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You understand that use of the Licensed Application will require a data network connection. You are solely responsible for acquiring the devices, communication lines and connection to a data network required for operating the Licensed Application and any costs associated therewith, including without limitation, data plans, carrier fees or usage costs.

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You are responsible for compliance with the Payment Card Industry Data Security Standards (“PCI-DSS”), if applicable, in connection with your use of the Licensed Application. Licensor shall not be liable for, and you shall indemnify Licensor for, any fines or other liability incurred as a result of your non-compliance with PCI-DSS in connection with your use of the Licensed Application.

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You represent and warrant to Licensor that: (i) your legal address is, and will be during the term of this Agreement, in the United States; and (ii) you are not on any prohibited persons or entities lists maintained by the United States Office of Foreign Assets Control.

The Licensed Application may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Licensed Application to, or make the Licensed Application accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Licensed Application available outside the U.S., if such export, re-export or release is approved by the Licensor.

Contact Information

The contact information of Licensor which you can use for any question and/or communication relating to the Licensed Application is: Priority Technology Holdings, Inc., 2001 Westside Parkway, Suite 155, Alpharetta, Georgia 30004.

Data Ownership; License for Data

In addition to the Licensed Application, Licensor retains all ownership and intellectual property rights to all programs, services, documents, and materials developed and delivered by Licensor under this Agreement. You retain all ownership and intellectual property rights in and to your data that you or your affiliates, customers, merchants, employees, officers, directors, agents, or contractors submit through the Licensed Application (collectively, “Data”). You hereby grant Licensor a royalty free, worldwide, perpetual right and license to use the Data in the performance of the services provided by Licensor in connection with the Licensed Application and to aggregate, compile, share, use, sell, resell, license, sublicense, distribute and/or publish the Data, internally or externally, for Licensor’s or its affiliates’ own benefit or the benefit of third parties, provided that any such use of the Data by Licensor shall be performed in such a manner as to remove any personally identifiable information from the Data and that such external use or publication shall be consistent with the Privacy Policy set forth below, the PCI-DSS, and other applicable laws. Such use of the Data by Licensor may include, but not be limited to, the following circumstances: to aggregate data to show trends about the general use of Licensor’s services, conduct general market analysis, and compile statistics and publish reports.

Other Agreements

You acknowledge that this Agreement applies only to your use of the Licensed Application and does not replace any other agreements or terms and conditions that may be applicable to the services that you access through the use of the Licensed Application. It is your sole responsibility to comply with all other terms and conditions that may be applicable to such services.

General

This Agreement shall be governed by and construed in accordance with the federal laws of the United States and the laws of the State of Georgia. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods, as amended, shall not apply. Any action relating this Agreement shall be heard in the federal and state courts in Fulton County, State of Georgia, and you hereby expressly submit to the personal jurisdiction and venue of such courts.

No waiver of this Agreement shall be binding unless it is in writing and signed by an authorized representative of Licensor. No written waiver of any provision of this Agreement shall be considered continuing or operate as a waiver of any other provision or subsequent breach of the same provision.

The failure of Licensor to enforce any provision of this Agreement shall not be construed as a waiver or limitation of Licensor’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Licensor will not be responsible for delays or failures in performance resulting from acts beyond its control. Such acts shall include, but not be limited to, acts of God, strikes, supplier delays, lockouts, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.

In the event that any of the terms of this Agreement is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

The Section headings in this Agreement are for identification purposes only and shall not affect the interpretation of this Agreement or any part hereof.

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