications required by law; and (iii) any fines, penalties, or assessments imposed by the Payment Method Providers or a Governmental Authority resulting from a Data Breach.
- c. Liability Cap. Nextech’s total liability to Customer and its affiliates in connection with the Payment Acceptance Services or this Supplemental Schedule shall not exceed the aggregate amount of the Nextech Fees charged to Customer in the twelve months immediately preceding the event giving rise to liability, regardless of the form of the action (whether in negligence, tort, contract, or otherwise), and even if Nextech is advised of the possibility of such damages.

20. Term. Notwithstanding anything to the contrary in the License Agreement, this Supplemental Schedule becomes effective on the earlier of (a) signed acceptance by Nextech and (b) Customer’s first Transaction and terminates (except as provided in Section 22) on the earlier of (x) termination of the License Agreement and (y) the date that Customer notifies Nextech in writing of its termination of the Payment Acceptance Services.

21. Effect of Termination. Upon termination, Customer agrees to (a) complete all pending Transactions, (b) stop accepting new Transactions, and (c) immediately remove all Stripe and Payment Method Provider logos from Customer’s website (unless permitted under a separate license with the Payment Method Provider or Stripe, as applicable). Customer’s continued or

renewed use of the Payment Acceptance Services after all pending Transactions have been processed serves to renew Customer's consent to the terms of this Supplemental Schedule (provided that neither Nextech nor Stripe shall not be required to accept any Transactions from Customer after termination of this Supplemental Schedule). In addition, upon termination Merchant understands and agrees that (i) Nextech reserves the right (but has no obligation) to delete all of Customer's information and account data (including Transaction Data) stored on Nextech's servers; (ii) Nextech may continue to act as Customer's agent under Section 4 and instruct Stripe as to payment of settlement funds under Section 9 until Customer's Transactions have settled, all associated chargeback rights have expired, and all Customer Liabilities have been satisfied; and (iii) Customer remains liable for Nextech Fees and Customer Liabilities, and all costs and expenses, including attorneys' fees and other legal expenses, Nextech incurs in attempting to collect such amounts, even if they are charged or imposed after termination. Nextech may continue to collect all such amounts in accordance with Sections 8, 9, and 16 above.

22. Survival. Sections 1, 6, 18, 19, and 25 of this Supplemental Schedule shall survive termination of this Supplemental Schedule or the License Agreement for any reason.
23. Amendments. Nextech may amend this Supplemental Schedule from time to time to reflect changes in Payment Method Rules or for other reasons. Nextech will notify Customer of any changes to this Supplemental Schedule, other than changes to Nextech Fees, by posting an updated version on its website.
24. Authority. Each Party represents that it is duly organized, validly existing, and in good standing under the laws of the state of its organization. Each Party represents that it has the full power and authority to execute and deliver this Supplemental Schedule and to perform all its obligations hereunder and that the provisions of this Supplemental Schedule and the performance by the Party of its obligations hereunder are not in conflict with its organizational documents or any other agreement to which it is a party or by which it is bound. Each Party represents that the persons executing this Supplemental Schedule on behalf of each Party is duly authorized to act for and on its behalf, including with respect to binding the Party with respect to any and all obligations within this Supplemental Schedule.
25. Underwriting and Truth of Information:
 - a. Customer acknowledges that its use of the Payment Acceptance Services is subject to completion of underwriting procedures specified by Nextech and Stripe, including, but not limited to, the completion of a merchant application by Customer ("**Merchant Application**"). Customer acknowledges that among other things, the Merchant Application may include information regarding the beneficial ownership of Customer. Customer expressly authorizes Nextech to share any such underwriting information to Stripe for its review as deemed necessary by Nextech in connection with the Payment Acceptance Services. In the event that any underwriting information previously provided by Customer changes, Customer shall inform Nextech of such changes within 30 business days of such change and shall cooperate with Nextech and Stripe with respect to any further diligence they may require in connection therewith.
 - b. All information provided by Customer, including, but not limited to, any underwriting information, shall be true and accurate to the best of the Customer's knowledge.

Customer will indemnify and hold harmless Nextech and Stripe for any liability or damages incurred by Nextech or Stripe for any (a) negligent distribution of inaccurate or incomplete information by Customer, or (b) any inaccurate information that puts Nextech or Stripe at financial or legal risk.

The Customer has read this Supplemental Schedule, understands it and agrees to be bound by it.