

## **Schedule D**

### **PCI Rapid Comply Service**

This Clover Security Service Schedule (**Schedule**) is attached to and subject to the terms of the Payment Solutions Agreement (**Agreement**) dated December 20, 2021 between SunTrust Merchant Services, LLC (**STMS**), Truist Bank (**Bank**), and South Carolina Treasurer (**STO**). The Services provided in this Schedule are provided by STMS and not Bank and Bank shall have no liability in connection with this Schedule. All capitalized terms in this Schedule shall have the same meaning as defined in the Agreement. In the event of a conflict between the Agreement and this Schedule, the terms of this Schedule will control except that the State Terms and Conditions incorporated into the Agreement shall control over the Schedule.

PCI Rapid Comply Service shall be used by all Participants to attest to the Participants PCI DSS compliance and to obtain necessary external vulnerability scanning. The STO shall have the ability to view compliance status of all Participants through this service.

**1. License Grant.** Subject to the terms of this Schedule D, we hereby grant to you a non-exclusive, non-transferable, non-assignable revocable sub-license to (i) access and use the PCI Rapid Comply Service solely for the benefit of you and only on a single computer or computer network owned or licensed by you, (ii) access and use the PCI Rapid Comply Service solely for its intended use and (iii) use all applicable end user documentation. Upon expiration or termination of the Agreement or this Schedule for any reason, your license shall automatically be revoked. Furthermore, your right to use or access the PCI Rapid Comply Service shall cease.

**2. Access.** You acknowledge and agree that, although you will generally have access to the PCI Rapid Comply Service twenty-four hours per day, seven days per week (except in the event of a force majeure event), access to customer accounts and certain other services may not be available on a continuous basis and the PCI Rapid Comply Service will be subject to periodic downtime to permit, among other things, hardware and/or software maintenance to take place.

**3. Data Disposal.** From time to time, your account data or information, which is over 180 days old, may be deleted, purged or otherwise disposed. In addition, only a limited amount of your account data or information may be available online. Therefore, you are advised to print and download your account data and information, for record keeping purposes, on a periodic basis. You specifically agree that we are authorized to delete or dispose of your data or information and shall not be responsible for the deletion or disposal of your data or information from the PCI Rapid Comply Service. You assume full responsibility to backup and/or otherwise protect your data against loss, damage or destruction prior to and during all phases of the PCI Rapid Comply Service, and to take appropriate measures to respond to any potential adverse impact of the systems or disruption of service.

**4. Copyrighted Material.** The PCI Rapid Comply Service (including the website), contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, and graphics. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, whether copyrighted, trademarked or proprietary, or otherwise. You may download copyrighted material solely for your own internal use as contemplated under this Schedule. Except as expressly provided by copyright law, any copying, redistribution, or publication must be with the express permission of the owner. In any copying, the redistribution or publication of copyrighted material and any changes to or deletion of author attribution or copyright notice is expressly prohibited.