

END USER LICENSE AGREEMENT

TMS POS Bridge

Effective Date: July 14, 2026

This End User License Agreement ("Agreement") is a binding legal agreement between Trust Merchant Services LLC, a Virginia limited liability company ("TMS," "we," "us," or "our"), and the merchant or business entity ("Merchant," "you," or "your") that installs, accesses, or uses the TMS POS Bridge application (the "App"). By installing, accessing, or using the App, you agree to be bound by this Agreement. If you do not agree, do not install, access, or use the App.

The App is licensed, not sold. TMS is the sole licensor of the App. No other individual(s), company(ies), or organization(s) are a party to this Agreement, are not the licensor or provider of the App, and are not liable in any way with respect to your use of the App.

1. Definitions

"App" means the TMS POS Bridge application, including all software, updates, modifications, and accompanying documentation made available by TMS through the certain App Market.

"External App" means the TMS point-of-sale bridge application and related services operated by TMS outside of any other platform, to which the App connects.

"Merchant Data" means data associated with your merchant account, other merchant services accounts, and business operations that the App accesses, processes, or transmits, which may include business identifiers, transaction information, and basic employee information.

"Subscription" means a paid, recurring monthly plan providing access to the App as described in Section 3.

"Free Tier" means the non-paid access level to the App made available at TMS's discretion, subject to the limitations described in Section 3.

2. License Grant

Subject to your continuous compliance with this Agreement, TMS grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the App on third party devices associated with your merchant account, solely for your internal business purposes and solely to connect to and interoperate with the External App. Your license may be revoked at any time and for any reason by TMS.

3. Free Tier, Subscription, and Fees

The App may be offered in two access levels: a Free Tier and a paid monthly Subscription. TMS may, in its sole discretion, determine and change the features, functionality, limits, and availability of each tier at any time.

Subscription fees are billed monthly at the rate published at the time of your enrollment. Fees are non-refundable except as required by applicable law. TMS may modify Subscription pricing upon reasonable notice; continued use after the effective date of the change constitutes acceptance.

You acknowledge and agree that enrollment in the Subscription or Free Tier does not entitle you to any specific set of features, functionality, service levels, uptime, response times, or support, and TMS makes no guarantee that Subscription users will receive additional features or support. TMS may add, modify, or remove features from either tier at any time in its sole discretion.

4. Restrictions

You shall not, and shall not permit any third party to:

- copy, modify, adapt, translate, or create derivative works of the App or the External App;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, structure, or underlying ideas of the App or the External App, except to the extent such restriction is prohibited by applicable law;
- rent, lease, lend, sell, sublicense, assign, distribute, publish, or otherwise transfer the App or the External App or any rights under this Agreement;
- use the App or the External App to build or support a competing product or service, or for the benefit of any third party;
- remove, alter, or obscure any proprietary notices contained in the App or the External App;
- use the App or the External App in violation of any applicable law, regulation, or third-party right;
- interfere with, disrupt, or impose an unreasonable load on the App, the External App, or other connected platforms, including through automated means or unauthorized access; or
- use the App or the External App to transmit any malware, harmful code, or unlawful, infringing, or objectionable material.

5. Merchant Responsibilities

You are solely responsible for:

- limiting access to the External App to authorized personnel only, and for the acts and omissions of anyone you authorize;
- securing your operating environment, networks, devices, and credentials against unauthorized access, and for implementing and maintaining appropriate administrative, physical, and technical safeguards;
- the accuracy, quality, and legality of Merchant Data and the means by which you acquired it;
- compliance with all laws and regulations applicable to your business, including those governing payment processing, consumer protection, privacy, and data security;
- promptly notifying TMS of any known or suspected unauthorized use of, or access to, the App, the External App, or your credentials; and
- maintaining an active and compliant merchant account for the duration of your use of the App.

6. Merchant Data and Privacy

You grant TMS a non-exclusive, worldwide, royalty-free license to access, collect, use, process, transmit, store, and disclose Merchant Data as reasonably necessary to (a) provide, maintain, support, and improve the App and the External App; (b) connect the App to the External App and enable interoperability; (c) comply with applicable law or lawful governmental requests; and (d) enforce this Agreement.

The App may access or process Merchant Data, including business information, transaction information, and basic employee information. As of the Effective Date, the Merchant Data actively retained on TMS servers is limited to merchant identifiers, transaction identifiers, and transaction amounts, though the categories and volume of Merchant Data that TMS accesses, processes, transmits, or retains may change from time to time as the App evolves. TMS's collection, use, and disclosure of Merchant Data is further described in the TMS Privacy Policy, which is incorporated by reference into this Agreement.

You represent and warrant that you have all rights, consents, and authorizations necessary for TMS to access and process Merchant Data as contemplated by this Agreement and the Privacy Policy, including with respect to any personal information of your employees, customers, or other individuals.

7. Intellectual Property

As between the parties, TMS owns and retains all right, title, and interest in and to the App, the External App, and all related intellectual property rights. Except for the limited license expressly granted in Section 2, no rights are granted to you by implication, estoppel, or otherwise. You retain all right, title, and interest in and to Merchant Data, subject to the licenses granted to TMS under this Agreement.

If you provide TMS with any suggestions, feedback, or ideas regarding the App or the External App ("Feedback"), you hereby assign to TMS all right, title, and interest in and to such Feedback, and TMS may use it without restriction or obligation to you.

8. Third Party Platform

The App is made available through a third party App Market and operates on third party devices. You acknowledge and agree that:

- Said third party is not a party to this Agreement;
- Said third party is not the licensor or provider of the App;
- Said third party has no obligation to provide maintenance or support for the App;
- Said third party is not responsible or liable, and shall have no liability whatsoever, with respect to the App, this Agreement, or your use of the App, including any claims of product liability, failure to conform to legal or regulatory requirements, intellectual property infringement, or consumer protection;
- TMS is solely responsible for addressing any claims by you or any third party relating to the App or your use of it; and
- Your use of a third party platform is governed by your separate agreement with that third party, and nothing in this Agreement modifies that agreement.

9. Disclaimer of Warranties

THE APP AND EXTERNAL APP ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TMS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TMS DOES NOT WARRANT THAT THE APP OR EXTERNAL APP WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR THAT ANY DEFECTS WILL BE CORRECTED. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE APP.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TMS OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, BUSINESS OPPORTUNITY, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APP, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT TMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TMS'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APP WILL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY YOU TO TMS FOR THE APP DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS IN THIS SECTION APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11. Indemnification

You will defend, indemnify, and hold harmless TMS and its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your use of the App; (b) your breach of this Agreement; (c) your violation of any applicable law or third-party right; (d) Merchant Data, including any claim that TMS's processing of Merchant Data in accordance with this Agreement infringes or violates the rights of any third party; or (e) any act or omission by any person you permit to access the App or the External App.

12. Term and Termination

This Agreement begins when you first install or use the App and continues until terminated. You may terminate this Agreement at any time by uninstalling the App and canceling any Subscription through the App Market from which it was installed. TMS may suspend or terminate your access to the App or the External App, in whole or in part, at any time and for any reason, including if you breach this Agreement, with or without notice. Upon termination, all licenses granted to you will immediately end and you must cease all use of the App. Sections that by their nature should survive termination will survive, including Sections 4, 6, 7, 9, 10, 11, 13, and 14.

13. Governing Law; Arbitration; Class Action Waiver

This Agreement is governed by the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

MANDATORY ARBITRATION. Any dispute, claim, or controversy arising out of or relating to this Agreement or the App, including the existence, breach, termination, enforcement, interpretation, or validity of this Agreement (a "Dispute"), will be resolved exclusively by final and binding arbitration, and not in court, except that either party may bring an individual action in small claims court for Disputes within that court's jurisdiction. The arbitration will be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules then in effect. The arbitration will be conducted by a single arbitrator in Fairfax County, Virginia, or, if the parties agree, by videoconference. Judgment on the award may be entered in any court of competent jurisdiction. Each party will bear its own attorneys' fees and costs except as otherwise required by applicable law or awarded by the arbitrator.

CLASS ACTION WAIVER. YOU AND TMS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. If this class action waiver is found to be unenforceable with respect to a particular claim, that claim will be severed and litigated in a court of competent jurisdiction in Fairfax County, Virginia, but the remainder of this Section 13 will remain in full force and effect.

For any Dispute not subject to arbitration, the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Fairfax County, Virginia.

14. Miscellaneous

Entire Agreement. This Agreement, together with the TMS Privacy Policy, constitutes the entire agreement between the parties regarding the App or the External App and supersedes all prior or contemporaneous agreements, communications, and proposals, whether oral or written, regarding the same subject matter.

Modifications. TMS may modify this Agreement from time to time. If TMS makes a material change, TMS will provide reasonable notice, such as through the App, the App Market, or by email. Your continued use of the App after the effective date of the modification constitutes acceptance of the modified Agreement.

Assignment. You may not assign or transfer this Agreement, by operation of law or otherwise, without TMS's prior written consent. Any attempted assignment in violation of this section is void. TMS may assign this Agreement without restriction.

Severability. If any provision of this Agreement is held unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, or if that is not possible, severed, and the remaining provisions will remain in full force and effect.

Waiver. No waiver of any provision of this Agreement will be effective unless in writing and signed by the waiving party. Failure to enforce any right or provision is not a waiver of that right or provision.

Notices. Notices to TMS must be sent to: Trust Merchant Services LLC, 5829 Wessex Lane, Alexandria Virginia, 22310, Attn: Legal, or by email to jessica@trustmerchantservice.com. Notices to you may be

delivered through the App or the External App, the App Market, or to the contact information associated with your merchant account.

Relationship. The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship.

Force Majeure. TMS will not be liable for any delay or failure to perform resulting from causes outside its reasonable control.

Contact. Questions about this Agreement may be directed to Trust Merchant Services LLC at jessica@trustmerchantservice.com.