

## PAYEEZY<sup>SM</sup> SERVICES ADDENDUM

This Payeezy Services Addendum ("**Payeezy Addendum**") is made by and between Central Florida Expressway Authority ("**Customer**") and Banc of America Merchant Services, LLC ("**BAMS**") and Bank of America, N.A. ("**Bank**") as of March 30, 2020 ("**Effective Date**") and supplements the Master Services Agreement ("**MSA**") and Merchant Services Bankcard Addendum thereto ("**Bankcard Addendum**") (collectively, as amended and supplemented from time to time, the "**Merchant Agreement**"). Any references in the Merchant Agreement (or any amendments, addenda or supplements thereto) to "you," "your" or "Merchant", when used herein, refer to Customer; and any references in the Merchant Agreement (or any amendments, addenda or supplements thereto) to "us," "our" or "we", when used herein, refer to BAMS. Unless stated otherwise, any reference to this Payeezy Addendum herein includes the Merchant Agreement.

The Payeezy Services (as defined in Section 2) are incorporated within the term "Services" in the Merchant Agreement but are provided to Customer by BAMS and not Bank; Bank is not liable to Customer in any way with respect to the Payeezy Services. For the purposes of this Payeezy Addendum, the term "Servicers" in the Merchant Agreement refers only to BAMS and not the Bank. For the avoidance of doubt, any monetary caps on Bank's limitation of liability set forth in the Merchant Agreement shall apply in the aggregate to Services provided by BAMS and Services provided by Bank.

CUSTOMER AND BAMS AGREE AS FOLLOWS:

1. **Definitions.** Capitalized terms used but not defined in this Payeezy Addendum are defined in the Merchant Agreement.
2. **Payeezy Services.** The Payeezy Services consists of an electronic gateway messenger system ("**Payeezy Services**") that allows Customer to manage Card transaction information being transmitted when processing Customer's payment transactions, and includes the following functionality: (i) a web-based application programming interface ("**API**") that allows third-party applications to process transactions through the Payeezy Services system and supports a range of processing functions (e.g., purchase, refund, pre-authorization functions) and further allows Customer to implement custom business logic to manage these functions; (ii) a securely hosted web payment form (a "**Payment Page**") designed to accept Internet-based eCommerce transactions, redirecting the consumer to a payment form hosted by the gateway that uses a "Checkout" button on Customer's website to submit payment posting requests to a designated URL and displays payment acceptance details and authentication information on the Customer's website, the appearance of which and payment options displayed may be configured by Customer using an online management interface provided by BAMS; and (iii) a real-time payment manager ("**RPM**") hosted application that is able to turn any Internet connected personal computer with a standard web browser into a point of sale device to process retail and MO/TO payments, allowing Customer's employees to input payment transactions in a MO/TO, call center or back office environment, or to swipe Cards in a retail point of sale environment. Receipts for RPM processed transactions are provided, and can be printed or emailed to the cardholder. RPM is also a centralized administrative tool through which Customer may access its Payeezy Services account (i.e., user administration, gateway reporting, and hosted payment page configurations).
3. **Software.**
  - 3.1 **Software Updates.** From time to time BAMS may release updates ("**Updates**") to the Software, which must be installed and integrated with Customer's systems within 30 days of receipt of such Updates. Customer acknowledges that failure to install Updates in a timely fashion may impair the functionality of the Payeezy Services, and associated Services provided under the Merchant Agreement and accessed through the Payeezy Services. BAMS will have no liability for Customer's failure to properly install the most current version of the Software or any Update, and will have no obligation to provide support or services for outdated versions of the Software.
  - 3.2 **Software Return/Destruction.** Upon termination or expiration of this Payeezy Addendum, all licenses granted hereunder will immediately terminate and Customer will either return or destroy the Software, certifying such destruction in writing to BAMS.
4. **Fees.** Customer agrees to pay BAMS the fees for the Payeezy Services as set forth on Schedule A, which are in addition to all other applicable Third Party-Based Fees and Servicers Fees, and other fees or charges set forth elsewhere in, and are part of the fee schedule to, the Merchant Agreement. Customer shall also be responsible for all additional costs and expenses as set forth in the Merchant Agreement. The fees due under this Payeezy Addendum constitute amounts due under the Merchant Agreement which will be billed, collected and charged or paid as permitted under the Merchant Agreement.
5. **Customer Representations, Warranties and Covenants.** Customer represents and warrants to, and covenants with, BAMS that Customer shall use the Payeezy Services only in accordance with this Payeezy Addendum, the Merchant Agreement, Applicable Law and applicable Card Organization Rules.
6. **Sublicense; Intellectual Property.**

- 6.1 BAMS grants to Customer a non-transferable, non-assignable, non-exclusive, limited, royalty-free, revocable sub-license during the term of this Payeezy Addendum to access and use the Payeezy Services and any documentation provided by BAMS in connection therewith ("**Documentation**"), all subject to the terms of this Payeezy Addendum and the Merchant Agreement. Customer may only use any Documentation in connection with Customer's access to and use of the Payeezy Services. Customer has no intellectual property rights or other right, title or interest in or to the Payeezy Services, the Documentation, or derivative works thereof (collectively, the "**Payeezy Services IP**"); and nothing in this Payeezy Addendum or the Merchant Agreement assigns, transfers or creates any such right, title or interest for Customer (whether express or implied, or by estoppel or otherwise). Any and all right, license, title or interests associated with the Payeezy Services IP that are not expressly granted by BAMS within this Payeezy Addendum are expressly withheld. Customer shall not take any action inconsistent with the ownership, title or license rights associated with the Payeezy Services IP. Customer shall not file any action, in any forum, challenging ownership of the Payeezy Services IP. Customer shall not use any Payeezy Services or Payeezy Services IP outside of the United States (and "United States" as used in the foregoing sentence excludes U.S. territories and possessions). Customer shall use the Payeezy Services only for its business purposes and not for any household use. Customer obtains no rights (license or otherwise) to trademarks, service marks, brand names or logos associated with the Payeezy Services, BAMS, or any of its service providers hereunder. Breach of any part of this Section constitutes a material breach of this Payeezy Addendum, and BAMS may immediately suspend or terminate Customer's use of the Payeezy Services or this Payeezy Addendum in the event of such breach.
- 6.2 **Restrictions.** Customer shall not, and shall not permit any third parties to: (i) sell, distribute, lease, license, sublicense or otherwise disseminate the Payeezy Services IP or any portion thereof; (ii) copy, modify, enhance, translate, supplement, derive source code or create derivative works from, reverse engineer, decompile, disassemble, or otherwise reduce to human-readable form the Payeezy Services IP or any portion thereof; (iii) use altered versions of the Payeezy Services IP or portion thereof; (iv) use, operate or combine the Payeezy Services IP with other products, materials or services in a manner inconsistent with this Payeezy Addendum or the Merchant Agreement; (v) use the Payeezy Services or Payeezy Services IP, or any portion thereof, as a standalone or non-integrated program or in any other manner other than as contemplated by this Payeezy Addendum; or (vi) perform or attempt to perform any actions that would interfere with the proper working of the Payeezy Services, prevent access to or use of the Payeezy Services by other users, or, in BAMS' reasonable judgment, impose an unreasonably large or disproportional load on any BAMS platform or infrastructure. Customer shall not permit any third parties to access the Payeezy Services IP. Customer shall not remove, alter, modify, relocate or erase any copyright notice or other legend(s) denoting our or other third parties' proprietary interests in the Payeezy Services IP.
- 6.3 Customer shall promptly notify BAMS in writing of any threat, or the filing of any action, suit or proceeding against Customer regarding the Payeezy Services or Payeezy Services IP in which an adverse decision would reasonably be expected to have a material impact on BAMS or any of the Payeezy Services subcontractors.

## **7. Special Termination Provisions.**

- 7.1 In addition to the termination rights set forth in the Merchant Agreement, this Payeezy Addendum will automatically terminate upon any termination of the Merchant Agreement. Upon termination or expiration of this Payeezy Addendum, all licenses granted hereunder will immediately terminate and Customer will either return or destroy the Software, certifying such destruction in writing to BAMS.
- 7.2 BAMS shall have the right to terminate this Payeezy Addendum for any of the reasons set forth for termination of the Merchant Agreement. In addition, BAMS reserves the right to alter, immediately suspend or upon notice terminate the Payeezy Services in the event Customer violate the terms of this Payeezy Addendum, the Merchant Agreement or any agreement with third parties that are involved in providing the Payeezy Services is terminated or otherwise no longer in effect, or BAMS is otherwise unable to continue to provide the Payeezy Services.

- 8. Implementation and Startup Expenses.** BAMS and Customer agree to begin the process of implementing the Payeezy Services within fifteen (15) days of the Effective Date. In order to minimize any potential delay in the implementation of the Payeezy Services, Customer hereby authorizes BAMS to undertake preparatory steps and incur reasonable and necessary expenses in connection with the development and implementation of the Payeezy Services ("**Startup Expenses**"). If the Payeezy Services are not implemented by the Implementation Date and BAMS and Customer are unable to mutually agree, in writing, on an alternative Implementation Date, Customer shall reimburse BAMS for the actual, out-of-pocket Startup Expenses, not to exceed twenty thousand United States Dollars (USD \$20,000.00), that BAMS reasonably incurs in connection with the implementation of the Payeezy Services, and BAMS shall be permitted to terminate this Payeezy Addendum. As used herein, "**Implementation Date**" means the date that is one hundred twenty (120) days after the Effective Date.

- 9. Product Disclaimers.** BAMS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATIONS AND WARRANTIES: (A) REGARDING NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE; (B) THAT THE PAYEEZY SERVICES (I) WILL OPERATE UNINTERRUPTED OR ERROR FREE,


OR (II) ARE SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; AND (C) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.

**10. General.**

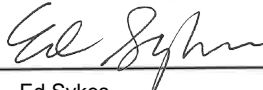
- 10.1 Representations and Warranties. Customer and BAMS each represent and warrant to the other that: (i) such party has all required corporate authority to execute this Payeezy Addendum and (ii) this Payeezy Addendum creates valid, legal and binding obligations that are enforceable against such party.
- 10.2 Counterparts/Electronic Originals. This Payeezy Addendum may be executed in any number of counterparts, each of which is deemed an original and all of which constitute one and the same instrument. Facsimile, electronic or other images of this executed Payeezy Addendum are effective as executed originals.
- 10.3 Full Force and Effect. The Merchant Agreement remains in effect as supplemented by this Payeezy Addendum. In the event of any conflict between the terms of this Payeezy Addendum and the terms of the Merchant Agreement, the terms of this Payeezy Addendum will control with respect to the Payeezy Services. References to the Merchant Agreement after the date of this Payeezy Addendum include this Payeezy Addendum.

EXECUTED:

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By:   
Name: Aneth Williams  
Title: Director of Procurement -  
3/19/2028

**BANC OF AMERICA MERCHANT SERVICES, LLC**

By:   
Name: Ed Sykes  
Title: Senior Vice President

**REVIEWED AND APPROVED  
BY CFX LEGAL**



**Schedule A  
Payeezy Services Fees**

<b>Initial Set Up Fee (per location) (40B):</b>	<b>\$99.00</b>
<b>Monthly Fee (per location) (40A):</b>	<b>\$16.00</b>
<b>Global Gateway Transaction Processing Fee (per authorization) (0FC):</b>	<b>\$0.0500</b>