

PROGRAMMATIC ADVERTISING ADDENDUM

This Programmatic Advertising Addendum ("**Programmatic Advertising Addendum**") is by and between the Sub-Merchant as named in the Till Payments, LLC Application and Sub-Merchant Agreement ("**Agreement**") that applies to participate in Transactions using Till Payments' processing products ("**Sub-Merchant**") and Till Payments, LLC with its principal place of business at 3133 W Frye Road, Suite 101, Chandler, Arizona 85226 ("**Till Payments**"), each of which may be referred to individually as a "**Party**" or collectively as "**Parties**." In the event of a conflict between the Agreement and this Addendum, the provisions of this Addendum shall prevail

Till Payments and Sub-Merchant hereby agree as follows:

I. **Pursuant to the Agreement, Till Payments provides software and a related payment facilitation platform for payment processing. In consideration of the fees defined herein, Till Payments shall also provide certain Programmatic Advertising services to Sub-Merchant in accordance with the terms herein.**

1. **Programmatic Advertising Services.** The "Programmatic Advertising Services" shall include the development, deployment, activation, and management of digital signage networks (each, a "**Network**"), consisting of all certain software, databases, media devices, user materials and all other intellectual property needed to make a Network fully operational, including a programmatic mediation layer and digital signage control software (collectively, the "**Technology**"). The Programmatic Advertising Services shall be provided by a third-party partner ("**Third Party Partner**").
2. **License; License Restrictions.** Sub-Merchant hereby grants to Till Payments and Third Party Partner a license to place the Programmatic Advertising equipment ("**Equipment**") at the Sub-Merchant premises. Sub-Merchant may use the Equipment in accordance with the terms hereof for on-demand marketing, community information and advertising and no other use. Sub-Merchant may not sub-license, resell, transfer or make the Equipment available to or use the Equipment on behalf of any third party. Sub-Merchant may not modify, reverse engineer, decompile or attempt to expose the source code of the Equipment or software. Sub-Merchant may not publish or disclose to any third party any benchmarking or comparative analysis of the Equipment or software. Except for the limited license rights expressly granted to Sub-Merchant hereunder, Third Party Partner and its licensors reserve and retain all right, title and interest to the Equipment and related software.
3. **Sub-Merchant Obligations.** Sub-Merchant will comply with all applicable laws, rules and regulations ("**Applicable Laws**") in connection with its receipt of the Programmatic Advertising Services. Sub-Merchant is solely responsible for ensuring that its use of the Programmatic Advertising Services does not violate Applicable Laws of the jurisdictions in which Sub-Merchant does business, or any third-party rights. Sub-Merchant will use the Programmatic Advertising Services for its internal business purposes only and will not use the Programmatic Advertising Services for purposes not contemplated by this Programmatic Advertising Addendum or in any other way where such use may cause Sub-Merchant to violate any Applicable Law. Sub-Merchant's receipt of the Programmatic Advertising Services does not modify Sub-Merchant's liabilities or obligations under the Agreement.

Sub-Merchant agrees to (a) provide Third Party Partner with all information and data reasonably required by Third Party Partner to perform the Programmatic Advertising Services (b) maintain all Third Party Partner related transaction records and other records required by law or regulation (c) comply with all federal, state and local laws and regulations relating to this Addendum, (d) provide a site survey, (e) secure and protect the premises where the Equipment is kept, (f) not block the line of sight of the digital displays or inhibit the full functions of the digital display hardware, (g) not un-plug the digital display hardware and to inform Third Party Partner if power has been halted to the digital display equipment, (h) keep and maintain the premises and the surrounding area, including any Equipment installed therein or thereabout, neat, clean, free of debris and trash, and in good order and repair and in an attractive and clean condition, (i) allow Till Payments or Third Party Partner access to the Equipment, (j) notify Till Payments or Third Party Partner if it notices issues with any Equipment, (k) not attempt to repair any Equipment without authorization from Till Payments or Third Party Partner (Sub-Merchant shall be fully liable for any damage to Equipment caused by unauthorized attempt to repair). Sub-Merchant acknowledges that neither Till Payments nor Third Party Partner are responsible for Sub-Merchant's compliance with Applicable Laws and agrees to wholly indemnify Till Payments and Third Party Partner for all related liabilities. Sub-Merchant shall arrange directly with local utilities for utility and internet service providers and shall pay all costs required to establish such service and the cost of all services furnished to and/or consumed by the Equipment.

4. **Content.** Till Payments or Third Party Partner shall use commercially reasonable efforts to obtain paid advertisements; provided, however, that if such paid advertising is not available after using commercially reasonable efforts, Till Payments or Third Party Partner may advertise unpaid information until such time as paid advertising is available to replace it.
5. **Indemnification.** Without limiting the Agreement, Sub-Merchant will defend, indemnify and hold harmless Till Payments, Third Party Partner, its officers, directors and employees against any Claim relating to: (a) any violation by Sub-Merchant of Section 2 above; or (b) Sub-Merchant's misuse of the Programmatic Advertising Services.
6. **Infringement Options.** If the use of the Programmatic Advertising Services by Sub-Merchant has become, or in Till Payments' opinion is likely to become, the subject of any Claim, Till Payments may at its option and expense: (i) procure for Sub-Merchant the right to continue using the Programmatic Advertising Services as set forth herein; (ii) modify the Programmatic Advertising Services to make it non-infringing; or (iii) if the foregoing options are not reasonably practicable, terminate this Addendum and refund Sub-Merchant any unused pre-paid Fees. Till Payments will have no liability or obligation with respect to any Claim to the extent such Claim is caused by the combination, operation or use of the Programmatic Advertising Services with other applications, portions of applications, products or services where the Programmatic Advertising Services would not by itself be infringing. This Section states Till Payments' entire and exclusive obligation, and Sub-Merchant's exclusive remedy, for any claim of any nature related to the subject matter described in this Section.
7. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PROGRAMMATIC ADVERTISING SERVICE AND ALL RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ANY PROMISES CONTAINED IN THIS ADDENDUM ARE IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. NEITHER TILL PAYMENTS NOR THIRD PARTY PARTNER ASSUME ANY LIABILITY WHATSOEVER TO SUB-MERCHANT FOR ANY LOST BUSINESS OR OTHER DAMAGES, REAL OR CONSTRUCTIVE, WHETHER

ARISING FROM PRODUCTION ERRORS OR SHIPMENT AND DELIVERY DELAYS. NEITHER TILL PAYMENTS NOR THIRD PARTY PARTNER REPRESENTS THAT THE PROGRAMMATIC ADVERTISING SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR MEET SUB-MERCHANT'S REQUIREMENTS OR THAT THE ANALYTICAL RESULTS WILL BE ACCURATE OR COMPLETE. SUB-MERCHANT ACKNOWLEDGES THAT THE FUNCTIONALITY AND INTERFACES OF THE PROGRAMMATIC ADVERTISING SERVICES MAY CHANGE OVER TIME.

8. **Limitation of Liability.** Except as described in this paragraph, under no circumstances and under no legal theory, whether in tort, contract, or otherwise, will Till Payments or Third Party Partner be liable to the other for any indirect, special, incidental, consequential, or punitive damages of any character, including damages for loss of goodwill, lost profits, lost sales or business, work stoppage, computer failure or malfunction, lost data, or for any and all other similar damages or losses, even if such Party has been advised, knew or should have known, of the possibility of such damages. Further, neither Till Payments nor Third Party Partner will have liability or obligation with respect to any Claim to the extent such Claim is caused by use of the Programmatic Advertising Services by Sub-Merchant that is not in accordance with this Addendum. Notwithstanding anything to the contrary, in no event shall Till Payments' nor Third Party Partner's liability under this Addendum exceed the replacement cost of products deemed defective or \$500, whichever is less.
9. **Fees; Residual Payments; Operating Expenses.** Sub-Merchant shall be responsible for fees for wi-fi access and electrical usage required to support equipment for the Programmatic Advertising services. In consideration of the terms hereof, Sub-Merchant shall receive a percentage of the net revenue actually received by Till Payments in respect of advertising displayed on the Equipment ("Net Revenue"). Net Revenue shall be the amount actually received by Till Payments in respect of advertising displayed on the Equipment less Till Payments' revenue share for the same. Sub-Merchant agrees to provide Till Payments or Third Party Partner an IRS Form W-9 upon request.
10. **Termination.** Notwithstanding anything to the contrary in the Agreement, Till Payments shall have the right to terminate this Addendum with or without cause upon thirty (30) day's prior written notice to the other party. Upon expiration or termination of this Addendum, all signage, décor, Equipment and related items shall be removed from the Sub-Merchant's location.
11. Except as otherwise provided in this Addendum, the terms of the Agreement shall remain in full force and effect, and all other terms and conditions in the Agreement shall apply. This Addendum shall have no force or effect unless and until signed by both Parties.