

**FREEDOM ELECTRONICS, LLC**  
**EASY PUMP SERVICE AGREEMENT**

This Easy Pump Service Agreement (together with the attached Terms and Conditions, the “Agreement”) is between Freedom Electronics, LLC (“Freedom”) and the Merchant listed below, and governs the access and use of Freedom Easy Pump Terminals as of the date the Agreement is signed or the date on which the Services are activated, whichever comes first.

Access and use of the Freedom Easy Pump Terminals is subject to the following terms and the Terms and Conditions, attached hereto. Any other terms are hereby expressly rejected, including those in any form purchase order or other document issued by Merchant.

<b>MERCHANT FULL LEGAL NAME</b>	
<b>STORE NAME:</b>	
<b>ADDRESS:</b>	Street: _____ City: _____ State: _____ Zip: _____
<b>PHONE NUMBER</b>	
<b>CREDIT CARD NUMBER/CVV</b>	Merchant must call <u>678-384-7505</u> to provide credit card information
<b>TERM</b>	The Agreement will remain in place as long as the Freedom Easy Pump Terminals are in use.
<b>MERCHANT REQUIREMENTS</b>	Freedom Easy Pump Terminals must have internet access to the Easy Pump online portal and must be set up as a merchant with an acquiring bank.
<b>CURRENT QUARTERLY SERVICE FEES</b>	\$60 per Freedom Easy Pump Terminal (i.e., \$120 per pump per quarter with two payment terminals).
<b>PAYMENT TERMS</b>	Quarterly service fees will automatically be deducted 4 times per year (Jan 3, April 3, July 3, Oct 3, or first business day after this date) from the Merchant’s credit card on file with Freedom.  <b><u>IF QUARTERLY SERVICES FEES ARE NOT PAID, SERVICES WILL SHUT OFF AND THE FREEDOM EASY PUMP TERMINAL WILL NO LONGER FUNCTION.</u></b>
<b>DECLINED PAYMENTS</b>	The Merchant must keep a valid credit card on file with Freedom. If the Merchant’s credit card is declined, Freedom Easy Pump Terminals will be turned off remotely. It is the <u>Merchant’s responsibility</u> to call Freedom and update the credit card information so Service fees can be paid. Once a valid credit card number has been provided and payment is cleared, the Freedom Easy Pump Terminal will be turned back on.
<b>EASY PUMP ONLINE PORTAL</b>	The Easy Pump Online Portal provides access to: <ul style="list-style-type: none"> <li>• Sales reports</li> <li>• Real time status of cards transactions (Merchant can see what amount has been charged)</li> <li>• For a full service site, setting up attendants as users, and tracking cash/credit sales amounts by attendant, Merchant must set up and use the Attendant Tagging feature in the Easy Pump online portal.</li> </ul>

Accepted and agreed to as of the latest date signed by the authorized representative of each party:

**MERCHANT:** \_\_\_\_\_

**FREEDOM ELECTRONICS, LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Freedom Easy Pump Terminal Terms and Conditions

These Terms and Conditions are incorporated into the attached Easy Pump Service Agreement (the "Agreement") and will govern the access and use of the Freedom Easy Pump Terminal (as defined below) that Freedom will make available to the named merchant on the Agreement ("Merchant").

1. **Access and Use.** Freedom will provide to Merchant during the term set forth on the Agreement ("Term") access to and use of Freedom Easy Pump terminals, including the Easy Pump online platform and hosted services (the "Services") (the Freedom Easy Pump terminal equipment and the Services related thereto collectively referred to as the "Terminals"). Terminals enable Merchant's customers to purchase products from Merchant, which terminals are integrated with Merchant's point-of-sale ("POS") system and facilitates payment through a designated financial provider. For the avoidance of doubt, Merchant agrees that Freedom is not, nor is it acting as, a bank, payment services provider or other financial institution. Freedom, or its third party providers, may from time to time apply application enhancements. Customization of the Terminals is not provided under the Agreement.
2. **Requirements for Access.** The Merchant account must be setup and activated with the acquiring bank prior to enabling the Terminals. Freedom does not set up Merchant accounts. Merchant must have internet access to access the Services. Except as otherwise expressly agreed in writing, Merchant is responsible for obtaining and maintaining all computer hardware, software and communications equipment necessary to access any Services, and for paying all third-party access charges (e.g., telecommunications) incurred in connection therewith. The Merchant must keep a valid credit card on file with Freedom to pay Fees (as defined below). If the Fees are not paid, the Terminal will not process the Merchant's POS transactions.
3. **Fees.** Fees applicable to the Terminals shall be set forth on the Agreement cover page and shall be paid on a quarterly basis via automatic deduction to Merchant's credit card ("Fees"). Fees are subject to change on 30 days' notice. Merchant authorizes Freedom and/or its agents or affiliates to electronically charge the Merchant's credit card when and for all Fees owed and payable to Freedom under this Agreement. At all times, Merchant shall maintain a valid credit card number on file with Freedom, for the purposes of processing payment of the Fees. Merchant shall not impose any minimum charge amount requirement or impose any additional fees (such as convenience fees) to Merchant's customers paying via the Terminal.
4. **License.** Effective upon and subject to Merchant's payment of the applicable Fees, Freedom hereby grants to Merchant for the duration of the applicable Term, a non-exclusive, non-transferable, limited license to access and use the Terminals through the Services solely for Merchant's business purposes and subject to the terms and conditions of this Agreement.
5. **Restrictions.** Except as permitted by law, Merchant shall not, and shall not permit any user to (i) offer or use the Terminal for the benefit of any unaffiliated third parties, including in any computer service business, service bureau arrangement, outsourcing or subscription service, time sharing or other participation arrangement; (ii) modify, port, adapt or translate or create any derivative works from or based on the Terminals, in whole or in part; (iii) reverse engineer, decompile, disassemble or otherwise attempt to reduce any provided object code for the Terminals to source code, or discover such source code; (v) assign, transfer, or sublicense to any third party any of Merchant's rights or interests in and to the Terminals, including through any lease, rental, subscription, lending, pledge, security interest or shared participation arrangement with or in favor of any third party.
6. **Support.** Throughout the Term, provided that Merchant is not then in default of its obligations under this Agreement (including payment obligations) and subject to the exclusions set forth in Section 6(b), Freedom, or its third party providers, will provide a dedicated support phone number and email address for standard support services. Standard support availability is Monday through Friday, 8am-5pm eastern time, excluding all major U.S. holidays. Off hours support will be limited to basic triage. Upon termination of this Agreement, Merchants shall immediately discontinue any use of Services and support. Freedom shall not be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitation acts or omissions of government or military authority, acts of God, shortages of materials, service provider failures, other third party issues, transportation delays, fires, floods, labor disturbances, epidemics, riots or wars.
7. **Intellectual Property Ownership.**
  - a. **Ownership of Terminals.** Freedom, or its licensor, is and will remain the sole and exclusive owner of all right, title and interest of any intellectual property rights, in and to (a) the Terminals; (b) the Services; and (c) any and all translations, adaptations, developments, enhancements, improvements, updates, customizations or other modifications or derivations of or to the Terminals whether or not developed by or for the Merchant.
  - b. **Ownership of Merchant Data.** Merchant shall be solely responsible for each user that accesses the Terminal and for all data created in or transmitted via the Terminal. Merchant grants to Freedom a non-exclusive, non-transferable, royalty-free, worldwide license to access and use the Merchant data in order to provide access and use of the Terminals. Merchant agrees that Freedom may collect and share with partners data from Merchants' transactions, with any sharing in aggregate and anonymous form only (for statistical and other purposes); in any event such data shall not include any "cardholder data" under Payment Card Industry Security Standard's Council rules, any of a Merchant's or a customer's personally identifiable information, Merchant's or a customer's personal financial information or any other data that Freedom may be prohibited from collecting or sharing under applicable privacy laws. Freedom reserves the right to anonymously track and report activity in a Terminal as permitted under applicable law.
8. **DISCLAIMER.** FREEDOM AND ITS LICENSORS MAKE NO WARRANTIES THAT THE TERMINALS WILL OPERATE IN CONJUNCTION WITH ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT. NEITHER FREEDOM NOR ITS LICENSORS WARRANT THAT THE OPERATION OF THE TERMINALS WILL BE UNINTERRUPTED OR ERROR FREE AND EACH HEREBY DISCLAIM ALL LIABILITY ON ACCOUNT THEREOF. THE TERMINAL IS PROVIDED "AS IS" AND FREEDOM AND ITS LICENSORS EXPRESSLY EXCLUDE AND DISCLAIM ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. FREEDOM IS NOT RESPONSIBLE IF
9. **LIMITATION OF LIABILITY.** FREEDOM'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT OR THE TERMINALS, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE), SHALL NOT EXCEED THE AGGREGATE FEES PAID BY MERCHANT UNDER THIS AGREEMENT IN THE PRECEDING TWELVE (12) MONTH PERIOD GIVING RISE TO THE CLAIM; AND (B) NEITHER FREEDOM NOR THEIR LICENSORS SHALL BE LIABLE FOR ANY EXEMPLARY, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF USE, LOSS OF BUSINESS, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR LOSS OF PROFIT OR REVENUE), EVEN IF MERCHANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Indemnification.** Merchant will defend, indemnify and hold Freedom, its employees, its representatives, its affiliates, its officers and its owners harmless from and against any and all fines, penalties, claims, damages, expenses, liabilities or fees of any nature whatsoever, including attorneys' fees and costs, asserted against or incurred by Freedom arising out of relating to or resulting from this Agreement or the use of the Terminals, except for Merchant's gross negligence or willful misconduct.
11. **Miscellaneous.** If any part, term or provision of this Agreement is declared and determined by any court or arbitrator to be illegal or invalid, such declaration and determination shall not affect the validity of the remaining parts, terms or provisions. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. The signatures to this Agreement may be evidenced by electronic copies reflecting the party's signature hereto and any such electronic copy shall be sufficient to evidence the signature of such party as if it were an original signature.