

SCHEDULE J
CLOVER SERVICE

This Clover Service Schedule (**Schedule J**) 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.

In consideration of the mutual promises and covenants hereinafter contained in this Schedule J, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used herein have the meanings given to such terms as set forth in this Schedule J or as defined elsewhere in the Agreement.
“**Clover Marks**” means the names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations of Clover Network, Inc., an affiliate of STMS.
“**Clover Service**” means the website associated with the Clover Service, the object code version of Clover software applications (whether owned or licensed by Clover) resident on a Device at the time we provide you with the Device and the object code version of the software that enables the applications resident on a Device at the time of provisioning, and any related updates (including software maintenance or bug fixes) and any materials, documentation and derivative works released by STMS from time to time. For the avoidance of doubt, the term software in the preceding sentence does not include any software that may be obtained by you separately from the Clover Service (e.g., any applications downloaded by you through an application marketplace). The Clover Service is deemed part of the “Services,” as defined in and provided under the Agreement.
“**Customer**” means a Person who makes a purchase of goods or services from you, for which you use the Clover Service.
“**Customer Information**” means information about your Customers (e.g., name, mailing address, e-mail address, telephone number) obtained in connection with your use of the Clover Service.
“**Device**” means a tablet, smartphone, or other mobile or fixed form factor identified by STMS from time to time as compatible with and capable of supporting the Clover Service.
“**Third Party Services**” means the services, products, promotions or applications provided by someone other than STMS.
2. **License Grant.** During the term of this Schedule J, Processor grants you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense or assign in any way, to access and use the Clover Service for your internal business use solely in the United States to manage your establishment and conduct associated point of sale activities in accordance with this Schedule J.
3. **Restrictions.** You shall not and shall not permit any third party to: (a) access or attempt to access the Clover Service (or any part) that is not intended to be available to you; (b) access or use (in any format) the Clover Service (or any part) through any time-sharing service, service bureau, network, consortium, or other means; (c) without Clover’s written consent, use, ship, or access the Clover Service (or any part) outside or from outside of the United States; (d) perform or attempt to perform any actions that would interfere with the proper working of the Clover Service, prevent access to or use of the Clover Service by other users, or in our reasonable judgment, impose a large load on our infrastructure, network capability or bandwidth; or (e) use the Clover Service (or any part) except as permitted in this Schedule J.
4. **Clover Service Requirements and Limitations.**
 - 4.1 You may access the Clover Service through your Device using a wired (ethernet) or wireless (wifi or cellular) connection to the Internet. You are solely responsible for the payment of any fees that may be imposed by your Internet/data provider. Your use of the Clover Service may be subject to: (a) the terms of any agreements you have with your Internet/data provider; and (b) the availability, transmission range and uptime of the services and any wireless equipment provided by your internet/data provider.
 - 4.2 You may use the Clover Service to conduct point of sale activities offline. Transactions initiated offline will be

queued and submitted for authorization when Internet connectivity to the Clover System is restored. You assume all risk, responsibility and liability associated with any transaction that you choose to conduct while the Clover Service is offline.

- 4.3 The Clover Service does not function with every mobile device. Processor may alter which Devices are approved as compatible with the Clover Service in our discretion.
- 4.4 The default version and functionality of Clover software applications that are accessible at the time you acquire a Device may vary.
- 4.5 We may perform maintenance on the Clover Service from time to time which may result in service interruptions, delays, or errors. We will not be liable for any such interruptions, delays or errors. We may contact you in order to assist you with the Clover Service and obtain information needed to identify and fix any errors.
- 4.6 You shall at all times comply with any operating procedures, requirements, or guidelines regarding your use of the Clover Service that are posted on the Clover website or otherwise provided or made available to you (collectively, "**Clover Ops Guide**").

5. Communicating with Customers through the Clover Service.

- 5.1 Each of your Customers who desires to receive marketing materials, transaction receipts or other communications from you via text message or email must (a) give his appropriate consent in writing or (b) enter his phone number or email address in the appropriate space on the Device and provide such consent via a check box himself on the Device; you are NOT permitted to add or modify a Customer's consent indication on behalf of your Customer.
- 5.2 You (or your agents acting on your behalf) may only send marketing materials or other communications to a Customer's provided phone number, street address, and/or email address if the Customer has specifically consented by checking (himself) the applicable box displayed on the Device.
- 5.3 NOTWITHSTANDING THE CAPABILITY OF THE CLOVER SERVICE TO COLLECT AND STORE CUSTOMER INFORMATION AND TO ALLOW YOUR CUSTOMERS TO ELECT TO RECEIVE MARKETING MATERIALS FROM YOU, SOME STATES MAY LIMIT YOUR USE OF SUCH INFORMATION ONCE COLLECTED AND/OR YOUR DISCLOSURE OF SUCH INFORMATION TO THIRD PARTIES, EVEN IF THE CUSTOMER HAS PROVIDED HIS CONSENT. YOU AGREE THAT (A) YOUR USE OF CUSTOMER INFORMATION OBTAINED IN CONNECTION WITH THE CLOVER SERVICE MAY BE SUBJECT TO LOCAL, STATE, AND/OR FEDERAL LAWS, RULES, AND REGULATIONS, (B) YOU ARE SOLELY RESPONSIBLE FOR KNOWING SUCH LAWS, RULES, AND REGULATIONS, AND (C) YOU WILL AT ALL TIME STRICTLY COMPLY WITH ALL SUCH LAWS, RULES, AND REGULATIONS.

- 5.4 You shall provide and obtain any disclosures and consents related to the E-SIGN Act that may be required in connection with your communications and agreements with your Customers through the Clover Service.

6. Fees.

- 6.1 **Clover Service Fees.** You shall pay Processor the fees for Clover Service as set forth in Schedule B.
- 6.2 **Processing Fees.** Processing fees for transactions processed in connection with the use of the Clover Service are the same as for non-Clover Service transactions, which are set forth in Schedule B.

7. Equipment.

- 7.1 Except as otherwise stated in this Section 9, the terms in the Agreement pertaining to the purchase or rental of equipment will apply to any Device or other equipment or peripherals compatible with or capable of supporting the Clover Service that you purchase or rent from us (collectively, the "**Clover Equipment**"). Accordingly, the term "Equipment" and the word "terminal" as such term or word is used in the Agreement each means the "Clover Equipment". The term "Software" as such term is used in the Agreement means only the software, computer programs, related documentation, technology, know-how and processes embodied in the Clover Equipment by a Vendor (e.g., firmware) or provided in connection with the Clover Equipment by a Vendor. For the avoidance of doubt, (a) the term "Software" as that term is used in the Agreement does not include any software that is a part of the Clover Service; and (b) the terms in the "Additional Equipment Information – Purchased Equipment" of the Agreement (if part of your Agreement) do not apply to any Clover Equipment. Your usage rights, restrictions and responsibilities with respect to any software that is a part of the Clover Service are governed by the terms of this Schedule J.
- 7.2 None of the warranty terms in the Agreement apply to the Clover Station tablet and receipt printer (collectively, the "**Covered Hardware**"). Instead, we warrant that the Covered Hardware will be free from manufacturer induced defects in materials or workmanship for a one (1) year period beginning on the date of shipment by us or our designee to you for Covered Hardware you purchase or rent from us (in each case, a "Limited Warranty"). We do not warrant that the operation of Covered Hardware will be uninterrupted or error free.
- 7.3 The Limited Warranty does not apply to any software or any peripherals used in connection with the Covered Hardware.
- 7.4 The Limited Warranty does not cover damage to, or accident or misuse of, the Covered Hardware (which may include, but is not limited to: damage resulting from smashed or cracked units or screens; extraneous

materials (e.g., cat hair, soil, dust) in the interior of the unit; contact with liquids; missing unit covers; fire damage; melted or burnt units; cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; improper or inadequate maintenance by you (or any of your agents or vendors other than us or our Affiliates); or, other visible damage, or, any other breach by you of the applicable purchase, rental or lease terms for the Covered Hardware. The Limited Warranty also does not apply to defects or damage resulting from your or any third party supplied software, interfacing or supplies; negligence; accident; acts of nature such as flood or lightning damage; loss or damage in transit; improper site preparation by you (or any of your agents or vendors other than us or our Affiliates); failure by you (or any of your agents or vendors other than us or our Affiliates) to follow written instructions on proper use; unauthorized modification or repair, or, normal wear and tear. If the Covered Hardware should otherwise become defective as a result of manufacturer induced defects or workmanship within the Limited Warranty period, we will repair or replace defective equipment covered under the Limited Warranty free of charge with new or refurbished equipment (except that applicable call tag and shipping charges will apply). Please notify and follow Clover's support center instructions to return defective equipment. Replacement hardware will be warranted for the remainder of the Limited Warranty period. This Limited Warranty is non-transferable by you.

7.5 Notwithstanding the Limited Warranty, it may be necessary or desirable for you to upgrade your Covered Hardware or purchase, rent or lease, as applicable, new Clover Equipment from time to time, and you will be charged for any such upgraded or new equipment. If damage or defects are not covered under the Limited Warranty (e.g., no trouble found, no trouble found plus cosmetic refurbishment, repair, replacement, beyond economic repair/scrap), applicable fees will apply.

8. **Term and Termination.** This Schedule J becomes effective on the day STMS begins providing the Clover Service to you and shall end when terminated as set forth herein. For the avoidance of doubt, except as set forth below, termination of this Schedule J will not terminate the Agreement. This Schedule J may be terminated at any time by either party upon thirty (30) days' written notice to the other party. Notwithstanding the foregoing sentence, upon as much advance notice as is commercially practicable, we may suspend the Clover Service or terminate this Schedule J if (a) we determine that you are using Clover Service for any fraudulent, illegal, or unauthorized purpose, (b) you violate the terms of this Schedule J or an Event of Default occurs under the Agreement, (c) we terminate our agreement with any third parties that are involved in providing the Clover Service, or (d) Processor otherwise decides to discontinue providing the Clover Service. You acknowledge and agree that an occurrence of (a) or (b) above may be deemed an

Event of Default under the Agreement, thereby affording STMS and Bank all rights and remedies as set forth in the Agreement triggered by such an Event of Default, which may include immediate termination of the Agreement (and this Schedule J) without notice. This Schedule J will terminate automatically upon the termination of the Agreement.

9. **Third Party Services.** The Clover Service may contain links to Third Party Services (e.g., an application marketplace). If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions associated with Third Party Services (including obtaining and maintaining any required third party hardware and/or software that is required for the Third Party Services to work with the Clover Service). Any access of or content downloaded or otherwise obtained through the use of Third Party Services is downloaded at your own risk. PROCESSOR WILL NOT BE RESPONSIBLE FOR ANY ACTIONS OR ANY FAILURES TO ACT OF ANY THIRD PARTY, AND EXPRESSLY DISCLAIMS ALL LIABILITY RELATED TO ANY THIRD PARTY SERVICES. PROCESSOR DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY STMS OF A THIRD PARTY SERVICE OR THIRD PARTY SERVICE ADVERTISED OR OFFERED THROUGH THE CLOVER SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING. PROCESSOR WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND PROVIDER OF THIRD PARTY SERVICES.

10. **Account Registration.** If and when prompted by our registration process to register and create a "Member" or "Merchant" account ("**Account**"), you agree to (a) provide true, accurate, current and complete information about yourself and/or your business, and (b) maintain and update this information to keep it true, accurate, current and complete. If any information provided by you is untrue, inaccurate, not current or incomplete, we have the right to terminate your Account and refuse any and all current or future use of the Clover Service.

11. **Privacy and Data Use.** All data collected from you at www.clover.com or in connection with your use of the Clover Service, including Customer Information and information about your business and employees used with or stored in or by the Clover Services (collectively, "**Account Data**"), is collected by Clover Network, Inc. and not STMS or Bank; therefore, the use and sharing of such Account Data is controlled by the Clover Network, Inc. Privacy Policy (available at https://www.clover.com/privacy_policy). You acknowledge and agree that we may access your Account Data upon our request to Clover, and our use of your Account Data is governed by the terms set forth in the Agreement.

12. **Protecting Information.**

12.1 You are solely responsible for ensuring that your account numbers, passwords, security questions and answers,

login details and any other security or access information used by you to use or access the Clover Service is kept safe and confidential. You must prevent unauthorized access to and use of any Account Data. You are responsible for all electronic communications sent to us or to any third party (including Clover Network, Inc.) containing Account Data and for all uses of the Clover Service or any software provided or approved by Processor to authenticate access to, and use of, the Clover Service and any software. Processor has the right to rely on user names, password and other signor credentials, access controls for the Clover Service or any software provided or approved by Processor to authenticate access to, and use of, the Clover Service and any software. You must immediately notify us if you become aware of any loss, theft or unauthorized use of any Account Data (see Clover Service support center contact information below). We reserve the right to deny you access to the Clover Service, in whole or in part, if we believe that any loss, theft or unauthorized use of any Account Data or access information has occurred.

12.2 You may submit comments or ideas about the Clover Service, including, without limitation, about how to improve the Clover Service. By submitting any idea, you agree that: (a) we expressly disclaim any confidentiality obligations or use restrictions, express or implied, with respect to any idea, (b) your submission will be non-confidential, and (c) we are free to use and disclose any idea on an unrestricted basis without notifying or compensating you. You release us from all liability and obligations that may arise from our receipt, review, use or disclosure of any portion of any idea.

13. **Accuracy of Information.** You are solely responsible for ensuring the accuracy, quality, integrity, legality and appropriateness of all information and data regarding your business that you provide to us or our service providers in connection with the Clover Service. In addition, if applicable, you are solely responsible for verifying that all information and data loaded onto a Device by us or our service providers at your request are accurate prior to your business use of such Device. We and our service providers disclaim any and all liability arising out of any inaccuracies with respect to any information or data you provide.

14. **Clover Service Disclaimer.** Intentionally omitted.

15. **Intellectual Property.**

15.1 All right, title and interest in and to all confidential information and intellectual property related to the Clover Service (including Clover Marks, all software, the content of any materials, web screens, layouts, processing techniques, procedures, algorithms, and methods and any updates, changes, alterations, or modifications to or derivative works from such intellectual property), owned, developed or licensed by us at any time or employed by us in connection with the Clover Service, shall be and will remain, as between us and you, our or our affiliates', vendors' or licensors' (as applicable) sole and exclusive property and all right, title and interest associated with the Clover Service not expressly granted by us in this Addendum are deemed withheld. You shall not use Clover Marks in any manner, including in any advertisements, displays, or press releases, without our prior written consent.

15.2 You shall not and shall not permit any third party to: (a) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas or algorithms of the Clover Service, (or any part), except to the extent that such restriction is expressly prohibited by law; (b) modify, translate, or alter in any manner, the Clover Service (or any part) or the Clover Marks; (c) create derivative works of or based on the Clover Service (or any part), or the Clover Marks; (d) except for backup and archival purposes, directly or indirectly copy the Clover Service (or any part); (e) republish, upload, post, transmit, disclose, or distribute (in any format) the Clover Service (or any part) except as permitted in this Addendum; or (f) remove, relocate, or otherwise alter any proprietary rights notices from the Clover Service (or any part) or Clover Marks.

15.3 If we provide you with copies of or access to any software or documentation, unless otherwise expressly stated in writing, that software and documentation is provided on a personal, non-exclusive, non-transferable, non-assignable, revocable limited license for the period of your subscription to the Clover Service and solely for you to access and use the software and documentation to receive the Clover Service for its intended purpose on systems owned or licensed by you.

15.4 You shall not take any action inconsistent with the stated title and ownership in this Section 15. You will not file any action, in any forum that challenges the ownership of any part of the Clover Service, any related software, materials or documentation. Failure to comply with this provision will constitute a material breach of this Schedule J. We have the right to immediately terminate this Schedule J and your access to and use of the Clover Service in the event of a challenge by you.

16. **Exclusion of certain liabilities.** You agree that we are not responsible for and will not be liable for:

- 16.1 Your failure to comply with all terms and conditions in this Addendum, including but not limited to the Clover Ops Guide;
- 16.2 Your use of any Customer Information obtained in connection with your use of the Clover Service;
- 16.3 The content or delivery of any marketing messages that you send or cause to be sent to any Customer phone number or email address collected through the use of the Clover Service; or
- 16.4 Any other party's access and/or use of the Clover Service with your user names, password, or any other sign on credentials/access controls for the Clover Service or any software provided by or approved by us to authenticate access to, and use of, the Clover Service and any software.

17. **Notices.** We may provide notices and other information regarding the Clover Service to you via the method(s) described in the Agreement or in Section 18 set forth below.

18. Consent to Electronic Communication.

- 18.1 You agree that STMS, its affiliates and its third party subcontractors and/or agents, may use, in addition to any live agent calls, an automatic telephone dialing system, an artificial or pre-recorded voice, or both, to contact you at the telephone number(s) you have provided, and/or may leave a detailed voice message if you are unable to be reached, even if the number provided is a cellular or wireless number or if you have

previously registered on a Do Not Call list or requested not be contacted for solicitation purposes.

- 18.2 You consent to receiving commercial electronic messages, including e-mail messages, SMS and text messages, and telephone calls, from STMS, its affiliates and its third party sales contractors and/or agents.

19. **Amendment.** Any amendment to this Schedule J shall be in accordance with the amendment provisions of the Payment Solutions Agreement.

20. **Third Party Beneficiaries.** STMS's affiliates are intended third party beneficiaries of this Schedule J, and each of them may enforce its provisions as if it was a party hereto. Except as expressly in this provided in this Schedule J nothing in this Schedule J is intended to confer upon any Persons any rights or remedies, and the parties do not intend for any Persons to be third-party beneficiaries of this Schedule J.