

## Payment Platform Terms

- Account.** You agree to use Licensor's designated third party payment processor platform ("**Payment Platform**") to pay all amounts due under the Agreement (and Licensor may change the designated platform at any time). You must establish an account with the Payment Platform prior to making payments to Licensor. You acknowledge that you will be subject to any terms executed with the Payment Platform and that you should carefully review the terms of service, privacy notice, and other disclosures. You agree to provide and maintain current and accurate account information to the Payment Platform, including contact information, bank account information and credit card information, as applicable, and you further agree to notify the Payment Platform promptly of any changes in such account information. You agree that Licensor may share information about you with the Payment Platform including name, contact information and billing invoice and payment information. You shall ensure all necessary permissions are provided to your bank and/or credit card company to enable the transactions contemplated by this Agreement and the Payment Platform.
- Invoice and Payment Procedure.** We will send invoices for amounts due under the Agreement at intervals set forth on the Order Form, and such invoices may be provided directly from us or via the Payment Platform. Payments made by ACH or credit card via the Payment Platform shall be debited or charged, as applicable, in the manner described below, five (5) business days after delivery of the applicable invoice. Payments made by EFT via the Payment Platform shall be initiated by you no later than fifteen (15) days after delivery of the applicable invoice. If you fail to pay by EFT in a timely manner, and we have a credit card backup payment method on file, we may charge the credit card for the full amount due on the applicable invoice. You agree that all authorizations provided by you pursuant to this Agreement will be in effect from the Effective Date until the date on which all amounts owed hereunder are fully paid, even if the Agreement terminates prior to all amounts owed by you being fully paid.
- ACH Payment Terms.** If your Payment Method is ACH, you agree to the following terms: You certify that your bank account listed with Payment Platform is enabled for ACH payments. You agree that you will remain responsible for all payments owed to Licensor under the Agreement regardless of any issues with your ACH transfers or bank account. You authorize the Payment Platform to process and originate ACH debits from your applicable bank account to fund the full amount of each invoiced amount due requested by Licensor. You further authorize the Payment Platform to process any ACH credit corrections to your applicable bank account. You agree that you will not dispute ACH debits by the Payment Platform made pursuant to applicable monthly invoices. You agree that the Payment Platform may resubmit a rejected or reversed funding debit to your bank account. If an authorized ACH debit from your account is rejected or returned by your bank for any reason, you agree to pay the full amount to Licensor by another method within 5 business days. You agree to reimburse us for any and all penalties, interest charges, late payment fees and service fees related to any rejected, reversed or returned ACH payments hereunder.
- Credit Card Terms.** If the credit card as backup payment method is selected on the Order Form, you shall during the Term maintain a valid credit card with the Payment Platform that has an available credit limit of not less than \$10,000. In the event of any circumstances in which you fail to make any payments due to us under the Agreement by other payment methods, including any failure to pay amounts due after the expiration or termination of the Agreement, you authorize Licensor to direct the Payment Platform to charge such credit card for such outstanding amounts. Additionally, in the event you elect to use the credit card as your primary payment method, you authorize the Payment Platform to periodically charge such credit card for amounts due. **If we use your credit card, you agree to pay a 3% credit card fee on all transactions.**
- Penalties and Other Fees.** You agree to be solely responsible for any bank, credit card or other charges or penalties imposed on you or us due to failed ACH debits and/or credit card charges with respect to your account or due to any other related payment issues. You agree that any such charges imposed on Licensor will be added to amounts due and payable by you to Licensor.
- Disclosures.** Customer acknowledges and agrees that that all services received from Licensor are commercial services (and are not received for any personal, family or household purposes), and that all payments owed to Licensor for such services are business-to-business payments. Customer further agrees that Customer will not use Licensor's services, and will not make any payments to Licensor, for any personal, family or household purposes. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT LICENSOR MAKES NO REPRESENTATION, ENDORSEMENTS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND RELATING TO SERVICES PROVIDED BY ANY PAYMENT PLATFORM OR ANY OTHER THIRD PARTY, INCLUDING ANY ACH AND/OR CREDIT CARD PROCESSING SERVICES UNDERTAKEN BY A PAYMENT PLATFORM AND ITS THIRD PARTY SERVICE PROVIDERS. Customer understands and agrees that Licensor does not have or maintain any control over a Payment Platform's services, and that Licensor is not responsible for Payment Platform's content, operation or use. Customer understands and agrees that Licensor is not and will not be involved in the processing of any ACH debits or credits or of any credit card transactions, and that Licensor is not and will not be responsible for any ACH or credit card processing activities. Customer acknowledges and agrees that Licensor is not responsible for any unauthorized payments, financial losses, information breaches or any other harm resulting from Customer's use of Payment Platform's services, including any compromise of a Payment Platform's system or Customer's Payment Platform account. Customer irrevocably waives any third party claim, demand or action against Licensor relating in any way to Customer's use of a Payment Platform. If Customer has a dispute with a Payment Platform concerning the processing of ACH payments or credit card transactions, Customer agrees to release Licensor from any and all third party claims, demands or actions, and damages of any kind, suspected and unsuspected, known and unknown, disclosed and undisclosed, arising out of or in any way relating to such dispute. To the extent applicable, Customer agrees to waive California Civil Code Section 1542, which asserts that "a general release does not extend to claims which the releasing party does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the released party".