

Momentum Payment Agreement

1. **Terms.** This payment agreement (“**Payment Agreement**”) governs Customer’s access and use of the Provider’s payment services titled on any Order Form - Platform - Third Party Gateway and titled on any Order Form - Platform - In-House Processing (collectively “**Momentum Payment Services**”). Customer agrees to the terms of this Payment Agreement by (1) Clicking a box indicating acceptance or creating a Momentum Payments Sub-Merchant Account, (2) executing an Order Form that includes Momentum Payment Services, (3) paying an invoice that includes Momentum Payment Services. Additionally, Customer’s use of the Momentum Payment Services is subject to the terms the Master Agreement, available at <https://gomomentum.com/agreements-and-terms> or such other master agreement executed between the parties (“**Master Agreement**”). Capitalized terms set forth herein, but not defined, shall have the meanings prescribed to them in the Master Agreement. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Payment Agreement, and (3) the Master Agreement or any other negotiated agreement between the parties. The titles and headings of sections of this Payment Agreement are for convenience only and shall not affect the construction of any provision of this Payment Agreement. This Payment Agreement is effective between Customer and Provider as of the date of Customer’s acceptance (the “**Effective Date**”). This Payment Agreement was last updated on January 14, 2025.

“**ACH**” means the funds transfer system (network) governed by the National Automated Clearinghouse Association Operating Rules and Operating Guidelines which provides for the clearing of electronic Entries for participating financial institutions and third-party senders.

“**Customer**” means the company or other legal entity for which such individual is accepting this Payment Agreement on its behalf to use the Momentum Payment Services.

“**Provider**” means Ungerboeck Systems International, LLC.

2. **Use of Third-Party Payment Partners.**

If Customer purchases Momentum Payment Services titled on any **Order Form – Momentum Payment Platform - Third Party Gateway** from Provider:

Any and all payment services relating to Momentum Payments Services are provided by Customer’s third-party payment processing partners which are governed by and subject to a separate merchant agreement between Customer and such third-party processor; provided the only authorized third-party provider’s for this product are as follows: [Authorize.net](#); [CyberSource](#); [Paypal Payflow](#); and [Trust Commerce](#) (“**Third Party Gateway Providers**”). Through offering this product, Provider will provide a dashboard for viewing/managing transactions that pass-through Customer’s Third Party Gateway Providers, which may include engineering a custom checkout process via a redirect. Additionally, because those Third-Party Gateway Providers provide services to Customer under a separate merchant agreement, Provider shall not be responsible for or have any liability concerning any acts or omissions of such Third-Party Gateway Providers or any of their payment processing related services.

If Customer purchases Momentum Payment Services titled on any **Order Form – Momentum Payment Platform - In-House Processing** from Provider:

Momentum Payments Services are provided by Provider’s third-party payment processing partners which are subject to a separate merchant agreement between Customer and the third-party

processor, Stripe, Inc. (“**Stripe**”). Specifically, Payment Processing Services/Momentum Payments Services are subject to the Stripe Connected Account Agreement <https://stripe.com/legal/connect-account>, which includes the Stripe Terms of Service <https://stripe.com/legal/ssa> (collectively, the “**Stripe Services Agreement**”) and subject to certain fees and surcharges. By subscribing to Momentum Payment Services, Customer agrees to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Provider enabling Payment Processing Services through Stripe, Customer agrees to provide Provider with accurate and complete information about Customer and its business and customers, and Customer authorizes and instructs Provider, as Customer’s service provider, to share such information and transaction information related to Customer’s use of the Payment Processing Services provided by Stripe pursuant to Stripe’s Privacy Policy <https://stripe.com/privacy> and to provide Stripe with information necessary to allow Stripe to perform Know Your Customer (KYC) and Anti-money laundering (AML) verification and due diligence on such Momentum Payments Sub-Merchant Account (as defined in Section 3).

3. **Authorization for Handling Account.** Provider is not a bank or a financial institution, and Provider does not offer banking services as defined by the United States Department of Treasury. In order to provide the Momentum Payment Services, Provider may enter into agreements with Card Networks, Payment processors, and other third-party payment service providers, including Stripe and Dhango, Inc. (collectively “**TPSP(s)**”). As such, in addition to registering and creating a sub-merchant account with Provider (a “**Momentum Payments Sub-Merchant Account**”), certain TPSPs may require that Provider pass through their respective agreements to any Customer with Momentum Payments Services, in which case Customer hereby agrees to those agreements directly with, and agrees to the terms and conditions stipulated by, each third party TPSP (collectively, “**TPSP Agreements**”). By subscribing to Momentum Payments Services, Customer agrees to be bound by these TPSP Agreements, as the same may be modified from time to time with or without prior notice. If Customer objects to any such TPSP Agreements, Provider may suspend or terminate Customer’s Agreement or Order Form in whole or in part. As a condition of using Momentum Payments Services, Customer authorizes Provider and Provider’s Affiliates and contractors to receive, disburse, and hold funds on Customer’s behalf when such funds from Customer’s card and/or ACH transactions settle from the Card Networks, and/or Provider’s TPSPs. Customer further authorizes Provider to instruct TPSPs on how card and ACH transaction settlement funds should be disbursed back to Customer (such as by ACH or a credit transaction) and the timing of such disbursements. Settlement funds will be held in a deposit account with a TPSP pending disbursement of the funds to Customer in accordance with this Payment Agreement. Customer agrees that: (1) it shall not be entitled to any interest or other compensation associated with the settlement funds held by a TPSP pending settlement to Customer’s designated bank settlement account (“**Bank Account**”), (2) Customer has no right to direct the TPSP deposit account holding the settlement funds, and (3) Customer may not assign any interest in the TPSP deposit account. Provider may periodically make available to Customer information on the payments management dashboard regarding anticipated settlement amounts received on Customer’s behalf from the Card Networks, and/or Provider’s TPSPs that are being held pending settlement. This settlement information does not constitute a deposit or other obligation of Provider or a TPSP to Customer. This settlement information reflected on the payments management dashboard is for reporting and informational purposes only, and Customer is not entitled to, and has no ownership or other rights in settlement funds, until such funds are credited to Customer’s Bank Account. Customer’s authorizations set forth herein will remain in full force and effect until Customer’s Momentum Payments Sub-Merchant Account is closed or terminated.

4. **Payment Methods.** *Momentum Payments Services may only be used to process payment for businesses in the fifty states of the United States of America, the District of Columbia and Canada.* Provider will only process transactions that have been authorized by the applicable Card Network, card issuer, or TPSP providing transaction services. Customer is not required to accept any card brand as a condition of receiving

the Momentum Payment Services. In addition, Provider does not assume any liability for any of Customer's products or services sold using Momentum Payments Services. Provider does not guarantee or assume any liability for transactions authorized and completed which may later be subject to Reversal (as defined herein) or Chargeback (as defined herein) or which were later determined to be fraudulent, provided Provider reasonably complied with this Payment Agreement and then only to the extent directly caused by Provider's noncompliance. Customers are responsible for all Reversal or Chargeback transactions, regardless of the reason for, or timing of, the Reversal or Chargeback. Provider may add or remove one or more payment mediums and supported payment cards at any time. If Provider does so, Provider will use reasonable efforts to give Customer prior notice of the removal.

5. **Payout Schedule.** "Payout Schedule" refers to the time it takes for Provider to initiate a transfer to Customer's designated Bank Account of settlement funds arising from transactions processed through the Momentum Payment Services. Once Customer's Bank Account information has been reviewed, Provider will initiate transfer of settlement funds (net of Fees (as defined herein), Chargebacks, Reversals, and other funds owed to Provider or TSPs for any reason) the terms of which will be made available to Customer when Customer logs into to Customer's payments management dashboard. The settlement funds will be credited to Customer's Bank Account in accordance with Customer's fee schedule. Provider is not responsible for any action taken by the institution holding Customer's Bank Account that may result in some or all of the funds not being credited to Customer's Bank Account or not being made available to Customer or any delays on the part of the institution holding Customer's Bank Account. Customer can contact Provider to inquire about changing the timing of Customer's Payout Schedule. Upon submitting a request, Customer will be informed of the process and requirements for Provider to review Customer's Payout Schedule.

Provider reserves the right to change the Payout Schedule or suspend payouts to Customer's Bank Account should Provider determine it is necessary due to pending disputes, excessive or anticipated excessive Chargebacks, Reversals, returns, or refunds, or other suspicious activity associated with Customer's use of the Momentum Payment Services, or if required by law or court order.

6. **Fees.** Customer agrees to pay the fees assessed by Provider to Customer for providing the Momentum Payment Services described in the Order Form and/or dashboard on Customer's Momentum Payments Sub-Merchant Account and any other amounts charged by third parties which may include, without limitation, any amounts charged to Provider through the Card Networks, Stripe, the underlying Bank, and other third-party providers to Momentum Payment Services (collectively "Fees"). Provider reserves the right to revise Provider's Fees at any time and will use reasonable efforts to provide Customer with thirty (30) days' notice thereof. Customer shall also be responsible for any fees, costs, expenses, penalties, or fines imposed on Provider or directly to Customer by any of Provider's TPSPs or financial institutions as a result of Customer's activities or use of the Momentum Payment Services and shall indemnify Provider Indemnitee's in accordance with Section 11.4 of the Master Agreement for any such Losses.

7. **Customer Service.** Subject to the disclaimers set forth herein and in accordance with Exhibit A of the Master Agreement, Provider will provide Customer with customer service to resolve issues relating to Customer's Momentum Payments Sub-Merchant Account, Customer's card and/or ACH payment processing, Customer's use of Provider's software, and the distribution of funds to Customer's Bank Account. However, Customer, and Customer alone, is responsible for managing Customer's relationships and transactions with its vendors or customers, including providing customer service to Customer's customers for any and all issues, including but not limited to issues arising from the processing of its customers' cards and/or ACH payments through the Momentum Payment Services.

8. **Taxes.** It is Customer's responsibility to determine what, if any, taxes apply to the sale of Customer's products and services and/or the payments Customer receive in connection with Customer's use of the Momentus Payment Services ("**Taxes**"). It is solely Customer's responsibility to assess, collect, report, or remit the correct Taxes to the proper tax authority. Provider is not obligated to, nor will Provider determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction. Customer acknowledges that Provider may make certain reports to tax authorities regarding transactions that Provider process and merchants to which Provider provide card and/or ACH payment services. Pursuant to the Internal Revenue Code, merchants' acquiring entities and third-party settlement organizations such as Stripe are required to file an information return with the Internal Revenue Service ("**IRS**") for each calendar year, reporting all payment card transactions and third-party network transactions with merchants occurring in that calendar year. Customer acknowledges that Provider will report to the IRS the total amount of the payments Customer receives each calendar year as required by law.

9. **Customer's Data and Network Security Obligations.** Customer is fully responsible for the security of its systems and all data on Customer's site(s) or otherwise in Customer's control or possession. Customer agrees to comply with all applicable international, state, and federal laws and rules in connection with Customer's collection, processing, retention, security, and dissemination of any personal, financial, card, ACH, or transaction information (defined as "**Data**") on Customer's site(s) or systems. Customer agrees that at all times, Customer shall be compliant with the Payment Card Industry Data Security Standards ("**PCI-DSS**") and the Payment Application Data Security Standards ("**PA DSS**"), as applicable. The steps Customer will need to take to comply with PCI-DSS and PA-DSS when using the Momentus Payment Services will vary based on Customer's implementation. If Provider believes it is necessary based on Customer's implementation of the Momentus Payment Services, and if Provider requests it from Customer, Customer will promptly provide Provider with documentation evidencing Customer's compliance with PCI-DSS and/or PA-DSS. Customer also agrees that Customer will use only PCI-compliant service providers in connection with the storage, or transmission of Data defined as a card/account holder's account number, expiration date, and CVV2. Customer must not store CVV2 Data at any time. Information on the PCI-DSS can be found on the PCI Council's website. Customer is responsible for complying with these standards.

10. **Provider Data Security and Fraud Controls.** To the extent it may be determined that Provider plays any role in collecting, processing, storing, or disseminating personally identifiable information ("**PII**"), Provider will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data, as described in the Documentation (as defined in the Master Agreement). However, Customer acknowledges and agrees that Provider cannot guarantee that unauthorized third parties will never be able to circumvent those appropriate measures or use such PII for improper purposes. Understanding this, Customer acknowledges that, if applicable, Customer provide such PII regarding Customer and Customer's customers at Customer's own risk. Provider's safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Authorized Users). The terms of the data processing addendum available at Provider's website at <https://gomomentus.com/agreements-and-terms> is hereby incorporated into this Payment Agreement. Provider may provide or suggest security procedures and controls intended to reduce the risk to Customer of data breach or fraud ("**Security Controls**"). These Security Controls may include processes or applications that are developed by Provider or by third parties. Customers are strictly responsible for establishing and maintaining commercially reasonable security measures to safeguard against unauthorized transmissions and network infections while interacting with or using the Momentus Payment Services. Customer further agrees and warrants that no individual will be allowed to initiate transactions and/or transfers of funds in the absence of proper authorization, verification, supervision and other safeguards and agrees to take reasonable steps to maintain the confidentiality of the Security Controls and any passwords, codes, security devices, and related instructions provided by Provider or a TPSP in

connection with the Security Controls provided to Customer. If Customer believes or suspects that any such information or instructions have become known or accessed by unauthorized persons, Customer agrees to notify Provider immediately, followed by written confirmation. The occurrence of unauthorized access will not affect the processing of any card transactions and/or ACH transfers made in good faith by Provider or any TPSP prior to receipt of such notification and within a reasonable time period to prevent unauthorized transactions/transfers. If a card transaction and/or ACH Entry (or request for cancellation or amendment thereof) received by Provider purports to have been transmitted or authorized by Customer, it will be deemed effective and Customer shall be obligated to pay Provider the amount of such card transaction and/or ACH Entry even though the card transaction and/or ACH Entry was not authorized by Customer, provided that Provider accepted the card transaction and/or ACH Entry in good faith and acted in compliance with the security procedures with respect to such card transaction and/or ACH Entry. In the event of any unauthorized instructions, Customer agrees to cooperate and to provide such information as Provider may reasonably request to investigate and recover any resulting loss.

11. **Audit Right.** If Provider believes that Customer has experienced a security breach or compromise of Data on its sites or systems, Provider may require Customer to have a third-party security auditor that is approved by Provider conduct a security audit of Customer's systems and facilities and issue a report to be provided to Provider and the TPSP, which shall be Confidential.

12. **Customer's Privacy.** In providing the Momentum Payment Services, Provider will comply with Provider's Privacy Policy, which is available at <https://gomomentum.com/privacy-policy> and incorporated herein by reference. Provider's Privacy Policy is subject to change at Provider's discretion; however, Provider's policy changes will not result in a material reduction in the level of protection provided for PII provided as part of the Momentum Payment Services under this Payment Agreement. Customer also acknowledges and agrees that the TPSPs are required to report Customer's business name and the name of Customer's principals to the MATCH (Member Alert to Control High-Risk) listing maintained by MasterCard and accessed and updated by Visa and American Express or to the Consortium Merchant Negative File maintained by Discover, if applicable, pursuant to the requirements of the Network Rules (as defined below). Customer consents to and authorizes Provider's TPSPs to name Customer on any list or report in accordance with applicable law or regulations or industry rules or requirements. Customer waives and holds harmless Provider's TPSPs from any and all claims and liabilities Customer may have as a result of such reporting.

13. **Privacy of Others.** As between Customer and Provider, Customer is the controller or business, as those terms are defined under applicable privacy laws, of its customer data and shall comply with all applicable privacy laws. Accordingly, Customer is solely responsible for notifying its customers of its privacy practices, including its disclosure of its customer information to its service providers, including Provider.

14. **Restricted Use.** Customer shall comply with all laws, rules, and regulations applicable to Customer's use of the Momentum Payment Services (for example, those governing financial services, consumer protections, privacy, unfair competition, anti-discrimination, or false advertising). In addition to any other requirements and/or restrictions set forth in this Payment Agreement, any TPSP Agreement, or any other Provider agreement or terms. Customer shall not: (a) utilize the credit available on any card to provide cash advances to cardholders; (b) submit any card/ACH transaction for processing that does not arise from Customer's sale of products or services to a customer, or acceptance of a bona fide charitable donation; (c) act as a payment intermediary or aggregator or otherwise resell Provider's Momentum Payment Services to or on behalf of any third party; (d) knowingly send potentially fraudulent authorizations or fraudulent card/ACH transactions; or (e) use Provider's Momentum Payment Services in a manner that Visa, MasterCard, Discover, American Express, any other Card Network, or other payment network reasonably

believes to be an abuse of such network or a violation of its rules. The Momentus Payment Services, other Provider technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Provider and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any Authorized User to access or use any Service in a U.S.-embargoed country or region (currently the Crimea, Luhansk or Donetsk regions, Cuba, Iran, North Korea, Russia or Syria) or as may be updated from time to time on Provider's website or in violation of any U.S. export law or regulation.

15. **Suspicion of Unauthorized or Illegal Use.** Provider reserves the right to not authorize or settle any transaction Customer submits that Provider believes is in violation of this Payment Agreement, any TPSP's Agreement, any other Provider terms or agreement, or which exposes Customer, other Provider users, Provider's TPSPs, or Provider to harm, including but not limited to fraud and other criminal acts. Provider may suspend Customer's account, place Customer's account on hold, or suspend payouts to investigate any such suspected violations. In certain circumstances Provider may determine that the establishment of a reserve amount is necessary to provide the Momentus Payment Services, including the full amount of the funds received for Customer's transaction, to be held for a period of time, or that additional amounts be held in reserve. The reserve amount may include (i) any funds payouts made or due to Customer for transactions submitted to the Services, or (ii) amounts available in Customer's Bank Account by means of ACH debit to that Bank Account, or (iii) other sources of funds associated with Customer's Provider Account. Customer is hereby granting Provider authorization to share information with law enforcement about Customer, Customer's transactions, or Customer's Momentus Payments Sub-Merchant Account if Provider reasonably suspects that Customer's use of Provider has been for an unauthorized, illegal, or criminal purpose.

16. **Card Network Rules.** The Card Networks have established guidelines, bylaws, rules, and regulations ("Network Rules"). Customer shall comply with all applicable Network Rules that are applicable to merchants. Customer can review portions of the Network Rules on each of the respective Visa, MasterCard, Discover, and American Express.

Visa – Credit Card Processing Fees & Interchange Rates available at <https://usa.visa.com/support/small-business/regulations-fees.html>;

Mastercard – Small & Medium Business Solutions Payment Solutions available at <https://www.mastercard.com/global/en/business/overview.html>; and

American Express – available at <https://www.americanexpress.com/en-gb/merchant/merchant-fees.html>.

The Card Networks reserves the right to amend the Network Rules. Provider reserves the right to amend this Payment Agreement at any time to comply with Network Rules or otherwise address changes in the Momentus Payment Services by notifying Customer. Customer acknowledges that the Network Rules may require that Customer enter into a direct merchant relationship with Provider's payment processor if and when Customer becomes a high-volume merchant (currently determined to be \$1,000,000 per year in the applicable Card for VISA and MasterCard), and upon conversion, Customer will be bound by the payment processor's then current commercial entity agreement.

17. **Additional Rules.** In addition to general compliance with U.S. and Canadian law and with Network Rules, Provider is required, pursuant to one or more agreements with TPSPs, to ensure that all sub-merchants specifically comply with the following rules, regulations, and acts when using the Momentus

Payment Services and/or the services of TPSPs: (a) the Unlawful Internet Gambling Enforcement Act; (b) rule or regulations promulgated or enforced by the Consumer Financial Protection Bureau; (c) Regulation E; (d) the laws, regulations, and orders administered by Financial Crimes Enforcement Network (“FinCEN”); (e) the Office of Foreign Assets Control regulations; (f) the Uniform Commercial Code (“UCC”); and (g) any other similar state laws and regulations, and to the extent the same may be applicable to Customer’s use of the Momentus Payment Services, Customer agrees to comply with each of these sets of rules.

18. **Disclosures and Notices.** Customer agrees that Provider can provide disclosures and notices regarding the Services to Customer by posting such disclosures and notices on Provider’s website, emailing them to the email address listed in Customer’s Momentus Payments Sub-Merchant Account, or mailing them to the address listed in Customer’s Momentus Payments Sub-Merchant Account. Customer also agrees that electronic disclosures and notices have the same meaning and effect as if Provider had provided Customer with a paper copy. Such disclosures and notices shall be considered received by Customer within twenty-four (24) hours of the time it is posted to Provider’s website or emailed to Customer. It is Customer’s responsibility to maintain a valid email address associated with Customer’s Momentus Payments Sub-Merchant Account and to monitor the email address Customer provides Provider.

19. **References to Provider’s Relationship.** Customer agrees that, from the time Customer begins processing card and/or ACH payments with Provider until termination of Customer’s Momentus Payments Sub-Merchant Account with Provider, Provider may identify Customer as a customer of Provider. Neither Customer nor Provider will imply any untrue sponsorship, endorsement, or affiliation between Customer and Provider.

20. **Registration.** The Provider Services are not made available to persons to accept or process card payments for personal, family, or household purposes. To use Provider services to receive and process such payments, Customer will first have to register and create a Momentus Payment Sub-Merchant Account. When Customer registers with Provider, Provider will collect basic information including Customer’s name, company name, location, email address, tax identification number, and phone number. Customer may only register as a business organization. Customer must also provide information about an owner or principal of the business and Customer must be authorized to act on behalf of the business and have the authority to bind the business to this Payment Agreement. To sign up for a business to use the Services, Customer must agree to this Payment Agreement on behalf of the business.

21. **Company Descriptions and Site URL.** As part of Customer’s registration, Customer must provide Customer’s site URL and the name under which Customer does business, which may be the business’s legal name or a DBA. These two fields may appear in Customer’s customers’ credit or debit card statements. To avoid customer confusion and transaction disputes, Customer must enter a description that clearly identifies Customer’s business as well as an accurate site URL.

22. **Verification and Underwriting.** To verify Customer’s identity, Customer must provide information including Customer’s business tax identification number, physical location, and date of birth for all owners who own 25% or more of the legal entity. Upon request, Customer shall provide Provider additional information to help verify Customer’s identity and assess Customer’s business risk including business invoices, a driver’s license or other government-issued identification, a business license, certified financial statements, and/or information regarding whether Customer or any of Customer’s affiliates, subsidiaries, or owners who own 25% or more of the legal entity have ever had or applied for an account with Studio. Customer shall also provide Provider upon request verification information regarding persons authorized to utilize or make changes to Customer’s account. Provider may reject, suspend, or terminate Customer’s

Momentum Payments Sub-Merchant Account if Customer fails to provide any information requested or allow an inspection in accordance with this Agreement. Provider may use Customer's information to apply for card merchant acquiring accounts on Customer's behalf with certain Card Networks and/or TPSPs, and Customer hereby authorizes Provider to do so. Provider, a Card Network, or other TPSPs may require Customer to enter into a direct agreement with such Card Network or other TPSP in addition to this Payment Agreement. In that case, unless Customer expressly informs Provider in writing otherwise, Customer hereby authorizes Provider to continue to manage Customer's Card Network and/or other TPSP account on Customer's behalf and to cause funds settled from Card Network and/or other TPSP transactions to be deposited to an omnibus bank account designated by Provider for Customer's benefit. After Provider has collected and verified all Customer's information, Provider will review Customer's account and determine if Customer is eligible to use the Services. Provider may also share Customer's information with Provider's TPSPs, each of which may also decide regarding Customer's eligibility. Provider reserves the right to not only request additional information to assess Customer's business risk, but also to deny Customer's eligibility for an account in Provider's sole discretion for any reason. Provider will notify Customer once Customer's account has been either approved or deemed ineligible for use of the Services. By entering into this Payment Agreement, Customer authorizes Provider to retrieve information about Customer by using third parties, including credit bureaus and other information providers. Customer acknowledges that such information retrieved may include Customer's address history, credit history, and other data about Customer. Provider may periodically update this information to determine whether Customer continues to meet Provider's eligibility requirements. Customer agrees that Provider is permitted to contact and share information about Customer and Customer's application (including whether Customer are approved or declined), and Customer's use of Provider with its TPSPs. This includes sharing information: (a) about Customer's transactions for regulatory or compliance purposes; (b) for use in connection with the management and maintenance of the program; (c) to create and update their customer records about Customer and to assist them in better serving Customer; and (d) to conduct Provider's risk management process.

23. **Customer Geolocation & Right to Subcontract.** By registering for a Momentum Payments Sub-Merchant Account, Customer represents that Customer is either a legal United States or Canadian business entity organized and existing under the laws of the United States or Canada and authorized to conduct business in the state or province in which Customer operates. Provider may subcontract the performance of any of its duties or obligations under this Payment Agreement to any person or third-party; provided in all cases, the Provider shall be responsible and liable for the acts and omissions of each subcontractor (including its employees) to the same extent as if such acts or omissions were by Provider or its employees.

24. **Prohibited Businesses.** There are certain categories of businesses and business practices for which the Provider Services cannot be used ("**Prohibited Businesses**"). Most, although not all, of these Prohibited Business categories are imposed by Network Rules or the requirements of Provider's TPSPs. By registering with Provider, Customer represents that it will not use the Services to accept payments in connection with any of the Prohibited Businesses. If Customer is uncertain as to whether Customer's business is a Prohibited Business or have questions about how these requirements apply to Customer, please contact Provider.

25. **Additional Authorizations.** Notwithstanding any other grant or authorization provided for in this Payment Agreement, by registering with Provider and using the Services, Customer explicitly authorize and/or consents as follows: (a) to authorize TPSPs to share with Provider information relating to Customer, including, without limitation, transaction details, and business or personal information; (b) to authorize Provider to add or modify via a TPSP's system, the Bank Account information associated with Customer's settlement account with the TPSP; (c) to authorize TPSPs and their agents to transfer and process any Data relating to Customer or Customer's customers (including personal Data), as required for the performance of their obligations to Customer; (d) to authorize Provider to serve as Customer's authorized representative towards any use of TPSP services, and as such to authorize Provider to access and use the Data retained by

such TPSPs with respect to Customer's use of TPSP services; (e) to grant to Provider the right to instruct TPSPs to withhold Fees (as defined in below) from Customer's funds; and (f) to authorize Provider and Provider's TPSP to publish Customer's, and any customer service information, in any media from time to time for the benefit of Provider's customers and/or Provider's TPSPs' customers.

26. **Processing Card Transactions.** As used herein, "**Chargeback**" means a request that Customer's customer or Customer files directly with his or her card company or card issuing bank to invalidate a processed payment. "**Claim**" means a challenge to a payment that Customer or Customer's customer files directly with Provider. "**Reversal**" means an event whereby Provider reverses the settlement of funds from a processed card transaction that Customer received because: (a) the card transaction is invalidated by the card issuer; (b) the settlement funds were sent to Customer in error by (i) Provider or Provider's TPSPs, (ii) the processors, suppliers or licensors of Provider or Provider's TPSPs, or (iii) any of the respective affiliates, agents, directors and employees of any of the entities listed in (i) or (ii) above; (c) the sender of the payment did not have authorization to send the payment (e.g. if the buyer/sender used a card that did not belong to the buyer/sender); (d) Customer received a payment for activities that violated this Payment Agreement, any TPSP Agreement, or any other Provider agreement or terms; or (e) Provider decided a Claim against Customer.

Customer agrees that Customer will honor all eligible cards presented for payment by Customer's customers for Customer's products and services in accordance with the Network Rules, this Payment Agreement, and any operating guides that Provider may provide Customer from time to time. Customer agrees that Customer will obtain an authorization from the Card Networks for each card transaction, as required under the Network Rules, and will not submit a card transaction for settlement where there is a negative authorization, or the card is otherwise expired. Customer acknowledges that the existence of an affirmative authorization from Provider or the Card Networks does not mean that a particular card transaction will not be subject to a Chargeback, Reversal, or Claim at a later date. Provider will provide a receipt to the customer at the conclusion of the purchase transaction that includes all information required under Network Rules and applicable law.

27. **Payouts.** Provider will pay Provider funds settling from the Card Networks to Customer's designated Bank Account Customer provided when establishing Customer's Momentus Payments Sub-Merchant Account in the amounts actually received (less Provider's Fees, as defined below) for card transactions submitted to Provider's Services. Alternatively, Provider may deposit the full amount in Customer's Bank Account and then debit Customer's Bank Account for an aggregate of transaction and service fees on a periodic basis. The payouts and debits will be made to and from this Bank Account. This Bank Account must be located at bank branch in the United States or Canada and held in the name of the business. Customers are responsible for the accuracy and correctness of information regarding Customer's Bank Account. Funds for any given transaction will not be transferred to Customer's Bank Account until the transaction is deemed complete. Transactions will be deemed complete when Provider has received funds settling from the Card Networks and when Provider or Provider's TPSPs have accepted such funds. The actual timing of the transfers to Customer's Bank Account of the settling funds will be subject to the Payout Schedule.

28. **Transaction History.** After each payout of card settlement funds to Customer's Bank Account, Provider will update information in Customer's Momentus Payments Sub-Merchant Account to reflect settlement. Information regarding Customer's card transactions processed and settled with the Services ("**Transaction History**") will be available to Customer when Customer logs into to Provider's website using Customer's Momentus Payments Sub-Merchant Account. Provider will give a minimum of one (1) year of Transaction History on Provider's website. Except as required by law, Customer are solely responsible for compiling and retaining permanent records of all transactions and other Data associated with Customer's Momentus Payments Sub-Merchant Account, Customer's Transaction History, and

Customer's use of the Services. Provider is not responsible for maintaining Transaction History or other records in a manner consistent with Customer's record retention obligations; provided, however, Customer shall provide Provider with access to such Transaction History, in a timely manner and at Customer's expense, as reasonably requested by Provider in order to comply with Provider's obligations under this Payment Agreement and any other terms and agreements between the parties. Customer also grants Provider permission to share records or other information required with the cardholder, the cardholder's financial institution, and Customer's financial institution to help resolve any disputes.

29. **Reconciliations and Errors.** Customer's Transaction History will be available to Customer when Customer logs into the payments management dashboard. Except as required by law, Customer is solely responsible for reconciling Customer's Transaction History with Customer's actual card payment transactions. Customer agrees to notify Provider of any discrepancies arising from such reconciliation and verification. Provider will investigate any reported discrepancies and attempt to rectify any errors that Customer or Provider discover. In the event Provider determines that Customer is owed money as a result of the discrepancy, Provider will transfer funds to Customer's Bank Account in the next scheduled payout under the Payout Schedule. Customer's failure to notify Provider of an error or discrepancy in Customer's Transaction History within sixty (60) days of when it first appears on Customer's Transaction History will be deemed a waiver of any right to amounts owed to Customer in connection with any such error or discrepancy in processing Customer's card payments. If Customer submits or causes Provider to process transactions erroneously, Customer agrees to contact Provider immediately. Provider will investigate any reported errors and attempt to rectify any errors that Customer or Provider discovers by crediting or debiting Customer's Bank Account as appropriate, and Customer agrees to provide Provider with all information in Customer's possession, in a timely manner and at Customer's expense, regarding such errors in order for Provider to complete an investigation. For any error or reconciliation resulting in funds owed to Provider, Customer are immediately liable to Provider for the full amount of the reconciliation or error plus any associated fees, costs, expenses, fines, or penalties (including those assessed by Provider's TPSPs). Provider will deduct the reconciliation or error amount (including any applicable any associated fees, costs, expenses, fines, or penalties (including those assessed by Provider's TPSPs)) from settlement funds owed to Customer from the processing of other transactions. If the settlement amounts from such other transactions are not sufficient to satisfy the foregoing obligations to Provider, Customer agrees that Provider may exercise such rights as are provided in this Payment Agreement to recover any such outstanding obligations. Customer is solely responsible for accepting and processing reconciliations and errors related to Customer's products and services; Provider has no responsibility or obligation for processing such reconciliations and errors. Customer may also be responsible for any fees incurred by Provider to resolve any errors. Customer also grants Provider permission to share records or other information required with the cardholder, the cardholder's financial institution, and Customer's financial institution to help resolve any disputes. Customer's failure to notify Provider of a processing error within sixty (60) days of when it first appears on Customer's electronic Transaction History or Customer's failure to provide Provider with requested information will be deemed a waiver of any right to amounts owed to Customer.

30. **Refunds and Returns.** By accepting this Payment Agreement, Customer agrees to submit any and all refunds and adjustments for returns of Customer's products and services through the Momentus Payment Service's platform to the cardholder's card in accordance with the terms of this Payment Agreement and Network Rules. Network Rules require that Customer will: (a) maintain a fair return, cancellation, or adjustment policy; (b) disclose Customer's return or cancellation policy to customers at the time of purchase; (c) not give cash refunds to a customer in connection with a card sale, unless required by law; and (d) not accept cash or any other item of value for preparing a card sale refund. Full refunds must be for the exact dollar amount of the original transaction including tax, handling charges, and other. The refund amount may not exceed the original sale amount except by an amount equal to any reimbursements to customer for postage costs incurred for product returns. Customer will use best efforts to process all refunds within sixty (60) days after the original transaction date, and Customer acknowledges that refunds processed

after that time may not be capable of being processed. For processed refunds, Customer is immediately liable to Provider for the full amount of the refund plus any associated Fees, costs, expenses, fines, or penalties (including those assessed by Provider's TPSPs). Provider will deduct the refund amount (including any applicable any associated Fees, costs, expenses, fines, or penalties (including those assessed by Provider's TPSPs)) from settlement funds owed to Customer from the processing of other transactions. If the settlement amounts from such other transactions are not sufficient to satisfy the foregoing obligations to Provider, Customer agrees that Provider may exercise such rights as are provided in this Payment Agreement to recover any such outstanding obligations. Customer is solely responsible for accepting and processing returns of Customer's products and services; Provider has no responsibility or obligation for processing such returns.

31. **Chargebacks.** A Chargeback is typically caused when a customer disputes a charge that appears on their bill. A Chargeback may result in the Reversal of a transaction, with the amount charged back to Customer. Customer can be assessed Chargebacks for: (a) customer disputes; (b) unauthorized or improperly authorized transactions; (c) transactions that do not comply with Network Rules, this Payment Agreement, any TPSP Agreement, or any other Provider agreement or terms; (d) transactions that are allegedly unlawful (e.g. as a result of fraud, phishing, or other illegal activity) or suspicious; or (e) any Reversals for any reason by Provider's TPSPs or the cardholder's bank. When a Chargeback is issued, Customer is immediately liable to Provider for the full amount of the Chargeback plus any associated Fees, costs, expenses, fines, or penalties (including those assessed by Provider's TPSPs). Provider will deduct the Chargeback amount (including any applicable associated Fees, costs, expenses, fines, or penalties (including those assessed by Provider's TPSPs)) from settlement funds owed to Customer from the processing of other transactions. If the settlement amounts from such other transactions are not sufficient to satisfy the foregoing obligations to Provider, Customer agrees that Provider may exercise such rights as are provided in this Payment Agreement to recover any such outstanding obligations. Further, if Provider reasonably believes that a Chargeback is likely with respect to any transaction, Provider may withhold the amount of the potential Chargeback from payments otherwise due to Customer under this Payment Agreement until such time that: (i) a Chargeback is assessed due to a customer's complaint, in which case Provider will retain the funds; (ii) the period of time under applicable law or regulation by which the customer may dispute that the transaction has expired; or (iii) Provider determines that a Chargeback on the transaction will not occur.

32. **Contesting Customer's Chargebacks.** Customer or Provider, on Customer's behalf, may elect to contest Chargebacks assessed to Customer's Momentum Payments Sub-Merchant Account. Provider may provide Customer with assistance including notifications and software to help contest Customer's Chargebacks. Provider does not assume any liability for Provider's role or assistance, or lack thereof, in contesting Chargebacks. Customer agrees to provide Provider with the necessary information, in a timely manner and at Customer's expense, to investigate or help resolve any Chargeback. Customer also grants Provider permission to share records or other information required with the cardholder, the cardholder's financial institution, and Customer's financial institution to help resolve any disputes. Customer acknowledges that Customer's failure to provide Provider with complete and accurate information in a timely manner may result in an irreversible Chargeback being assessed. If the cardholder's issuing bank or Provider's TPSPs do not resolve a dispute in Customer's favor, Provider may recover the Chargeback amount and any associated fees from Customer as described in this Payment Agreement. Provider reserves the right, upon notice to Customer, to charge a Fee for mediating or investigating Chargeback disputes.

33. **Excessive Chargebacks.** At any point, Provider or Provider's TPSPs may determine that Customer is incurring excessive Chargebacks. Excessive Chargebacks may result in additional fees, penalties, or fines. Excessive Chargebacks may also result in: (a) additional controls and restrictions to Customer's use of the Momentum Payment Services, including without limitation, (i) establishment, or increases in the required funding, of reserve amounts, (ii) increases to Customer's applicable Fees, or (iii) delays in Customer's

Payout Schedule; or (b) possible suspension or termination of Customer's Momentum Payments Sub-Merchant Account and access to the Momentum Payment Services. Provider's TPSPs may also place additional controls or restrictions on Customer as part of their own monitoring programs for merchants with excessive Chargebacks.

34. **Collection and Recovery Rights.** To the extent permitted by law, Provider may collect any obligations Customer or any of Customer's affiliates, subsidiaries, predecessors, successors, assigns, and/or owners who own twenty-five percent (25%) or more of Customer's business, owe Provider under this Payment Agreement by deducting the corresponding amounts from funds payable to Customer arising from the settlement of transactions. Fees, costs, expenses, fines, or penalties (including those assessed by Provider's TPSPs) associated with a particular transaction may be assessed at the time such a transaction is processed and will be first deducted from the funds received for such transactions. If the settlement amounts from any particular transaction are not sufficient to meet Customer's current and past obligations to Provider, Provider may seek to recover any outstanding amounts that Customer owe Provider by: (a) deducting such amounts from funds payable to Customer arising from the settlement of other transactions; (b) charging or debiting such amounts to the credit card or Bank Account card registered in Customer's Momentum Payments Sub-Merchant Account; (c) deducting such amounts from any reserve amounts established by Provider or a TPSP; and/or (d) otherwise setting off such amounts against any amounts owed to Customer by Provider. If the amounts recovered following Provider's exercise of any, or all, of the foregoing remedies are insufficient to satisfy Customer's liability to Provider, Customer agrees to pay Provider any outstanding amount owed to Provider immediately upon demand. Notwithstanding the foregoing, Provider shall be under no obligation to exercise any, or all, of the remedies described in this Payment Agreement and may instead issue a demand for the full amount of Customer's outstanding obligations.

35. **Security Interest; Guarantee.** Customer, and any of Customer's direct affiliates, subsidiaries, predecessors, successors, assigns and/or owners who own twenty-five percent (25%) or more of Customer's business, grant Provider a lien and security interest in any reserve amounts, all card transactions (including future card transactions), any rights to receive credits or payments under this Payment Agreement, and all deposits and other property of Customer possessed or maintained by Provider on Customer's behalf. Customer will execute, deliver, and pay the costs and expenses for any documents Provider requests to create, perfect, maintain, and enforce this security interest.

36. **Term & Termination.** This Payments Agreement commences on the Effective Date and continues until all subscriptions pursuant to any Order Form have expired in accordance with the stated subscription end date or have been terminated in accordance with the terms of this Payment Agreement.

Customer may terminate the Momentum Payment Services titled on any **Order Form - Platform - In-House Processing** and this Payment Agreement by closing Customer's Momentum Payments Sub-Merchant Account at any time by following the instructions on Provider's website in Customer's Momentum Payments Sub-Merchant Account profile. Customer may terminate the Momentum Payment Services titled on any **Order Form - Platform - Third Party Gateway** for cause upon thirty (30) days' written notice to Provider of a material breach if such breach remains uncured at the expiration of such period.

Provider may terminate the provision of the Momentum Payment Services under this Payment Agreement and close Customer's Momentum Payments Sub-Merchant Account at any time for any reason effective upon providing Customer written notice. Termination of this Payment Agreement shall not impact or affect any other Service mutually agreed on any Order Form and those subscriptions shall continue in accordance with their respective contract term lengths. Provider may also suspend or terminate Customer's Momentum Payments Sub-Merchant Account and Customer's access to the Momentum Payment Services and any funds in Customer's Momentum Payments Sub-Merchant Account if: (a) Provider determines in Provider's sole

discretion that Customer are ineligible for the Momentum Payment Services because of the risk associated with Customer's Momentum Payments Sub-Merchant Account, including without limitation significant credit or fraud risk, or for any other reason; (b) Customer does not comply with any of this Payment Agreement, any TPSP Agreement, any other Provider agreement or terms, Network Rules, or any other applicable law, rule, or regulation; or (c) upon request of a TPSP, or Card Network.

37. **Effects of Termination.** Upon termination and closing of Customer's Momentum Payments Sub-Merchant Account, Provider will immediately discontinue Customer's access to the Momentum Payment Services. Customer agrees to complete all pending transactions, stop accepting new transactions through the Momentum Payment Services, and immediately remove all Provider and TPSP logos from Customer's site (unless otherwise permitted to do so under a separate license from the TPSP). Customer will not be refunded the remainder of any Fees that Customer has paid for the Momentum Payment Services if Customer's access to or use of the Momentum Payment Services is terminated or suspended. Any funds in Provider's custody will be paid Provider to Customer subject to the terms of Customer's Payout Schedule and subject to any offset rights Provider may have based on funds or Fees owed to Provider. Termination does not relieve Customer of Customer's obligations as defined in this Payment Agreement, any TPSP Agreement, or any other Provider agreement or terms, and Provider may elect to continue to hold any funds deemed necessary pending resolution of any other terms or obligations defined in this Payment Agreement, any TPSP Agreement, or any other Provider agreement or terms, including but not limited to refunds, returns, Reversals, Chargebacks, Fees, or other investigations or proceedings. Additionally, any obligation of the parties in this Payment Agreement that, by its nature, should survive termination or expiration of this Payment Agreement, will survive any expiration or termination of this Payment Agreement. Upon termination Customer agrees to: (a) immediately cease Customer's use of the Momentum Payment Services; (b) discontinue use of any Provider or other trademarks licensed under this Payment Agreement, any TPSP Agreement, or Master Agreement; (c) immediately remove any Provider references and logos from Customer's site; and (d) promptly return all Provider Confidential Information. In addition, upon termination Customer understands and agrees that: (i) Provider reserves the right (but has no obligation) to delete all of Customer's information and Momentum Payments Sub-Merchant Account Data stored on Provider's servers; (ii) Provider will not be liable to Customer for compensation, reimbursement, or damages in connection with Customer's use of the Momentum Payment Services, or any termination or suspension of the Momentum Payment Services or deletion of Customer's information or Momentum Payments Sub-Merchant Account Data; and (iii) Customer is still liable to Provider for any refunds, returns, Reversals, Chargebacks, Fees, or other amounts incurred by Customer or through Customer's use of the Momentum Payment Services prior to termination.

38. **Customer's Liability.** Customer is responsible for all Reversals, Chargebacks, claims, Fees, costs, expenses, fines, penalties, attorneys' fees, and other liability arising from its transactions with its customers, relating to Customer's use of the Momentum Payment Services, or Customer's breach of this Payment Agreement or any TPSP Agreement. Customer is responsible for any unauthorized or suspected unauthorized use of Customer's account, the use of lost or stolen cards and/or ACH account details to purchase products or services from Customer's business and implementing Security Controls that are appropriate for Customer's business. Customer agrees to reimburse Customer's customer(s), Provider, Provider's TPSPs, and any third party designated by Provider or Provider's TPSPs for any and all such liability. Provider will have the final decision-making authority with respect to claims, including without limitation claims for refunds for purchased items that are made to Provider by Customer or Customer's customers. Customer will be required to reimburse Provider for Customer's liability. Customer's liability will include the full purchase price of the item (and in some cases Customer may not receive the item back). Customer will not receive a refund of any Fees paid to Provider. If Customer is liable for any obligations to Provider or Provider under this Payment Agreement, Provider may recover any such amounts that Customer owes Provider from settlement funds owed to Customer from the processing of transactions. If

the settlement amounts from such transactions are not sufficient to satisfy Customer's obligations to Provider or Provider, Customer agrees that Provider may exercise any rights in this Payment Agreement to recover any such outstanding obligations. Customer will be liable to Provider for all costs associated with collection in addition to the amount owed, including, without limitation attorneys' fees and expenses, costs of any arbitration or court proceeding, collection agency fees, and any applicable interest. In addition to those indemnification obligations under Section 11.3 of the Master Agreement, Customer shall indemnify, defend, and hold harmless Provider and its Affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a "**Provider Indemnitee**") from and against any and all Losses (as defined below) incurred by such Provider Indemnitee resulting from any action by a third party (other than an Affiliate of a Provider Indemnitee) arise out of or result from, or are alleged to arise out of or result from: (a) arising from Customer's use of the Momentum Payment Services in an unlawful manner or in violation of the Payment Agreement, the Documentation, Order Form, TPSP Agreements, or the Stripe Services Agreement; and (b) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under this Agreement. "Losses" means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers

39. Representations and Warranties. Customer represents and warrants to Provider that: (a) if Customer is a natural person, Customer is at least eighteen (18) years of age; (b) Customer is eligible to register and use the Momentum Payment Services and has the right, power, and ability to enter into and perform under this Payment Agreement; (c) the name and information identified by Customer in its registration are true and correct and is Customer's name or business name under which Customer sells products and services; (d) any transaction submitted by Customer will represent a bona fide transaction for permitted products or services, or a charitable donation; (e) any transactions submitted by Customer will accurately describe the products or services sold and delivered to a purchaser, or a donation received for the purpose accurately described on Customer's site; (f) Customer will fulfill all of Customer's obligations to each customer for which Customer submit a transaction and will resolve any consumer dispute or complaint directly with the purchaser; (g) Customer and all transactions initiated by Customer will comply with all federal, state, and local laws, rules, and regulations applicable to Customer's business, including any applicable tax laws and regulations; (h) except in the ordinary course of business, no transaction submitted by Customer through the Momentum Payment Services will represent a sale to any principal, partner, proprietor, or owner of Customer's entity; (i) Customer will not use the Momentum Payment Services, directly or indirectly, for any fraudulent or illegal undertaking, or in any manner so as to interfere with the normal operation of the Momentum Payment Services; (j) Customer is not (i) listed on the U.S. Department of Treasury, Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons List (available at www.treas.gov/ofac), (ii) listed on the U.S. Department of State's Terrorist Exclusion List (available at www.state.gov), or (iii) located in or operating under a license issued by a jurisdiction identified by the U.S. Department of State as a sponsor of international terrorism, by the U.S. Secretary of the Treasury as warranting special measures due to money laundering concerns, or as noncooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization of which the United States is a member; and (k) that Customer has provided a complete and accurate list/description of Customer's business and personal information used to register Customer's Provider account, the services and products Customer offers, and the industry in which Customer conducts business. In the event of any change to the foregoing representations and warranties, Customer hereby agrees to provide Provider with prompt notice detailing such change, as well as any other pertinent information requested by Provider regarding such change. Providing false or misleading information to Provider or violation of any of the foregoing or other representations and warranties in this Payment Agreement will be considered a violation of this Payment Agreement.

40. **Limitation of Liability and Damages.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS PAYMENT AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES CUSTOMER PAID TO PROVIDER (EXCLUDING ALL PASS-THROUGH FEES LEVIED BY STRIPE AND ANY OTHER THIRD-PARTY PAYMENT PROVIDERS OR PARTNERS) DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S OR ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER ANY APPLICABLE ORDER FORM, OR LIMIT EITHER PARTY'S: (1) OBLIGATIONS NOT TO INFRINGE ON THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (2) INDEMNIFICATION OBLIGATIONS, (3) CUSTOMER'S LIABILITY UNDER SECTION 38 OF THIS PAYMENT AGREEMENT OR (4) LIABILITY ASSOCIATED WITH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

41. **Limitation on Time to File Actions, Disputes, and Claims.** ANY CAUSE OF ACTION, DISPUTE, OR CLAIM CUSTOMER MAY HAVE ARISING OUT OF OR RELATING TO THIS PAYMENT AGREEMENT OR THE MOMENTUS PAYMENT SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION, DISPUTE, OR CLAIM ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION, DISPUTE, OR CLAIM IS PERMANENTLY BARRED.

42. **Waiver and Severability.** No waiver of by Provider of any term or condition set forth in this Payment Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition and any failure of Provider to assert a right or provision under this Payment Agreement shall not constitute a waiver of such right or provision. If any provision of this Payment Agreement (or portion thereof) is held to be invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

43. **Right to Amend.** Provider has the right to change or add to the terms of this Payment Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Momentus Payment Services, Provider fees or charges, or software with or without notice that Provider deems in its sole discretion to be reasonable in the circumstances, such as Provider's website or any other website maintained or owned by Provider. Any use of the Momentus Payment Services or software after publication of any such changes shall constitute Customer's acceptance of this Payment Agreement as modified.