This Adra Service Agreement ("**Agreement**") is for use of Trintech's Adra Service by and between the Trintech entity described in **Section 10.2**, **Table 1** of this Agreement, (collectively "**Trintech**") and the corporation, LLC, partnership, sole proprietorship, or other business entity executing an Order referencing and incorporating this Agreement ("**Subscriber**"). This Agreement is effective as of the date Subscriber executes an Order for Services (the "**Effective Date**"). Trintech and Subscriber may herein be referred to as a "Party" individually, or collectively as the "Parties".

1. **DEFINITIONS.** The following capitalized terms will have the following meanings whenever used in this Agreement.
1.1. **"Agreement"** means, collectively, this Service Agreement and all Orders of Subscriber, and any other document referenced by URL or otherwise incorporated by reference herein.
1.2. **"Documentation"** means the user instructions, release notes, manuals and on-line help files as updated by Trintech from time to time, in the form generally made available by Trintech, regarding the use of the Services.
1.3. **"Governing Law"** means the governing law determined by **Section 10.2** herein.
1.4. **"Order"** means any document(s), including orders and change orders, executed by the Parties which incorporates by reference this Agreement and describes the Services ordered, license scope, use and restrictions, and fees and milestones.
1.5. **"Personal Data"** means any information that identifies an individual or household, including without limitation: name, address, telephone number, online identifier, social security number, drivers' license number, account number, location data or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
1.6. **"Special Data"** means a subset of Personal Data that can immediately or in combination with co-located identification data be used to:
(i) commit identification theft or fraud or
(ii) expose patient conditions or diagnoses,
including but not limited to government identification number, biometric data, genetic data, diagnoses, and medical conditions or treatment, social security numbers, drivers' license numbers, passport numbers, taxpayer IDs, financial account numbers or payment card numbers (and including any username, password, or PIN used to access any of the foregoing).
1.7. **"Service(s)"** means collectively Trintech's Adra service, as such service is updated from time to time on a "software-as-a-service" basis, other Trintech services, and any related professional services purchased by Subscriber, as provided in an Order.
1.8. **"Services Information"** means the webpage and collective governing documents, including this Agreement and all other Addendums and information hereto, found at https://www.trintech.com/terms-and-conditions/adra/ or such other location as Trintech may designate.
1.9. **"Subscriber Data"** means all information and data in electronic form input or otherwise submitted by Subscriber or its Users through use of the Services, including Personal Data.
1.10. **"User"** means those named employees, contractors, and third-party end users of Subscriber authorized to use the Services in accordance with this Agreement and as specified in the applicable Order.

2. **THE SERVICES.**
2.1. **Use of the Services.** Subscriber may access and use the Services pursuant to the terms of any active Order. Use of the Services is governed by this Agreement and the Services Information referenced herein and found at https://www.trintech.com/terms-and-conditions/adra/, including information regarding support of the Services, the Acceptable Use Policy Addendum, Service Level Addendum, Security Addendum, and the Data Protection Addendum, as applicable.
2.2. **Documentation**. Subscriber may reproduce and use the Documentation solely as necessary to support Users' use of the Services.
2.3. **License to Output Reports**. Trintech hereby grants to Subscriber a non-exclusive, non-assignable (except to a successor-in-interest), perpetual, non-revocable license to use the output reports produced by the Services that Subscriber initiates within the Services solely for internal business uses.
2.4. **Services Revisions.** Trintech may revise Services features and functions at any time, and reserves the right to discontinue, add, and substitute functionally equivalent features in the event of Service unavailability, end-of-life, or changes to Service requirements. Trintech will notify Subscriber of any material change to the Services and will not remove core functionality.

3. **FEES AND PAYMENT.**
3.1. **Service Fees**. All fees will be invoiced by, and directly payable to Trintech in accordance with the applicable Order. Except as otherwise expressly specified in the Order, all recurring fees payment obligations for Services start from the date of execution of the Order. Unless otherwise stated in the Order, all payments will be made not later than 30 days from the date of invoice.
3.2. **Suspension**; **Late Payments**. Unless prohibited by law, invoices may be subject to monthly interest charges on any outstanding balance, or the maximum permitted by Governing Law, whichever is less, plus all costs incurred for collection, including attorneys' fees, as provided in the Order. In addition to any other remedies in this Agreement, Trintech may suspend access to the Services upon providing 30 days' written notice to Subscriber if Subscriber is more than 90 days late in payment for all undisputed amounts. Trintech is not responsible for the retention and maintenance of Subscriber Data in the event Subscriber is more than 60 days late in payment.

3.3. **Taxes**. Amounts due under this Agreement and any Order hereto are payable to Trintech without deduction or setoff and are net of any tax, tariff, duty, or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, ad valorem, property, withholding, or value added tax withheld at the source. If Governing Law requires withholding or deduction of such taxes or duties, Subscriber will separately pay Trintech the withheld or deducted amount. Subscriber will not be responsible for any taxes based on Trintech's net income.

4. USING THE SUBSCRIPTION SERVICES.

4.1. **Subscriber Data**. Subscriber is solely responsible and liable for the legality, reliability, integrity, and accuracy of Subscriber Data and any obligation to obtain required consents or authorizations. Trintech does not provide financial, accounting, or legal advisement in the course of providing the Services.

4.2. **Subscriber Security Obligation**. Subscriber and any third party of Subscriber will not intentionally:
(i) breach or attempt to breach the security of the Services or any network, servers, data, computers or other hardware relating to or used in connection with the Services, or any third party that is hosting or interfacing with any part of the Services, including any penetration tests or vulnerability scans not authorized in advance by Trintech; or
(ii) use or distribute through the Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Services or the operations or assets of any other customer of Trintech or any third party.

4.3. **Use of Subscriber Data.** Without Subscriber's prior written consent, Trintech: (a) will not access, process, or otherwise use Subscriber Data other than as necessary to provide the Services; and (b) will not intentionally grant any third party access to Subscriber Data except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Trintech may disclose Subscriber Data as required by applicable law or by proper legal or governmental authority. Trintech will give Subscriber prompt notice of any such legal or governmental demand and reasonably cooperate with Subscriber in any effort to seek a protective order or otherwise to contest such required disclosure, at Subscriber's expense.

4.4. **Acceptable Use Policy**. Subscriber will follow the Acceptable Use Policy Addendum (**"AUP"**) located at the Services Information page found at https://www.trintech.com/terms-and-conditions/adra/.

4.5. **No Liability for Subscriber's Procedures**. Trintech makes no attempt to determine or advise as to whether Subscriber's procedures comply with any statutory or regulatory requirements. Subscriber expressly waives all claims and holds Trintech harmless for the implementation of Subscriber's procedures.

4.6. **Compliance with Laws.** Each Party will abide by all applicable local, state, national and foreign laws, treaties and regulations.

5. LIMITED RIGHTS AND OWNERSHIP.

5.1. **Limited Rights**. Trintech reserves all rights, title and interest in and to the Services and any modifications, enhancements, suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Subscriber or any other party related to the Service, including all related intellectual property rights. No rights are granted to Subscriber hereunder other than as expressly set forth herein. The rights of Subscriber to use the Services are limited to fulfilling Subscriber's own internal business needs and shall terminate automatically upon the end of the Term. Subscriber exclusively owns all rights, title and interest in and to all Subscriber Data.

5.2. **Trintech Ownership.** Trintech retains all right, title, and interest in and to the Services and any Trintech proprietary information, including without limitation all software used to provide the Services and all graphics, user interfaces, logos, and trademarks reproduced through the Services. This Agreement does not grant Subscriber any intellectual property license or other rights in or to the Services, or any of its components, or other Trintech proprietary information.

5.3. **Subscriber Ownership.** Subscriber will at all times retain ownership of Subscriber Data.

5.4. **Usage Statistics**. Trintech may disclose, anonymized and de-identified aggregate customer performance statistics, provided that no individual or entity can be identified either directly or indirectly.

5.5. **Feedback**. Trintech will not treat as confidential any Feedback Subscriber or Users provide to Trintech (**"Feedback"** means any suggestion or idea for improving or otherwise modifying any of the Services). Trintech may use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Subscriber or the User in question. Feedback will not be considered Confidential Information under **Section 6, Confidentiality** below**.**

6. CONFIDENTIALITY.

6.1. **Definition**. "**Confidential Information**" is (i) written information received by the receiving party ("**Receiving Party**") from the disclosing party ("**Disclosing Party**") which is marked or identified as confidential and (ii) any information which a reasonable person under the circumstances would know the Disclosing Party intended to be treated as Confidential Information. Confidential Information includes, but is not limited to, technical information, information about product plans, strategies, promotions, customers, and related technical, financial, or business information, and any information of the Disclosing Party's third-party

contractors, licensors, or suppliers. The Trintech Services, Documentation, release notes, collateral materials, operating instructions, and any information related to system performance provided by Trintech will be considered Confidential Information of Trintech. All Subscriber Data will be considered Confidential Information of Subscriber.

6.2. **Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but in no event less than reasonable care) to protect the Confidential Information of the Disclosing Party. The Receiving Party will: (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its, and its affiliates', employees, consultants, contractors and agents who need such access for purposes consistent with permitted use of such Confidential Information under the Agreement and who have confidentiality obligations with the Receiving Party containing protections of the Disclosing Party's Confidential Information no less stringent than those provided herein. Neither Party will disclose the terms of this Agreement to any third party other than its affiliates and their legal counsel and accountants without the other Party's prior written consent. The Receiving Party will be liable to the same extent that it would have been had disclosed or used the Confidential Information itself for the actions of its affiliates and respective employees, consultants, contractors and agents in violation of this **Section 6**.

6.3. **Exceptions.** The confidentiality obligations herein will not extend to information that: (i) was already known by or available to the Receiving Party, or rightfully received without obligation of confidentiality prior to disclosure under this Agreement; (ii) is or becomes publicly known without breach by the Receiving Party; (iii) is independently developed or learned by the Receiving Party without use of the Disclosing Party's Confidential Information; (iv) is disclosed by the Receiving Party with the Disclosing Party's prior written approval, or (v) is required to be disclosed pursuant to a lawful order of a governmental authority, so long as the Receiving Party provides the Disclosing Party with timely prior notice of such requirement and provided that such information will remain confidential for all other purposes under this Agreement.

6.4. **Special Data**. In no event will Subscriber provide to Trintech any Special Data unless first anonymized, encrypted, or masked such that no specific individual can be identified. SUBSCRIBER IS SOLELY RESPONSIBLE FOR ANY COST OR EXPENSE ASSOCIATED WITH REMOVAL OF SPECIAL DATA FROM THE SERVICES OR WITH ANY SECURITY INCIDENT INVOLVING ANY SPECIAL DATA. NOTWITHSTANDING ANYTHING TO THE CONTRARY, TRINTECH WILL HAVE NO LIABILITY TO SUBSCRIBER OR ANY OTHER THIRD PARTY FOR ANY COST, LOSS, LIABILITY, DAMAGE OR EXPENSE CAUSED BY, ARISING FROM, OR RELATING TO SUBSCRIBER'S FAILURE TO COMPLY WITH THIS **SECTION 6.4**

6.5. **Period of Obligation**. The Receiving Party's obligation of confidentiality will be for a period of five (5) years after the date of disclosure or the termination of this Agreement, whichever is longer, provided, however, that the Receiving Party's obligation of confidentiality with respect to trade secrets of the Disclosing Party will continue indefinitely.

6.6. **Remedies**. Each Party acknowledges that a Disclosing Party will suffer irreparable damage in the event of any material breach of the provisions of this **Section 6**. Accordingly, a Disclosing Party will be entitled to injunctive relief, as well as any other applicable remedies at law or in equity, against the Party who has breached or threatened to breach this **Section 6**.

6.7. **Ownership**. Each Party will retain ownership of its Confidential Information.

6.8. **Return**. Upon the termination of this Agreement or upon the written request of the Disclosing Party, the Receiving Party will destroy or return to the Disclosing Party all originals or copies of Confidential Information of the Disclosing Party and all derivatives thereof and, in the case of destruction, certify such destruction in writing.

6.9. **Certain Personal Data**. In the event that the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament ("**GDPR**") or other applicable privacy laws applicable to the processing of Subscriber's authorized Users' Personal Data hereunder, then the Data Protection Addendum found at the Services Information page at https://www.trintech.com/terms-and-conditions/adra/ will apply to Subscriber's use of the Services.

7. WARRANTIES, WARRANTY DISCLAIMERS, AND INDEMNITIES.

7.1. **General Warranty**. Each Party hereby represents and warrants to the other Party that: (i) such Party will comply in all material respects with applicable laws; (ii) such Party will use commercially reasonable virus detection software and procedures to minimize the risk of transmitting any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or information; (iii) such Party has the right, power and authority to enter into this Agreement and to fully perform all its obligations hereunder; and (iv) the making of this Agreement does not violate any agreement existing between any third party.

7.2. **Disclaimer**. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TRINTECH MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, WITH RESPECT TO THE SERVICES OR ANYTHING ELSE, AND TRINTECH HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INTEROPERABILITY, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITHOUT LIMITING THE FOREGOING, TRINTECH DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. TRINTECH DOES NOT WARRANT THAT THE SERVICES PROVIDED HEREUNDER WILL BE COMPATIBLE WITH FUTURE PRODUCTS OF TRINTECH OR FUTURE VERSIONS OF THIRD-PARTY PRODUCTS OR SERVICES.

Posted/Revised: June 2024

7.3.   **Trintech Indemnity**. Trintech will defend or settle any third-party claim against Subscriber arising out of or resulting from (i) the gross negligence or willful misconduct of Trintech; or (ii) allegations that the Services infringe a United States of America, United Kingdom, Switzerland, Australia, Canada, European Economic Area country or European Union member state patent, a copyright in a country that is a signatory to the Berne Convention, or a trademark, or misappropriates a trade secret, Trintech will pay Trintech-negotiated settlement amounts, court-awarded damages, and fines and penalties imposed by any governmental authority. For a claim of Intellectual Property infringement as provided under Section 7.3 (ii) above Subscriber must: (a) promptly notify Trintech of the claim in writing; (b) cooperate fully with Trintech in the defense of the claim; and (c) grants Trintech sole control of the defense and settlement of the claim.   If an infringement claim appears likely, then Trintech may (1) modify the Trintech Software; (2) procure any necessary license; or (3) replace the Services with software that is at least functionally equivalent. If Trintech determines that none of these alternatives is reasonably available, then Trintech will provide Subscriber with a refund equal to the Services fees prepaid by Subscriber. Notwithstanding the foregoing, Trintech has no obligation for any claim of infringement arising from: (A) Trintech's compliance with designs, specifications, instructions or technical information of Subscriber or a third party on behalf of Subscriber; (B) modifications made by Subscriber or a third party on behalf of Subscriber; (C) Subscriber's non-compliance with the Documentation; or (D) Subscriber's use of the Services with products or services that are not supplied by Trintech or referenced in the Documentation.

7.4.   **Subscriber Indemnity**.   Subscriber will defend or settle any third-party claim against Trintech arising out of or resulting from (i) Subscriber's misuse of the Services in violation of the Agreement; (ii) the gross negligence or willful misconduct of Subscriber; or (iii) any breach, loss, misuse, or unauthorized processing of Special Data provided by Subscriber, provided that Trintech (a) promptly notifies Subscriber of the claim in writing; and (b) cooperates with Subscriber in the defense of the claim. Subscriber will pay Subscriber-negotiated settlement amounts, court-awarded damages, fines and penalties imposed by any governmental authority, and any costs of complying with any consumer notification, credit monitoring, privacy audit, remediation, or similar obligation under any data protection or privacy law, subject to **Section 6.4** herein.

7.5.   **Indemnification Procedure**. Neither Party, absent the written consent of the indemnified Party (which will not be unreasonably withheld), will consent to the entry of any judgment or the imposition of any fine or penalty or enter into any settlement that: (A) provides for admission of liability on the part of the indemnified Party, or any relief against the indemnified Party other than the payment of monetary damages for which the indemnifying Party will be solely liable; or (B) does not release the indemnified Party from all liability in respect thereof.

8. LIMITATION OF LIABILITY.

8.1.   **Limitation of Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY GOVERNING LAW, EITHER PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNTS ACTUALLY PAID OR PAYABLE BY SUBSCRIBER IN THE ONE YEAR PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY AROSE OR USD $20,000, WHICHEVER IS GREATER.**

8.2.   **Disclaimer of Consequential Damages. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DOWNTIME COSTS, LOST BUSINESS, REVENUES OR PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, ADDITIONAL LICENSE FEES DUE TO SUBSCRIBER'S USE OF THE SERVICES WITH THIRD-PARTY SOFTWARE, LOSS OF OR DAMAGE TO DATA, OR SOFTWARE RESTORATION), WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SERVICES, INCLUDING ACCESS TO THE SERVICES, MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS OUTSIDE THE CONTROL OF TRINTECH BUT INHERENT IN THE USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS AND REMOTE COMPUTING SERVICES. TRINTECH IS NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM DELAYS, DELIVERY FAILURES OR OTHER SIMILAR PROBLEMS OUTSIDE OF TRINTECH'S REASONABLE CONTROL.**

8.3.   **Failure of Essential Purpose, Etc. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE AND WHETHER THE CLAIM IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, PRODUCT LIABILITY, OR OTHERWISE.**

9. TERM & TERMINATION.

9.1.   **Agreement Term**. The term of this Agreement (the "**Term**") will commence upon the execution of an Order between the Parties and will continue until the expiration or termination of all such Orders. Notwithstanding anything to the contrary, the terms and conditions of this Agreement will remain in effect during the Term of any Order.

9.2.   **Termination for Cause**. If either Party defaults in the performance of any of its obligations hereunder, such defaulting Party will use its reasonable efforts to correct such default within 30 days after written notice from the other Party (provided however that payment defaults will have a 10 day cure period). If any such default is not corrected within such cure period, then the non-defaulting

Party will have the right, in addition to any other remedies it may have, to terminate any Order and this Agreement by giving written notice to the Party in default.

9.3. **Termination for Insolvency**. If either Party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned for the benefit of creditors, the other Party may terminate this Agreement without notice and may cancel any remaining obligations.

9.4. **Effects of Termination**. Except as expressly set forth in this **Section 9**, all rights granted to Subscriber hereunder will immediately terminate upon termination or expiration of any Order. Unless otherwise agreed to between the Parties, Trintech will provide a copy of Subscriber's Data in an electronically readable format within 30 days of termination provided that Subscriber has paid all fees due. Trintech will have no obligation to keep the Subscriber Data thereafter.

9.5. **Survival.** Notwithstanding any other provision of this Agreement, **Sections 1.0, Definitions**, **3.0, Fees and Payments**, 5**.0, Limited Rights and Ownership**, **6.0, Confidentiality**, **7.0, Warranties, Warranty Disclaimers, and Indemnities**, **8.0, Limitation of Liability**, **9.0, Term & Termination**, and **10.0, Miscellaneous** and all rights and obligations thereunder, will survive the termination of this Agreement.

10. MISCELLANEOUS.

10.1. **Independent Contractors**. The Parties are independent contractors. Nothing contained in this Agreement will constitute either Party acting as the agent of the other Party or constitute the Parties as partners or joint venturers.

10.2. **Notices; Governing Law.** The Parties agree that notices sent to Trintech, and the Governing Law applicable to this Agreement, are determined in the table found below. Trintech may send notices pursuant to this Agreement to Subscriber provided on the most recent active Order or otherwise provided to Trintech, and such notices will be deemed received 24 hours after they are sent.

If Subscriber is using Adra Services in:	Subscriber is contracting with:	Subscriber must send Notices to:	Governing Law:	Jurisdiction (Exclusive):
The United States; Canada; Mexico; Central America; South America; or the Caribbean	Trintech Inc., a California corporation	Trintech Inc. Attn: Legal 5600 Granite Pkwy Ste 10000 Plano, TX 75204 Legal@trintech.com	Texas, USA	Dallas, Texas, USA
The United Kingdom	Trintech UK Ltd., a UK private limited company	Trintech Inc. Attn: Legal 5600 Granite Pkwy Ste 10000 Plano, TX 75204 Legal@trintech.com	England and Wales	England and Wales
Norway	Trintech AS, a Norwegian Aksjeselskap	Trintech Inc. Attn: Legal 5600 Granite Pkwy Ste 10000 Plano, TX 75204 Legal@trintech.com	Norway	Norway
Sweden	Trintech AB, a Swedish Aktiebolag	Trintech Inc. Attn: Legal 5600 Granite Pkwy Ste 10000 Plano, TX 75204 Legal@trintech.com	Sweden	Sweden
Denmark	Trintech ApS, a Danish Anpartsselskab	Trintech Inc. Attn: Legal 5600 Granite Pkwy Ste 10000 Plano, TX 75204 Legal@trintech.com	Denmark	Denmark
Australia and New	Trintech Australia Pty Ltd., an Australian private	Trintech Inc. Attn: Legal 5600 Granite Pkwy Ste 10000	Australia	New South Wales,

Zealand	company	Plano, TX 75204 Legal@trintech.com		Australia
Japan	Trintech Australia Pty Ltd., an Australian private company	Trintech Inc. Attn: Legal 5600 Granite Pkwy Ste 10000 Plano, TX 75204 Legal@trintech.com	Australia	New South Wales, Australia
Any other country	Trintech Inc., a California corporation	Trintech Inc. Attn: Legal 5600 Granite Pkwy Ste 10000 Plano, TX 75204 Legal@trintech.com	Texas, USA	Dallas, Texas, USA

Each Party waives any objections to the jurisdiction and venue of such courts; provided, however, an action for injunctive relief may be filed in a jurisdiction where the actions or Party to be enjoined are located. The Parties hereby exclude the application hereto of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.

10.3. **Force Majeure**. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, pandemics, or other causes beyond the performing Party's reasonable control.

10.4. **Assignment & Successors**. Except where the assignment is to a successor in interest, neither Party may assign this Agreement or any Order hereto without the prior written consent of the other Party, which will not be unreasonably withheld. Any attempted assignment without the consent of the other Party will be considered void.

10.5. **Severability**. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by Governing Law, and the remaining provisions of this Agreement will continue in full force and effect.

10.6. **No Waiver**. The failure of either Party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other Party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either Party to enforce each and every such provision thereafter. The express waiver by either Party of any provision, condition or requirement of this Agreement will not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

10.7. **Conflicts**. In the event of any conflict or inconsistencies between this Agreement, the Services Information, or any Order, or other document, this Agreement will govern unless and to the extent expressly noted in the Services Information or any Order.

10.8. **No Third-Party Beneficiaries**. This Agreement is for the benefit of the Parties and their successors and permitted assigns and does not confer any rights or benefits on any third party.

10.9. **Entire Agreement**. This Agreement including Orders and the Services Information found at https://www.trintech.com/terms-and-conditions/adra/ constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous versions and contemporaneous agreements and understandings, whether oral or written, between the Parties.

END OF DOCUMENT