MASTER SERVICES AGREEMENT

The Master Services Agreement (this "Agreement") contains the terms and conditions that govern access to and use of IXOPAY's Platform and Services ("Services") and is an agreement between the applicable IXOPAY Contracting Party specified in the Appendix - Definitions (also referred to as "IXOPAY") and you or the entity you represent ("Customer"). The Agreement consists of the following terms (which apply to all Services), terms that apply to Customer's use of specific Services (referred to as "Service Specific Terms"), and other terms and documents incorporated into the Agreement.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, ACCESS, OR USE THE SERVICES.

BY ACCESSING OR USING THE SERVICES OR EXECUTING AN AGREEMENT (INCLUDING AN ORDER FORM), YOU

(I) REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND THE CUSTOMER, AND
(II) AGREE THAT THE CUSTOMER IS LEGALLY BOUND BY AND WILL COMPLY WITH THIS AGREEMENT.

UNLESS OTHERWISE AGREED IN WRITING BY IXOPAY, THESE TERMS APPLY TO ALL SERVICES.

This Agreement was last updated on October 1, 2026. It is effective between Customer and IXOPAY as of the date Customer first accepts it, accesses, or uses any of the Services, or executes an Agreement, whichever occurs first ("Effective Date").

1. Definitions. This Agreement incorporates and applies the definitions in Appendix 1 - Definitions.

2. Services.

2.1. Right to Access and Use.

(a) Upon payment of the applicable fees and subject to the terms of this Agreement, IXOPAY hereby grants the Customer a worldwide, non-exclusive right to access and use the Services during the Subscription Term. The Customer may use the Services in accordance with the Documentation, solely for its internal business purposes, and in the quantities specified in the Agreement (including any applicable Order Form). This license is personal to the Customer and may not be sublicensed or transferred.

(b) In addition to, and subject to, the foregoing, IXOPAY grants Customer a non-exclusive, non-transferable, non-further-sublicensable right to grant sublicenses to the rights under this Agreement, exclusively to Customer's own organizational units (branches, permanent establishments, sales offices, or similar) and Affiliates, co-extensive with Customer's own rights and only for so long as such unit or Affiliate retains that status, and only where Customer has a written agreement with the sublicensee imposing confidentiality, IP, and use obligations no less protective of IXOPAY than this Agreement. Customer shall not sublicense, and shall ensure no sublicensee is granted rights, for the benefit of any direct or indirect competitor of IXOPAY or its Affiliates; any sublicense held by an entity that later becomes such a competitor terminates automatically and immediately. Authorized Users of a sublicensee may access only the Documentation and the permitted use of the Software, and never source code, specifications, or other underlying technical materials, absent IXOPAY's separate written authorization. Customer remains fully liable to IXOPAY for each sublicensee's and its Authorized Users' acts and omissions as if its own and shall provide IXOPAY a current sublicensee list on request. Any further licensing requires IXOPAY's prior express written consent.

2.2. Support and Platform Availability. IXOPAY shall provide industry-standard support and use commercially reasonable efforts to make the Services available 24/7, in accordance with the IXOPAY Customer Experience and Support Policy (found here https://www.ixopay.com/legal/ixopay-terms). This commitment excludes planned maintenance windows and Force Majeure events. IXOPAY will deliver its Services in compliance with the general laws and government regulations applicable to IXOPAY as a technology provider, and subject to the Customer's use of the Services in accordance with this Agreement and applicable Documentation. IXOPAY will make commercially reasonable efforts to notify Customer in advance of planned maintenance expected to affect the availability of the Services and to schedule such maintenance during off-peak hours.

2.3. Service Functionality. The Customer's subscription is based on the Services as they currently exist. The purchase is not contingent upon the delivery of any future features, functionality, or public product roadmaps. While IXOPAY frequently discusses potential future enhancements, such informal comments do not constitute a binding promise. Any obligation to build or deliver specific future features requires a separate, mutually executed written agreement.

2.4. Nature of Services. The Customer acknowledges that IXOPAY serves exclusively as a technical service provider. IXOPAY does not provide payment acquisition, settlement services, or financial regulatory oversight, nor does it monitor or control the specific goods, services, or content involved in transactions between Merchants and End Users. All transaction fulfillment, compliance, and merchant-user relationships remain the sole responsibility of the respective parties.

2.5. Third-Party Network and Provider Dependencies. The Services operate as an orchestration layer that connects Customer to a broader network of third-party institutions, including Payment Service Providers, acquiring and regional settlement banks, and the global card networks (such as Visa, Mastercard, American Express, and Discover). Because these third parties operate outside of IXOPAY's platform and control, IXOPAY is not responsible for, and this Agreement does not cover, system failures, performance degradation, processing lag, data breaches, or settlement delays that originate directly from them. This Section 2.5 does not affect IXOPAY's responsibility for issues that originate within IXOPAY's own Platform.

2.6. Service Enhancements. To maintain industry standards, peak performance, and robust security protocols, IXOPAY may modify, optimize, or update the Services from time to time. IXOPAY agrees that any such modifications will not materially reduce or degrade the core functionality of the Services delivered to the Customer.

2.7. Deprecation of Interfaces. IXOPAY may discontinue support for an inbound interface (such as a superseded API version) that a newer version has replaced, provided IXOPAY gives Customer at least six (6) months' prior written notice. IXOPAY may deactivate the replaced interface at its discretion after an additional six (6) month period (a total transition period of twelve (12) months). IXOPAY does not warrant the replaced version of any such interface following the notice described in this Section.

2.8. Use of Subcontractors. To ensure the highest levels of security, performance, and reliability, IXOPAY may utilize trusted subcontractors and third-party service providers (such as secure cloud hosting providers) to help deliver the Services. IXOPAY remains responsible for its obligations under this Agreement notwithstanding its use of such subcontractors and will ensure that any subcontractor with access to Customer Data is bound by confidentiality and security obligations that are no less protective than those in this Agreement. IXOPAY's use of subcontractors does not include and does not extend IXOPAY's responsibility to third-party Payment Service Providers, acquiring banks, or card networks, whose performance is addressed in Sections 2.4 (Nature of Services) and 2.5 (Third-Party Network and Provider Dependencies).

2.9. Professional Services. IXOPAY may provide implementation, configuration, or other professional services as described in a mutually executed statement of work or Order Form. Unless otherwise specified in such document, professional services are provided on a time-and-materials basis at IXOPAY's then-current rates.

2.10. Beta Services. Beta Services are provided "as is," are excluded from the warranties in Section 11.2 and from any service level commitment, and may be modified or discontinued by IXOPAY at any time without notice or liability. IXOPAY's total liability arising from Beta Services will not exceed the fees paid for those Beta Services, if any.

3. Use of Services.

3.1. Subscription Terms. The Customer's right to use the Services is provided as a subscription for the term specified in the Agreement (including any applicable Order Form). The Customer may expand its subscription to add new Services or increase usage commitments at any time by executing a separate, mutually executed written agreement (generally an Order Form) that is incorporated into and governed by this Agreement.

3.2. Subscription Capacity and Limits. The Services may be subject to specific usage or license limits defined in the Agreement (including any applicable Order Form). If the Customer exceeds a limit, IXOPAY will cooperate with the Customer to resolve the overage by mutually executing a separate written agreement (generally just an Order Form), assessing overage fees, or adjusting usage to conform to the established limit. If the Customer remains unable or unwilling to comply with the agreed limits after these cooperative efforts, IXOPAY reserves the right to suspend or reduce the Services as required to bring the Customer's use into compliance.

3.3. Responsibility for Authorized Users. The Customer is responsible for all activities conducted under its account and will ensure that all Authorized Users comply with this Agreement. The Customer acknowledges that it is responsible for the acts and omissions occurring under its and its Authorized Users' logins to the Services, and that any non-compliance with this Agreement by an Authorized User will be treated as non-compliance by the Customer.

3.4. Permitted and Lawful Use. The Customer agrees to use the Services in compliance with this Agreement, the applicable Documentation, and applicable laws, regulations, and Rules. The Customer will take commercially reasonable steps to ensure that its authorized users do not use the Services for unlawful activities. The Customer may request specific custom configurations or features, which IXOPAY will implement subject to technical feasibility and mutual agreement.

3.5. Acceptable Use. Customer agrees not to use the Services for transactions, payments, or activities associated with (i) any illegal content, products, or services, (ii) content that incites hatred, encourages illegal acts, or promotes unlawful discrimination, or (iii) content that compromises child welfare or violates applicable public safety and decency standards.

3.6. Monitoring and Compliance. The Customer is responsible for ensuring that its use of the Services to process, monitor, and manage transaction data aligns with all applicable laws, regulations, and Rules. This includes maintaining appropriate internal risk controls and screening its transactions against applicable global sanctions, restrictive measures, or export control regulations as required by laws native to the Customer's business operations.

3.7. Scope of Accountability. The parties acknowledge that IXOPAY provides technology services and does not provide legal advice or compliance auditing. IXOPAY will implement and configure the Services in accordance with the parameters and instructions mutually agreed with the Customer. The Customer retains responsibility for ensuring its overall business activities and specific transaction data comply with applicable laws; IXOPAY's corresponding performance commitments are outlined in Section 11 (Representations, Warranties, and Disclaimer).

4. Customer Responsibilities

4.1. Integration Maintenance. Customer will use commercially reasonable efforts to maintain its integration with the Services in accordance with the provided Documentation. IXOPAY will not be held responsible for transaction failures to the extent directly caused by Customer’s misconfigurations or incomplete integrations, provided that such failures are not due to any errors, outages, or modifications within IXOPAY's own systems or platform.

4.2. Pre-Live Testing. Customer will perform commercially reasonable testing for its primary use cases before routing live transaction processing through the Services. This testing is recommended for initial onboarding and any subsequent major reconfigurations of integrations with Payment Service Providers. IXOPAY will provide a suitable test environment (sandbox) to facilitate this testing.

4.3. Maintenance Notifications. Customer will use commercially reasonable efforts to provide advance notice via the Customer Experience Portal for any scheduled material maintenance in its own environment that is reasonably expected to directly affect its connection to the Services. Such notice is intended to assist the parties in troubleshooting and isolating connectivity issues, provided that it will not automatically absolve IXOPAY of its uptime or service level obligations if an outage occurs due to factors within IXOPAY’s control.

4.4. Merchant Management. Customer will use commercially reasonable efforts to ensure that Merchants and End Users utilize the Services in compliance with applicable laws, Rules, and this Agreement, and do not adversely impact the platform's performance. Customer acknowledges and agrees that the final configuration of routing rules, risk management engines, and 3D Secure (3DS) features remains Customer's sole responsibility. IXOPAY makes no guarantees of 100% fraud prevention. IXOPAY shall have no liability for any customer chargebacks, merchant fraud fees, card network fines, or unauthorized electronic fund transfers. If Customer becomes aware of a material violation by a Merchant, Customer will work in good faith to investigate and cause the Merchant to cure the violation, up to and including suspending the Merchant if necessary. IXOPAY may temporarily restrict a Merchant's configuration if an active security or operational risk exists, provided IXOPAY gives Customer concurrent notice and a technical explanation. The parties will cooperate to resolve any Merchant-related disputes, and Customer's indemnification obligations with respect to Merchant conduct are as outlined in Section 12.4 (Indemnification by Customer).

4.5. System Requirements. The Customer is responsible for the setup, maintenance, and security of its own networks, telecommunication links, and hardware. The Customer will ensure that these systems meet the requirements necessary to securely connect to and use the Services.

4.6. Security of Customer Systems. Customer will be responsible for the security of its own systems and environment. Customer will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect its systems from unauthorized access. These safeguards will align with prevailing industry standards and typically include maintaining secure internal networks, keeping software up to date with critical patches, and using standard network security measures such as firewalls and anti-malware tools.

4.7. Account Security and Credentials. The Customer is responsible for managing its access credentials (including usernames, passwords, and API keys) and for activities occurring under its accounts, except to the extent such activities result from IXOPAY's gross negligence, willful misconduct, or breach of this Agreement. The Customer will maintain the confidentiality of these credentials and take commercially reasonable steps to ensure they are assigned to individual Authorized Users rather than shared among multiple personnel. The Customer will notify IXOPAY in writing, in reasonable detail, without undue delay (and in any event within 48 hours) after confirming any unauthorized access to or compromise of its credentials or systems that directly affects the Services.

4.8. Platform Protection and Testing. The Customer will not introduce or transmit any malicious software or viruses into the Services, nor intentionally disrupt, compromise, or interfere with the security, performance, or integrity of IXOPAY's software, products, or platform operations. To maintain platform stability, the Customer will not perform penetration tests, vulnerability scans, or load tests without coordinating with IXOPAY in advance. Any such testing must be scheduled and conducted in accordance with mutually agreed-upon parameters and rate limits to avoid operational disruptions.

4.9. Content and Sensitive Data Restrictions. Customer may use the Services for its lawful business purposes. To promote safe and responsible use, Customer agrees not to store, transmit, or otherwise use the Services for content that is unlawful, defamatory, or infringes a third party's intellectual property or privacy rights. Data subject to specialized regulatory frameworks, including HIPAA or PCI-DSS, may be used with the Services only where the Services are designed for such data, or IXOPAY has expressly agreed to support the applicable use case.

4.10. Emergency Suspension. If IXOPAY has objective evidence that Customer's systems pose an imminent threat to the security, integrity, or availability of the Services, IXOPAY's infrastructure, or other users' data, IXOPAY may temporarily suspend Customer's access to the affected portion of the Services. IXOPAY will provide Customer with concurrent notice (or, if prevented by the nature of the emergency, immediate subsequent notice) of the suspension, including a detailed technical explanation of the issue. IXOPAY will cooperate in good faith with Customer to resolve the underlying security concerns and restore access as soon as the threat is mitigated.

4.11. Adapter Usage and Specifications. Customer is responsible for reviewing the technical specifications at adapters.ixopay.com to ensure they meet Customer's specific operational needs. IXOPAY will use commercially reasonable efforts to ensure the accuracy of these resources and the continuous availability of its core Adapters. If an Adapter must be discontinued due to changes in technical, security, or third-party requirements, IXOPAY will provide Customer with prompt written notice (not less than thirty (30) days where the discontinuation is for reasons within IXOPAY's control, or as much notice as is reasonably practicable where the discontinuation is required by a change to, or the withdrawal of, a third party's interface or by a security or regulatory requirement) and will work in good faith to minimize any disruption to Customer's business. If discontinuation of an Adapter under this Section materially degrades the core functionality of the Services purchased by Customer, Customer will be entitled to a pro rata refund of prepaid, unused Fees for the affected portion of the Services.

5. Third-Party Products and Integrations.

5.1. Information Sharing and Adjustments. The parties will cooperate in good faith to share information regarding relevant legal, regulatory or Rule updates and third-party interface changes that may affect the performance of the Services. Customer will provide such updates to IXOPAY at least 4 weeks in advance, or as soon as reasonably practicable. If modifications to the Services are strictly required to maintain compatibility for Customer, IXOPAY will provide a detailed, binding statement of work and fee estimate. Customer shall incur no costs without its prior written authorization.

5.2. Scope and Authority. The Services may permit integration with specific third-party offerings, including applications, browsers, software, and services ("Third-Party Products"). The terms of use, licensing, and fees for any Third-Party Product are solely between Customer and the applicable third-party provider. Customer's use of Third-Party Products is at the Customer's own discretion. While IXOPAY does not warrant or support Third-Party Products themselves, IXOPAY will use commercially reasonable efforts to maintain standard integration pathways to them.

5.3. Data Flow. If Customer elects to use a Third-Party Product with the Services, Customer grants IXOPAY permission for the Third-Party Product and its provider to access Customer Data as required for the integration. IXOPAY remains responsible for the security and integrity of Customer Data while within IXOPAY's platform and during transmission to the third-party endpoint; however, IXOPAY is not responsible for any subsequent modification, deletion, or disclosure of Customer Data once it has been successfully transferred to the third-party provider's environment.

5.4. Discontinuation and Remedies. If the provider of a Third-Party Product ceases to make it available, or if IXOPAY must permanently disable an integration pathway due to changes in technical, security, or third-party requirements, IXOPAY will provide Customer with prompt written notice (at least 30 days, where practicable) and will work in good faith to minimize business disruption. If such a discontinuation materially degrades the core functionality of the Services purchased by Customer under this Agreement, Customer will be entitled to a pro rata refund of any prepaid, unused fees for the affected portion of the Services.

5.5. Compliance and Removal. If Customer receives notice that a Third-Party Product must be removed, modified, or disabled to avoid violating applicable laws, regulations, industry Rules, or third-party rights, Customer will promptly take such action. If Customer fails to act within a reasonable timeframe after receiving notice, or if an immediate security risk or legal violation occurs, IXOPAY may disable the specific integration pathway. Any such restriction will be narrowly tailored and limited solely to the offending Third-Party Product integration, without disrupting Customer's access to the core, unrelated features of the IXOPAY Services.

6. Proprietary Rights.

6.1. Reservation of Rights. Subject to the limited rights expressly granted in this Agreement, IXOPAY and its licensors reserve all rights, title, and interest in and to the Services (including all updates, customizations, and/or modifications), their trade and service marks, and Aggregated Data, including in each case all related intellectual property rights. No rights are granted to Customer other than as expressly stated in this Agreement.

6.2. Restrictions. The Customer shall not and shall ensure that its users do not (i) reverse engineer or attempt to derive the source code of the Services, except to the extent permitted by law, (ii) copy, modify, or create derivative works based on the Services, (iii) utilize the Services to design or build a competitive product or service, or (iv) disclose or publish, without IXOPAY's prior written consent, performance statistics or benchmark tests performed on the Services. Furthermore, Customer shall not resell, sublicense, or commercially host the Services, nor bypass any security measures or circumvent established contractual usage limits.

6.3. Customer Data. As between IXOPAY and Customer, Customer exclusively owns all rights, title, and interest in and to Customer Data. Customer grants IXOPAY a limited, personal, non-transferable, non-assignable (except as expressly permitted in this Agreement), worldwide, non-exclusive license to host, copy, use, transmit, and display Customer Data, as reasonably necessary for IXOPAY to ensure the proper operation of the Services and associated systems in accordance with this Agreement. Notwithstanding the foregoing, Customer agrees that IXOPAY has the right to (i) access and use Customer Data (a) to provide, maintain, and update the Services, and (b) to provide statistical insights and analysis related to the use of the Services, and (ii) aggregate and de-identify Customer Data to prepare reports, studies, analyses, and other work products, in each case as Aggregated Data and subject to the limitations of Aggregated Data, provided that, under no circumstances, will IXOPAY distribute or otherwise make available to any third party any data that is identifiable as Customer Data.

6.4. Feedback. Customer may, from time to time, provide suggestions, ideas, enhancement requests, or other feedback regarding the Services ("Feedback"). If Customer provides Feedback, Customer grants IXOPAY a non-exclusive, worldwide, perpetual, irrevocable, royalty-free license to use and incorporate such Feedback into its products and services. However, Feedback will not include any of Customer's Confidential Information, proprietary business data, or trademarks, and IXOPAY's use of Feedback will not identify Customer as the source. IXOPAY will have no obligation to use Feedback, and Customer provides all Feedback "as-is" without warranty.

7. Fees And Payment.

7.1. Fees. If Customer purchases directly from IXOPAY, Customer will pay all fees specified in the Agreement (including any applicable Order Form) (collectively, the "Fees"). Except as otherwise specified in the Agreement (including any applicable Order Form), (i) Fees are based on subscriptions to the Services purchased and not actual usage, (ii) except as expressly provided in Section 8.3 payment obligations are non-cancellable, and Fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Term. If Customer purchases through an IXOPAY-authorized reseller, all fees and other procurement and delivery terms will be between the Customer and the reseller, and IXOPAY shall have no liability for such terms.

7.2. Invoicing and Payment. Except as otherwise outlined in the relevant Order Form, payment of Fees shall be made in advance, either annually or in accordance with the billing frequency stated therein. Unless otherwise stated in the Order Form, invoiced Fees are due net 30 days from the date of Customer's receipt of a valid invoice. The Customer is

responsible for providing complete and accurate billing and contact information to IXOPAY. Each party will bear its own standard banking fees associated with payment processing.

7.3. Renewal. Unless otherwise set forth in the applicable Order Form, IXOPAY may increase pricing by up to five percent (5%) effective as of the commencement of each Renewal Term. Fees are fixed for the duration of the Initial Subscription Term. Should Customer reduce its subscription volume upon renewal, fees will be recalculated transparently based on IXOPAY's standard commercial rate structures.

7.4. Past Due Accounts. For any undisputed amount not paid by the due date, interest may accrue at the lesser of 1.5% per month or the maximum rate permitted by law. If Customer is more than thirty (30) days late on undisputed payments on two or more consecutive occasions, IXOPAY may, upon prior written notice, reasonably adjust future subscription payment terms for subsequent Order Forms to net 15 days. No penalties shall apply to fees withheld due to a good-faith billing discrepancy.

7.5. Alternative Payment Security. If any undisputed payment is more than sixty (60) days overdue, and Customer has failed to cure the non-payment after ten (10) business days' written notice, IXOPAY may request that Customer provide an alternative billing method for future subscription terms. Customer will promptly cooperate to provide either a valid corporate credit card for automated processing or an upfront deposit for the next applicable billing cycle, at Customer's reasonable discretion.

7.6. Payment Authorization. By providing a credit card or other automated payment details under this Agreement, Customer authorizes IXOPAY to charge the provided account for all undisputed fees incurred for the selected service plan as they become due. This authorization will remain in effect for the duration of the Subscription Term, provided that Customer may update its payment details or switch to an alternative authorized payment method at any time by providing written notice or updating its billing profile in the portal.

7.7. Payment Methods. Customer must maintain an active payment profile for ongoing service delivery. If Customer's payment method fails, IXOPAY may temporarily suspend the Services, but only after providing Customer with at least five (5) business days' prior written notice and an opportunity to remedy the failure. Any suspension under this Section must be lifted immediately upon Customer providing updated, valid payment details or alternative reasonable financial assurances.

7.8. Suspension for Non-Payment. If any undisputed Fees owed by Customer under this Agreement are more than 30 days overdue, IXOPAY may temporarily suspend Customer's access to the Services. However, IXOPAY must provide Customer with at least ten (10) business days' prior written notice of its intent to suspend before taking any action. IXOPAY will not suspend the Services for fees reasonably and in good faith disputed while the parties work to resolve the dispute. Access will be restored immediately upon payment in full of the overdue undisputed amounts.

7.9. Payment Disputes. IXOPAY will not exercise its rights under Section 7.8 (Suspension for Non-Payment) if Customer is disputing the applicable Fees reasonably and in good faith and is cooperating diligently to resolve the dispute. This suspension of remedies will remain in effect for the duration of the dispute resolution process if Customer continues to promptly pay all undisputed amounts due under the Agreement.

7.10. Taxes. Fees do not include any taxes, levies, duties, or similar governmental assessments, including sales, use, or value-added taxes (collectively, "Taxes"). Customer is responsible for paying Taxes associated with its purchases hereunder, excluding taxes based on IXOPAY's net income, property, and employees. If IXOPAY has a legal obligation to collect Taxes, it will itemize such Taxes on a timely invoice, and Customer will pay them unless Customer provides a valid tax exemption certificate before invoicing. If Customer is required by law to deduct or withhold any taxes from payments to IXOPAY, Customer will deduct those amounts and provide IXOPAY with official tax receipts, and the net payment to IXOPAY will constitute full payment of the invoice. For Customers of IXOPAY GmbH, all Services are supplied where the Customer is established. Tax liability is transferred to the Customer (Reverse Charge).

8. Term And Termination

8.1. Term of Agreement. This Agreement commences on the date Customer first accesses or uses the Services or executes the Agreement (including any applicable Order Form) and continues until all Subscription Terms have expired, or until the Agreement is otherwise terminated in accordance with its terms.

8.2. Renewal of Subscription Terms. Except as otherwise specified in the Agreement (including any applicable Order Form), each Subscription Term will automatically renew for additional periods equal to the expiring Subscription Term or

one-year (whichever is shorter), unless either party gives the other written notice of non-renewal at least sixty (60) days before the end of the expiring Subscription Term.

8.3. Termination for Cause.

(a) Either party may terminate this Agreement (including any applicable Order Form) for cause upon (i) thirty (30) days' written notice to the other party of a material breach if that breach remains uncured at the end of that period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors that is not dismissed within sixty (60) days, (iii) in accordance with Section 11.2 below. Termination or expiration will not extinguish obligations that, by their nature, survive, including confidentiality obligations and payment of undisputed fees accrued before the termination date.

(b) Upon any termination for cause by Customer, IXOPAY will refund to Customer any prepaid Fees covering the remainder of the then-current Subscription Term, effective as of the termination date. Upon any termination for cause by IXOPAY, Customer shall pay any unpaid Fees covering the remainder of the then-current Subscription Term. In no event shall any termination relieve Customer of the obligation to pay Fees due to IXOPAY for the period before the effective date of termination.

8.4. Surviving Provisions. Upon the expiration or termination of this Agreement for any reason, all rights and obligations of the Parties under this Agreement shall cease, except that any rights or obligations of the Parties which by their nature should survive termination or expiration shall survive. This includes, without limitation, the provisions concerning (i) Section 7 (Fees And Payment) with respect to any fees owed for services rendered before termination, (ii) Section 9 (Data, Use and Protection), (iii) Section 10 (Confidentiality), (iv) Section 6 (Proprietary Rights), (v) Section 11 (Disclaimers/Warranty), (vi) Section 12 (Indemnification), (vii) Section 13 (Limits on Liability), (viii) Section 14 (Governing Law and Dispute Resolution), and (ix) Section 15 (General).

9. Data, Use and Protection.

9.1. Security Safeguards. IXOPAY will maintain administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Customer Data, which are materially consistent with the safeguards described in the Documentation. IXOPAY may update those safeguards from time to time to reflect evolving industry practice, provided that no such update will materially diminish IXOPAY's overall security commitments during the Term. Those safeguards include measures designed to prevent unauthorized access to or disclosure of Customer Data by anyone other than Customer. IXOPAY maintains and will make available to Customer upon reasonable request evidence of its then-current ISO/IEC 27001 certification, SOC 2 Type II report, and PCI DSS Attestation of Compliance.

9.2. Data Processing Addendum; International Transfers. The terms of the data processing addendum available at www.ixopay.com/en/legal/dpa (or such other designated or replacement URL as IXOPAY may notify) (the “DPA”) are incorporated into this Agreement by reference. To the extent Personal Data (as defined in the DPA) originating from the European Economic Area, the United Kingdom, or Switzerland is processed by IXOPAY in connection with the Services, the Standard Contractual Clauses will apply as further described in the DPA. Customer is the data exporter, and Customer's acceptance of this Agreement (including any applicable Order Form) will be treated as Customer's execution of the Standard Contractual Clauses and their appendices. A Customer that requires a separately countersigned copy of the Standard Contractual Clauses may request one from IXOPAY, and the parties will execute it without amendment to its substantive terms.

9.3. Access Restrictions. Customer will not, and will ensure its Merchants, End Users, and other authorized users do not, access or attempt to access any data, accounts, or systems other than those Customer is authorized to access under this Agreement, whether directly, through automated means, or through any unauthorized third party.

9.4. Data Export and Deletion Upon Termination. Upon Customer's request made within sixty (60) days after the effective date of termination or expiration of this Agreement, IXOPAY will make Customer Data available for export or download in a commercially reasonable format then generally used by IXOPAY for that purpose. After those 60 days, IXOPAY will have no obligation to maintain or provide any of Customer Data and will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, including in backup systems within IXOPAY's standard backup-cycle period, unless retention is required by applicable law.

9.5. Migration Support. If Customer requires assistance beyond the self-service export described above, including migrating to another service provider or to Customer’s own infrastructure (“Migration Support”), IXOPAY may offer

such assistance at its discretion, subject to an advance fee estimate and charged at IXOPAY's then-current hourly rates. Customer must request Migration Support within sixty (60) days following termination, and any fee estimate provided by IXOPAY will expire if not accepted within fourteen (14) days of receipt. Migration Support is conditioned on (i) Customer's payment in full of all undisputed Fees due under this Agreement, and (ii) an upfront payment of 50% of the estimated Migration Support fees.

9.6. Interaction with Other Provisions. This Section 9 does not require the deletion of Aggregated Data, which IXOPAY may retain and use only as outlined in this Agreement. Any claim arising from a failure of the safeguards described in Section 9.1 that results in a Data Security Incident is governed exclusively by Section 13.3 and does not separately give rise to liability outside that framework.

9.7. Business Continuity. Each party will maintain a commercially reasonable disaster recovery and business continuity plan designed to minimize service disruption in the event of a significant system failure. Each party will test such plan at least annually and will make a summary of its disaster recovery capabilities available to the other party upon reasonable written request.

10. Confidentiality.

10.1. Obligations of the Receiving Party. The Receiving Party will (i) protect the Disclosing Party's Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in no event less than a reasonable degree of care, (ii) use Confidential Information solely to perform its obligations or exercise its rights under this Agreement, and (iii) not disclose Confidential Information to any third party except as permitted under Section 10.2.

10.2. Permitted Disclosures. A Receiving Party may disclose Confidential Information to its employees, affiliates, contractors, subprocessors, and professional advisors who have a need to know such information for purposes of this Agreement and who are bound by confidentiality obligations at least as protective as those in this Section. IXOPAY may disclose Customer's Confidential Information to third-party Payment Service Providers, acquiring banks, card networks, and other downstream providers solely to the extent necessary to provide the Services, provided that such third parties are subject to confidentiality obligations customary in the payments industry.

10.3. Compelled Disclosure. A Receiving Party may disclose Confidential Information to the extent required by law, regulation, or a valid order of a court or governmental authority, provided that, where legally permitted, it gives the Disclosing Party reasonable advance notice so the Disclosing Party may seek a protective order, and discloses only the portion of Confidential Information legally required.

10.4. Confidentiality of Agreement Terms. Neither party will disclose the existence, terms, or pricing of this Agreement to any third party without the other party's prior written consent, except to its professional advisors, in connection with a due diligence process for a bona fide financing, acquisition, or similar transaction, or as required by law or applicable securities or stock-exchange disclosure obligations.

10.5. Aggregated and De-Identified Data. IXOPAY may collect, use, and disclose Aggregated Data to develop and improve Services, refine fraud-detection and risk-scoring models, benchmark, and produce industry reports and analytics. IXOPAY's rights to Aggregated Data survive termination of this Agreement to the extent used for these purposes.

10.6. Interaction with Data Security Provisions. For the avoidance of doubt, any claim arising from the unauthorized access to, or disclosure of, Customer Data because of a Data Security Incident will be governed exclusively by Section 13.3, and will not separately constitute, or be treated as, a breach of this Section 10 for purposes of any carve-out from the general limitation of liability in Section 13.2.

10.7. Return or Destruction. Upon termination or expiration of this Agreement, or upon the Disclosing Party's written request, the Receiving Party will return or destroy all Confidential Information in its possession, except that the Receiving Party may retain (i) copies stored in routine backup or archival systems, subject to the confidentiality obligations of this Section 10 for as long as retained, and (ii) copies required to be retained by applicable law, regulation, or its bona fide document-retention policy.

10.8. Duration; Remedies. The obligations of this Section shall survive for five (5) years after termination or expiration of this Agreement, except that obligations with respect to any Confidential Information that constitutes a trade secret under applicable law survive for as long as the information remains a trade secret. Each party acknowledges that unauthorized disclosure of Confidential Information may cause irreparable harm for which monetary damages are inadequate, and that the Disclosing Party is entitled to seek injunctive relief in addition to any other available remedies.

10.9. Use of Generative AI Tools

(a) Neither party (the "Recipient") will submit, upload, or otherwise input the other party's Confidential Information into any generative artificial intelligence tool, system, or service ("AI Tool") unless that AI Tool (i) contractually prohibits the AI Tool provider and any third party from accessing the submitted data other than as necessary to provide the service, (ii) contractually and technically excludes the submitted data from being used to train, retrain, fine-tune, or otherwise improve any public, foundational, or third-party-facing model, and (iii) provides security commitments substantially equivalent to those generally offered by enterprise-tier generative AI services available as of the Effective Date (such as ChatGPT Enterprise, Microsoft Copilot, Azure OpenAI Service, or comparable enterprise offerings from Anthropic or Google), including encryption in transit and at rest, defined data-retention and deletion commitments, and independent security certification (e.g., SOC 2 Type II or ISO/IEC 27001) or a substantially equivalent standard.

(b) Notwithstanding Section 10.9(a), Recipient may use the other party's Confidential Information in connection with Recipient's internal business operations through secure, non-public application programming interfaces (APIs) or enterprise deployments that (i) prevent commingling of the data with other customers' or public data, and (ii) do not use the data to train, retrain, or fine-tune any model, whether public or private. For the avoidance of doubt, IXOPAY's use of Customer Data to develop, train, tune and improve fraud-detection, risk-scoring, routing, and other models used to provide and improve the Services, within IXOPAY's own controlled environment and without disclosure of Customer Data to any third party, is expressly permitted under Section 6.3 and is not restricted by this Section 10.9.

(c) Recipient will maintain and enforce a written policy prohibiting its employees, contractors, and personnel from submitting the other party's Confidential Information to any consumer-grade or public generative AI tool that does not meet the requirements of Section 10.9(a) and will provide reasonable training to personnel who have access to the other party's Confidential Information.

(d) Upon the Disclosing Party's written request, not more than once per calendar year, absent a reasonable belief that a breach of this Section 10.9(a) has occurred, Recipient will provide a written certification of its compliance with this Section 10.9 and a list of the generative AI Tools then used by Recipient's personnel in connection with this Agreement.

(e) For the avoidance of doubt, this Section 10.9 does not restrict IXOPAY's use of Aggregated Data, which is not Confidential Information and may be used, including in connection with artificial intelligence or machine learning tools, as outlined in Section 10.5.

(f) A violation of this Section 10.9 constitutes a breach of confidentiality for purposes of Section 13.2 (and is therefore subject to the limit in Section 13.3(a) rather than the general limitation of liability in Section 13.2), except that an unauthorized disclosure of Customer Data that separately qualifies as a Data Security Incident will be governed exclusively by Section 13.3 to the extent of that overlap.

11. Representations, Warranties, and Disclaimer.

11.1. Mutual Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

11.2. IXOPAY Warranties. IXOPAY is committed to delivering a reliable, secure, and compliant platform. Throughout the applicable Subscription Term, IXOPAY represents and warrants that (i) the Services will function in all material respects in accordance with the applicable Documentation, (ii) the Services will comply with all laws and regulations directly governing IXOPAY's operations as a technical service provider, (iii) it maintains and will continue to maintain administrative, physical, and technical safeguards that comply with applicable Privacy Laws, PCI-DSS Level 1, and SOC 2 Type II standards, and that such safeguards shall not be materially diminished during the Term, (iv) IXOPAY will preserve overall platform capabilities and will not materially diminish the core functionality of the Services (excluding disclosed adjustments to Third-Party Products and any deprecation or discontinuation effected in accordance with Sections 2.7 or 4.11), and (v) all Services will be performed in a professional, competent, and workmanlike manner consistent with prevailing industry standards. If a change in applicable law materially impacts IXOPAY's ability to perform its core contractual obligations, IXOPAY will promptly notify Customer. In the event of a breach of any warranty above, Customer will notify IXOPAY in writing with reasonable detail of the nonconformity, and IXOPAY will, at its option and expense, use commercially reasonable efforts to repair, correct, or re-perform the affected Services so that they conform to the applicable warranty within thirty (30) days after receipt of such notice (or such longer period

as is reasonably necessary given the nature of the nonconformity, provided IXOPAY is diligently pursuing a cure). If IXOPAY fails to cure the nonconformity within that period, Customer's sole further remedies are those provided in Section 8 (Term and Termination), including the right to terminate for cause and receive a pro-rata refund of prepaid fees.

11.3. Customer Warranties. Customer represents and warrants that (i) Customer Data and use of the Services do not infringe or violate any third-party rights (including intellectual property rights) or applicable laws, (ii) Customer has all necessary consents and notices in place to enable lawful transfer and processing of personal data, and (iii) Customer will maintain standard internal policies or agreements with Authorized Users regarding data confidentiality, security, and permissible use of the Services.

11.4. MUTUAL DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IXOPAY SERVICES CANNOT GUARANTEE ERROR-FREE OUTCOMES OR RESULTS. CUSTOMER SHOULD NOT RELY SOLELY ON IXOPAY SERVICES FOR CUSTOMER'S SECURITY, COMPLIANCE, OR RISK STRATEGY.

12. Indemnification.

12.1. Indemnification by IXOPAY. IXOPAY provides comprehensive protection for Customer by defending against any third-party claim alleging that Customer's authorized use of the Services, in compliance with this Agreement and the Documentation, infringes or misappropriates a third party's patent, copyright, trade secret, or other intellectual property right. In connection with any such covered claim, IXOPAY will fully indemnify Customer by paying all damages, costs, and reasonable attorneys' fees awarded by a court of competent jurisdiction or agreed to in a settlement executed by IXOPAY. IXOPAY has no obligation under this Section 12.1 to the extent a claim arises from (a) Customer Data or any content, configuration or routing logic supplied or selected by Customer; (b) combination or use of the Services with products, services or data not provided by IXOPAY, where the claim would not have arisen but for that combination; (c) modification of the Services by anyone other than IXOPAY; (d) use of the Services other than in accordance with this Agreement and the Documentation; (e) Customer's continued use of an allegedly infringing version after IXOPAY has made a non-infringing version available at no additional charge; or (f) any Third-Party Product or Beta Service.

12.2. Conditions of Indemnification. IXOPAY's indemnification commitments are supported by clear procedural safeguards designed to protect both parties. Customer agrees to provide written notice to IXOPAY within ten (10) business days of receiving formal service of a claim, though any delay in notification will relieve IXOPAY of its obligations only if and to the extent the delay materially prejudices its defense. Customer will grant IXOPAY control over the defense, litigation strategy, and settlement, provided that IXOPAY will never execute a settlement admitting fault or imposing obligations on Customer without Customer's prior written consent. Customer agrees to provide reasonable cooperation at IXOPAY's expense and refrain from admitting liability without consent, while retaining the absolute right to participate in and monitor the defense with its own legal counsel at its own expense. Notwithstanding the foregoing, to the extent a claim under Section 12.1 is caused by Customer Data, Customer's products or services, or Customer's combination of the Services with products or services not provided by IXOPAY, Customer may elect to assume sole control of the defense and settlement of that claim by written notice to IXOPAY, provided that (i) Customer will not enter into any settlement that imposes any liability, obligation, or restriction on IXOPAY without IXOPAY's prior written consent, (ii) IXOPAY will have the right to participate in and monitor the defense with its own counsel at its own expense, and (iii) Customer will keep IXOPAY reasonably informed of the status of the claim. Upon Customer's assumption of the defense under this paragraph, IXOPAY's indemnification obligation under Section 12.1 with respect to that claim will be suspended for the duration of Customer's control of the defense.

12.3. Remedial Options and Exclusive Remedy. If an intellectual property claim arises or appears likely, IXOPAY will proactively resolve the issue at its own expense by either securing Customer's right to continue using the Services or modifying/replacing the Services, so they become non-infringing while maintaining substantially equivalent functionality. If neither option is commercially reasonable, IXOPAY may terminate the affected Services and issue Customer a pro-rata refund of any prepaid, unused fees attributable to those Services. This Section outlines IXOPAY's entire liability and Customer's exclusive remedy for third-party intellectual property claims, with IXOPAY's aggregate liability governed by the standalone super-cap in Section 13.3(b) rather than the general limitation in Section 13.2.

12.4. Indemnification by Customer. To maintain balanced operational responsibility, Customer agrees to defend, indemnify, and hold IXOPAY harmless against third-party claims, including associated damages, costs, and reasonable attorneys' fees, arising from unauthorized or unlawful use of the Services, Customer's material breach of its

representations or warranties under this Agreement, including failure to maintain its own PCI-DSS compliance or system security, or specific content, data, and risk/routing configurations managed by Customer. Importantly, Customer's indemnification obligations do not apply to the extent a claim is caused by IXOPAY's own material breach, gross negligence, or willful misconduct. For any claims under this Section, the parties will follow the reciprocal notice, cooperation, and defense control procedures detailed in Section 12.2.

13. Limits on Liability.

13.1. Exclusion of Certain Damages. Unless prohibited by applicable law, neither party will be liable to the other for any special, indirect, incidental, punitive, or consequential damages, including loss of profits, revenue, business opportunity, or goodwill, loss or corruption of data, or the cost of procuring substitute services, whether arising in contract, tort, or otherwise, even if advised of the possibility of such damages. This exclusion does not limit either party's right to service credits expressly provided under service commitments between the parties (as described in Section 2.2). Such service credits constitute Customer's sole and exclusive monetary remedy for system interruptions, API downtime, or platform unavailability.

13.2. General Cap on Damages. Except as outlined in Section 13.3 (Super Caps), or for a party's breach of confidentiality (which is subject instead to the super-cap in Section 13.3(a)), gross negligence, willful misconduct, or fraud, each party's aggregate liability arising out of or relating to this Agreement, under any theory of liability, will not exceed the total fees paid or payable by Customer to IXOPAY in the twelve (12) months immediately preceding the event giving rise to the claim.

13.3. Super Caps. Notwithstanding Section 13.2, each party's aggregate liability for all claims, damages, losses, fines, defense costs, and settlement amounts arising from (i) a Data Security Incident, (ii) a failure to maintain PCI-DSS certification, or (iii) in IXOPAY's case, Section 12.1 (IP Indemnification), is limited to the lesser of (A) two (2) times the fees paid or payable by Customer in the twelve (12) months preceding the incident or claim, and (B) five hundred thousand dollars ($500,000). This limit is a standalone cap and is not subject to, and does not count against, the general cap in Section 13.2. Notwithstanding the foregoing, a party will have no liability under this Section for a Data Security Incident, and the other party will defend, indemnify, and hold that party harmless against all resulting losses, legal fees, and regulatory penalties, to the extent the incident was caused by such other party's (1) use, integration, or provisioning of the Services or Platform in violation of the Documentation or standard operating procedures, (2) network compromise or breach originating from its own terminals, systems, or employee credentials, or (3) failure to maintain its own current PCI-DSS compliance.

13.4. Time Limitation on Claims. Any claim for damages, indemnification, contribution, recourse, or reimbursement arising out of or relating to this Agreement is precluded and irrevocably waived unless the claiming party asserts it (i) within twelve (12) months after that party becomes aware, or reasonably should have become aware, of both the damage and the party liable for it, and in any event (ii) no later than three (3) years after the occurrence of the event giving rise to the claim. For purposes of this Section 13.4, a claim is "asserted" when the claiming party files a request for arbitration under Section 14.3 or, for any claim permitted to be brought in court under Section 14.3(a)(v) or Section 14.3(b)(v), commences the applicable proceeding. This Section 13.4 does not apply to (a) claims for unpaid Fees, (b) claims arising from a party's fraud, willful misconduct, or gross negligence, (c) a party's indemnification obligations under Section 12 in respect of a third-party claim, provided that any such claim is asserted within twelve (12) months after final resolution of the underlying third-party claim, and (d) any claim to the extent applicable law prohibits the shortening of the limitation period, in which case the shortest period permitted by that law applies.

14. Governing Law and Dispute Resolution

14.1. Governing Law. The Governing Laws, without regard to conflict of laws rules, govern this Agreement and any dispute of any sort that may arise between you and us. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

14.2. Informal Resolution and Escalation. In the event of any dispute, controversy, or disagreement arising out of or relating to this Agreement (a "Dispute") that cannot be resolved through informal discussions between the parties' designated Points of Contact, the matter shall be promptly escalated to the executive management of each Party (or their respective designees) for good-faith negotiations.

14.3. Disputes. Any dispute or claim relating in any way to your use of the Services or to any products or services sold or distributed by IXOPAY will be adjudicated in the Governing Courts, and you consent to the exclusive jurisdiction and venue of the Governing Courts, subject to the additional provisions below.

(a) If the applicable IXOPAY Contracting Party is Ixopay, Inc., the parties agree that the provisions of this Section 14.3(a) apply. Disputes will be resolved by binding arbitration rather than in court, except that either party may elect to proceed in small claims court if the claim qualifies.

(i) Except as outlined in Section 14.3(a)(v), any dispute, claim, or controversy arising out of or relating to this Agreement, including its formation, validity, breach, or termination (a "Dispute"), will be resolved exclusively through binding arbitration administered by the International Centre for Dispute Resolution (ICDR), the international division of the American Arbitration Association, under its International Arbitration Rules then in effect, rather than in court.

(ii) The seat (legal place) of arbitration will be Wilmington, Delaware, USA. The arbitration will be conducted in English. A single arbitrator will resolve disputes involving an amount in controversy of less than $250,000; disputes involving $250,000 or more will be resolved by a panel of three arbitrators, each selected in accordance with the ICDR Rules.

(iii) Any arbitration will be conducted only on an individual basis and not as a class, collective, consolidated, or representative action. Neither party may consolidate its Dispute with the claims of any other person or entity, and the arbitrator has no authority to conduct any arbitration on a class or representative basis. If this Section 14.3(a)(iii) is found unenforceable as to a particular Dispute, that Dispute will proceed only in a court of competent jurisdiction and will not proceed on a class or representative basis in any forum.

(iv) The existence, content, and outcome of any arbitration under this Section 14.3(a), including the arbitral award, will be treated as Confidential Information of both parties under Section 10 (Confidentiality) and will not be disclosed to any third party, except as necessary to enforce the award, to comply with applicable law or a valid regulatory request, or to either party's professional advisors, insurers, or auditors under a duty of confidentiality.

(v) Notwithstanding Section 14.3(a)(i), (i) either party may bring an individual action in small-claims court for disputes within that court's jurisdiction, including for unpaid fees, (ii) either party may seek temporary, preliminary, or permanent injunctive or other equitable relief in a court of competent jurisdiction at any time to prevent actual or threatened infringement, misappropriation, or violation of a party's intellectual property rights or Confidential Information, without being required to first exhaust arbitration or post a bond, and (iii) any dispute concerning the validity, scope, or enforceability of this Section 14.3(a), including the class and consolidation waiver in 14.3(a)(iii), will be resolved by a court of competent jurisdiction and not by an arbitrator.

(vi) Each party will bear its own attorneys' fees and costs and will share equally the administrative fees of the ICDR and the compensation and expenses of the arbitrator(s), except that the arbitrator(s) may award reasonable attorneys' fees and costs to the prevailing party if a claim or defense is found to have been frivolous or brought in bad faith, or as otherwise provided by applicable law.

(vii) The arbitrator's award will be final and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The parties acknowledge that an award rendered under the ICDR Rules is enforceable under the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the "New York Convention") in the courts of either party's home jurisdiction and in the courts of more than 170 other contracting states.

(b) If the applicable IXOPAY Contracting Party is Ixopay GmbH, the parties agree that the provisions of this Section 14.3(b) apply. Disputes will be resolved by binding arbitration rather than in court, except that either party may elect to proceed in small claims court if the claim qualifies.

(i) Except as outlined in Section 14.3(b)(v), any Dispute not resolved under Section 14.2 will be finally settled under the Rules of Arbitration and Mediation (the "Vienna Rules") of the Vienna International Arbitral Centre (VIAC) then in effect, to the exclusion of the ordinary courts, except as provided in Section 14.3(b).

(ii) The seat of arbitration will be Vienna, Austria. The arbitration will be conducted in the English language unless the parties agree otherwise. A sole arbitrator will resolve disputes involving an amount in controversy of less than €250,000; disputes involving €250,000 or more will be resolved by a panel of three arbitrators, each appointed in accordance with the Vienna Rules.

(iii) Neither party will request, and the arbitral tribunal will not order, the consolidation of the arbitration with any other arbitration, or the joinder of any additional party to the arbitration, without the prior written consent of both parties. Each Dispute will be resolved solely between the parties to this Agreement.

(iv) The existence, content, and outcome of any arbitration under this Section 14.3(b), including the arbitral award, will be treated as Confidential Information of both parties under Section 10 (Confidentiality) and will not be disclosed to any third party, except as necessary to enforce the award, to comply with applicable law or a valid regulatory request, or to either party's professional advisors, insurers, or auditors under a duty of confidentiality.

(v) Notwithstanding Section 14.3(b)(i), (i) either party may pursue an undisputed claim for unpaid fees through the Austrian payment-order procedure (Mahnverfahren) or other summary debt-collection process available before the competent Austrian courts, (ii) either party may seek interim or conservatory measures, whether from the VIAC emergency arbitrator or from a court of competent jurisdiction, to prevent actual or threatened infringement, misappropriation, or violation of a party's intellectual property rights or Confidential Information, without being required to first exhaust arbitration, and (iii) any dispute concerning the existence, validity, scope, or enforceability of this Section 14.3(b) will be resolved by the competent court in Vienna, Austria, and not by an arbitrator.

(vi) Each party will bear its own legal costs and will share equally the registration fee, administrative costs, and the arbitrator(s)' fees determined under the VIAC Schedule of Costs, except that the arbitral tribunal may allocate costs and reasonable legal fees to the prevailing party in accordance with the Vienna Rules, or where a claim or defense is found to have been brought in bad faith.

(vii) The arbitral award will be final and binding on the parties. Austria is a contracting state to the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, and an award rendered under the Vienna Rules is enforceable in the courts of more than 170 contracting states, including in the courts of the losing party's home jurisdiction.

15. General.

15.1. Notices. All notices, requests, consents, claims, demands, and other legal communications under this Agreement (each, a “Notice”) must be in writing and addressed to the relevant party at the addresses set forth below (or to such other address that the receiving party may designate in accordance with this Section).

To IXOPAY: Ixopay, Inc., 333 East Main Street, Suite 396, Lehi, UT 84043, USA, Attn: Contracts, and via email to legal@ixopay.com.

To the Customer: At the main point of contact specified in the Agreement (including any applicable Order Form).

Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), certified or registered mail (return receipt requested, postage prepaid), or email (provided that the email is sent with a "read receipt" or the recipient acknowledges receipt). A Notice is effective only (i) upon receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with the requirements of this Section. The Parties agree that the designated Points of Contact may exchange routine operational communications via email; however, any Notice regarding a breach, termination, or legal claim must be sent via both email and a physical delivery method specified above. By accepting this Agreement, Customer consents to receive all communications, notices, and disclosures from IXOPAY electronically, including by email or through the Services. Electronic communications satisfy any legal requirement that such communications be in writing.

15.2. Cooperation and Points of Contact. The parties will cooperate in good faith regarding onboarding, support, and any development work requested by Customer. Each Party shall designate a primary individual to serve as its main point of contact for day-to-day operations related to the Services (the “Point of Contact”). The Points of Contact will have the authority to facilitate the exchange of information and make routine operational decisions, provided that such decisions do not constitute a formal amendment to the material terms or pricing of this Agreement. Either Party may change its designated Point of Contact at any time by providing standard email notice to the other Party or by updating the contact information within the Services' user portal.

15.3. Force Majeure. Neither Party will be liable for any failure or delay in performing its obligations under this Agreement (except for payment obligations for Services already rendered) to the extent caused by a Force Majeure Event.

The affected Party will promptly notify the other Party in writing and use commercially reasonable efforts to mitigate the effects and resume performance. If a Force Majeure Event continues to prevent or materially impair the performance of the Services for more than thirty (30) consecutive days, either Party may terminate this Agreement upon written notice without penalty. If Customer terminates under this Section due to IXOPAY's non-performance, IXOPAY will provide a pro rata refund of any prepaid, unused fees.

15.4. Entire Agreement. This Agreement is the entire agreement between Customer and IXOPAY regarding Customer's use of the Services and may be modified by IXOPAY in accordance with Section 15.5. It supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a purchase order or in any other order documentation (excluding Order Forms) provided by Customer is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be (i) the applicable Order Form, but solely to the extent it expressly identifies the Section of this Agreement that it varies, (ii) this Master Services Agreement, (iii) the Service Specific Terms, and (iv) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

15.5. Modifications to Agreement. IXOPAY may modify this Agreement by posting a revised version at the URL where this Agreement is made available. IXOPAY will provide Customer at least thirty (30) days' prior notice of any material modification by email to the address associated with Customer's account or through a prominent notice within the Services. A modification required by applicable law, regulation, or order of a court or governmental authority may take effect sooner if reasonably necessary. Notwithstanding the foregoing, no modification that (i) materially and adversely reduces the core functionality of the Services as described in the Documentation as of the effective date of the applicable Order Form, (ii) increases Customer's indemnification obligations or narrows IXOPAY's indemnification obligations under Section 12, (iii) reduces the liability caps or expands the liability exclusions in Section 13, (iv) materially diminishes the data protection, security, or confidentiality commitments in Sections 9 or 10, or (v) grants IXOPAY new rights to use, disclose, or retain Customer Data beyond those existing as of the Effective Date (collectively, "Protected Provisions") will be binding on Customer during the then-current Subscription Term unless Customer accepts the modification in writing or fails to object in writing within forty-five (45) days after the date of IXOPAY's notice. IXOPAY will use commercially reasonable efforts not to modify any Protected Provision more than once in any twelve (12) month period, except as required by applicable law, regulation, or order of a court or governmental authority. If a modification materially and adversely modifies a Protected Provision, Customer may object by written notice delivered within forty-five (45) days after the date of IXOPAY's notice and in any event before the modification's effective date. The parties will then work in good faith for forty-five (45) days to resolve Customer's objection. During that period, and until Customer's objection is resolved or the affected Services are terminated, the version of this Agreement in effect immediately prior to the modification will continue to govern the affected Services. If they do not reach a mutually acceptable resolution, Customer may, within thirty (30) days after that period, terminate the affected Services and applicable Order Form by written notice and receive a pro rata refund of all prepaid, unused Fees attributable to the terminated Services for the remainder of the then-current Subscription Term. Termination and refund under this paragraph are Customer's sole and exclusive remedy with respect to a modification to which Customer objects. This termination right does not apply to modifications required by applicable law, regulation, or order of a court or governmental authority. Except where Customer timely exercises its rights under the preceding paragraph, Customer's continued use of the Services after a modification's effective date constitutes acceptance of the modified Agreement.

15.6. Permitted Assignment. Except as provided herein, neither party shall assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Either party may assign this Agreement by notice without consent to an Affiliate or to a successor in connection with a merger, change of control, corporate restructuring, or sale of all or substantially all of the assigning party's assets to which this Agreement relates, provided that the assignee assumes all obligations under this Agreement and has the financial and operational capacity to perform them.

15.7. Use of Name. IXOPAY may display Customer's name and logo in IXOPAY's customer lists, sales presentations, and designated customer section of its website solely to identify Customer as a customer of the Services. Such use will comply with Customer's written trademark guidelines and will not include a case study, testimonial, press release, or endorsement. Upon Customer's written request, IXOPAY will promptly discontinue the use.

15.8. Uniform Codes. The Parties agree that this Agreement is for the provision of services and does not constitute a sale of goods. Accordingly, this Agreement shall not be governed by Article 2 or Article 2A of the Uniform Commercial Code ("UCC"), as enacted in any jurisdiction. Furthermore, the Parties expressly exclude the application of the following to this Agreement (i) the United Nations Convention on Contracts for the International Sale of Goods ("CISG"), (ii) the United Nations Convention on the Limitation Period in the International Sale of Goods, and (iii) any state's enactment of the

Uniform Computer Information Transactions Act ("UCITA"), including any subsequent revisions or amendments to the foregoing.

15.9. Export Compliance. The Services may be subject to export laws and regulations. Customer and IXOPAY each represent that they are not on any U.S. or EU government denied-party list. Customer will not permit any Authorized User to access or use any Services in any U.S.- or EU-embargoed country or region, or to do so in violation of any export law or regulation.

15.10. Anti-Corruption and Anti-Money Laundering. Each Party shall comply with all applicable anti-bribery and anti-corruption laws and regulations, including the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act 2010, and any similar local or international mandates. Each Party represents and warrants that it has not offered, received, or been promised any illegal bribe, kickback, or improper gift in connection with this Agreement. This restriction does not prohibit reasonable gifts or entertainment provided in the ordinary course of business, provided such exchanges comply with each Party's internal policies and applicable law. If a Party becomes aware of any actual or suspected violation of this Section 15.10, it shall promptly notify the other Party's legal or compliance department. Any breach of this Section 15.10 shall be considered a material breach of this Agreement, entitling the non-breaching Party to immediate termination for cause. Each party will comply with applicable anti-money laundering laws and regulations, including the Bank Secrecy Act and its implementing regulations, and will not knowingly use the Services to facilitate money laundering, terrorist financing, or other financial crimes. Customer is solely responsible for maintaining its own AML compliance program, including know-your-customer (KYC) and transaction monitoring obligations, in connection with its use of the Services.

15.11. Non-solicitation. During the term of the Agreement and for one year following its termination, neither party shall, directly or indirectly (including through Affiliates or external contractors), solicit for employment or engagement any individual employed by the other party who was directly involved in the performance of the Agreement, or encourage such individual to leave their employment through targeted communication. This restriction does not apply to general, non-targeted recruitment efforts, such as public job postings or job fairs, or to responses to unsolicited inquiries. Nothing in this Section 15.11 limits either party's right to seek injunctive relief or other legal remedies available under applicable law.

15.12. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Each party is solely responsible for paying all compensation owed to its employees and all employment-related taxes.

15.13. Third Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

15.14. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

15.15. Severability. If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15.16. Insurance. Each party will maintain during the term of this Agreement (i) commercial general liability insurance, (ii) technology errors and omissions insurance, and (iii) cyber liability insurance, each in amounts consistent with industry practice for companies providing services similar to the Services. Each party will provide evidence of such coverage upon the other party's reasonable written request.

Appendix 1 - Definitions

1. Definitions.

1.1. "Account Country" is the country/territory associated with your account. If you have provided a valid tax registration number for your account, then your Account Country is the country/territory associated with your tax registration. If you have not provided a valid tax registration, then your Account Country is the country/territory where your billing address is located.

1.2. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

1.3. "Agreement" means this Master Services Agreement, including any amendments thereto, Service Specific Terms, accompanying Order Form(s), and information contained in a URL or policy referenced, and/or Documentation, as defined below.

1.4. "Aggregated Data" means data and information collected from or about a party's use of the Services, which has been combined with data from other sources or users and completely anonymized, de-identified, or stripped of unique identifiers. This data must be formatted in a manner that ensures it cannot be used, alone or in combination with other reasonably available information, to identify, re-identify, or be associated with any specific individual, customer, or individual user. Aggregated Data is not Customer's Confidential Information.

1.5. "Authorized User" means any individual or artificial agent whom Customer authorizes to access and use the Services. Authorized Users may include Customer's employees, Customer's Affiliates' employees, consultants, clients, external users (including Merchants and End Users), contractors, agents, and third parties with which Customer does business, as well as any artificial intelligence agent, software agent, bot, script, or other automated or AI-driven tool that Customer, or anyone acting on Customer's behalf, authorizes, configures, deploys, or otherwise permits to access or use the Services.

1.6. "Beta Service" means certain features, technologies, and services made available to Customer by IXOPAY that are not yet generally available, including, but not limited to, any products, services, or features labeled "beta", "preview", "pre-release", "experimental", "trial", and any related IXOPAY service offering.

1.7. "Confidential Information" means any non-public information disclosed by one party ("Disclosing Party") to the other ("Receiving Party"), whether orally, in writing, or by access to systems or facilities, that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. IXOPAY's Confidential Information includes, without limitation, the Services, Platform, and Documentation, the source code, architecture, algorithms, routing logic, fraud and risk-scoring models, and security controls underlying the Platform; the results of any security assessment, penetration test, audit, or certification (including PCI-DSS reports), and any non-public product roadmap or pricing information. Customer's Confidential Information includes Customer Data and Customer's business, financial, and operational information provided to IXOPAY in connection with this Agreement. Confidential Information does not include information that (i) is or becomes publicly available through no fault of the Receiving Party, (ii) was rightfully known to the Receiving Party without restriction before disclosure, (iii) is rightfully received from a third party without breach of any confidentiality obligation, or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

1.8. "Customer" means, in the case of an individual accepting this Agreement on their own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, such company or other legal entity and the Affiliates of that company or other legal entity (for so long as they remain Affiliates). Where the context permits or requires, "Customer" shall also include any Authorized Users acting on Customer's behalf, provided that Customer remains fully liable for all acts and omissions of such Authorized Users.

1.9. "Customer Data" means all electronic data submitted by Customer, or on Customer's behalf, to the Services, including transaction and payment instrument data, tokenized card and account data, routing and risk-configuration data, Merchant and End User records, and related logs, session data, and usage data generated through Customer's use of the Services.

1.10. "Data Security Incident" means any confirmed accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of or access to Customer Data transmitted, stored, or processed via the Platform or its routing and vault engines.

1.11. "Documentation" means the then-current technical documentation, user manuals, functional specifications, and help files published or otherwise made available by IXOPAY to the Customer (whether in print, electronic, or online format) that describe the functional capabilities, operation, requirements, and use of the Services.

1.12. "End User" means a contractual partner of a Merchant that acts either as the payor initiating a transaction or as the payee receiving a payout processed via the Services. Unless expressly stated otherwise, End Users are not parties to this Agreement.

1.13. "Force Majeure Event" means any event beyond the reasonable control of the affected Party, including but not limited to acts of God (including fire, flood, earthquake, or other natural disasters), war, hostilities, or terrorism, strikes or labor disputes, government-mandated lockdowns or quarantines, national or regional emergencies, and systemic infrastructure or electrical failures.

1.14. "Governing Laws" and "Governing Courts" mean, for each IXOPAY Contracting Party, the laws and courts outlined in the following table:

IXOPAY Contracting Party	Governing Laws	Governing Courts
Ixopay, Inc.	Laws of the State of Delaware	The state and federal courts located in Wilmington, Delaware
Ixopay GmbH Vorgartenstraße 206c | A-1020 Vienna | Austria | Tel +43-1-3530505 | Fax +43-1-3530505-30 | VAT ATU71998225 | FN 451099 g (Commercial Court Vienna)	Laws of Austria	The competent courts of Vienna, Austria

1.15. "IXOPAY" means IXOPAY, Inc. and/or its Affiliates as identified in the Agreement.

1.16. "IXOPAY Contracting Party" means the party identified in the table below, based on your Account Country. If you change your Account Country to one associated with a different IXOPAY Contracting Party, you agree that the IXOPAY Contracting Party associated with your new Account Country is your IXOPAY Contracting Party, without any further action required by either party.

Account Country	IXOPAY Contracting Party	Mailing Address
(United States, Canada, Central & South America)	Ixopay, Inc.	Lehi, UT Office: 333 East Main Street, Suite 396, Lehi, UT 84043, USA
Europe, EEA/EU, UK, Asia Pacific, AU/NZ, Africa	Ixopay GmbH.	Ixopay GmbH: Vorgartenstraße 206c, 1020 Vienna, Austria
Any country or territory not listed in the table above.	Ixopay, Inc.	Lehi, UT Office: 333 East Main Street, Suite 396, Lehi, UT 84043, USA

1.17. "Platform" means IXOPAY's proprietary technology platform, including the underlying software, user interfaces, tools, databases, and any updates or upgrades IXOPAY makes available.

1.18. "Rules" means the collective bylaws, operating regulations, and technical standards established and amended from time to time by any applicable payment scheme. This term encompasses all mandatory requirements for network participation, including specifications for transaction processing, settlement, data security, and dispute resolution. The Customer acknowledges that these Rules are a binding part of this Agreement and agrees to comply with all such requirements, including any unilateral updates or "Rule Releases" issued by a payment scheme to ensure the continued interoperability and security of the payment network.

1.19. "Service Specific Terms" means the rights and restrictions for particular Services, including Beta Services, located at https://www.ixopay.com/legal/ixopay-terms (and any successor or related locations designated by us), as may be updated by us from time to time.

1.20. "Merchant" means a legal entity that acts as a payee (or, for payouts, a payer) for transactions processed via the Services. Each Merchant is associated with the Customer, and the Customer remains fully responsible for all Merchant activity and any use of a Service under a Subscription. Unless expressly stated otherwise, Merchants are not parties to this Agreement.

1.21. "Order Form" means an ordering document or online purchasing or registration portal, including, in either case, any addenda and supplements thereto, that specifies the Services to which Customer has subscribed. By entering an Order Form that references this Agreement, Customer agrees to be bound by the terms of this Agreement as if each were an original party to this Agreement.

1.22. "Services" means each of the services and platforms made available by IXOPAY, including those services described in the Service Specific Terms. "Services" does not include Third-Party Products.

1.23. "Subscription Term" means the term of each subscription as specified in the applicable Agreement (including any applicable Order Form), which shall automatically cancel upon the termination of the Agreement.

1.24. "Third-Party Products" means web-based, offline, mobile, or other software applications that provide functionality and interoperate with a Service.