CLIENT SERVICES AGREEMENT

This Client Services Agreement and all Exhibits and Addenda attached hereto (collectively "Agreement") is made this day August 1, 2024 and entered into by and between SphereCommerce, LLC and its affiliates including but not limited to its subsidiary TCPP, LLC dba TrustCommerce ("Company"), having its place of business at 230 E Ohio Street, Suite 410 #10001, Chicago, IL 60611, and County of Chatham ("Client"), having its principal place of business at 12 East Street, Pittsboro, NC 27312 (collectively hereinafter referred to as "the Parties"). By signing this Agreement, the Parties agree to be bound by all of the terms and conditions set forth below. Client's use of Company's various services is conditioned upon Client's acceptance of these terms and conditions and its accurate provision of any and all information necessary for Company to provide the services described herein:

1. DEFINITIONS

"TC Services" means secure payment processing services specific to those services identified within the "Quotation of Fees" attached hereto as "**Exhibit 1**" and as described in Section 4 below.

"TC Server" means servers operated by or for Company that communicate with Client's servers to permit access to the electronic credit card payment services offered by Company.

"Control Panel" means an interface provided by Company to Client that enables Client to access and manage transactions displayed on a website via a web browser.

"Payment Messages" means messages that relate to credit card transactions, including, but not limited to, the terms "authorization," "capture," "void," "credit," "decline," "failed," "did not respond," "reversal," "post-authorization capture," and "successful settlement request".

"Processor" means any payment processing entity including, without limitation, banks, other financial institutions and credit reporting services with which Client has entered into a business relationship, pursuant to which such entity agrees to accept Payment Messages from Company, provide credit authorization services and process payment card transactions for Client.

"TC Communicator" means the software, rules and methodology developed by Company to be used by Client to connect Client's website to the TC Server to enable transmission of transaction data between Client and the TC Server.

"Network Rules" means the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Networks and related authorities, including without limitation, those of the PCI Security Standards Council (PCI DSS), LLC and the National Automated Clearing House Association (including, with respect to EBT, the Quest Operating Rules and with respect to PIN debit cards, the rules, regulations, policies and procedures of the applicable debit network).

"Card Network" means Visa U.S.A., Inc., MasterCard International, Inc., American Express Travel Related Services Company, Inc., DFS Services LLC (the owner of Discover) and their affiliates, or any other payment networks.

"TC Marks" means the names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations of Company.

"Account Data" means cardholder data collected from Client in connection with Client's use of the TC Services, including, primary account number (PAN), cardholder name, expiration date, service code and sensitive authentication data used with, or stored in, or by the TC Services.

2. DESCRIPTION OF TC SERVICES TO BE PROVIDED

Company will transport data submitted by Client to Client's Processor for authorization and, if appropriate, for settlement. Based on the submitted data, Company will receive and transport Processor's responses to Client. Company will also provide access to the Control Panel via a web browser for the purposes of reporting, managing and reconciling transactions. Company will also provide Client with the TC Communicator, which includes documentation and sample scripts necessary for Client to develop and test the necessary communications module. This module will enable Client's website and other systems to communicate with the TC Server.

3. RESPONSIBILITIES OF COMPANY

Company will be responsible for the following:

(a) Providing Client with access to TC Services pursuant to the terms and conditions of this Agreement. Company may modify TC Services in its sole discretion provided, however, that Company notifies Client of any modifications which would materially affect Client's use of TC Services. Company will engage in commercially reasonable efforts to provide Client with advance notice of any planned system shutdowns or outages or other events which Company believes are likely to interrupt Client's access to TC

Initials: _____

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Services. Modifications to the systems are considered critical to Company in improving its systems performance, response, and security to the benefit of its entire client base. Company may, in its sole discretion, subcontract with third-party vendors to provide all or a part of TC Services.

(b) As to TC Services, implementing and maintaining security systems consisting of encryption and "firewall" technologies to enable the secure transmission of data. Company may from time to time, in its sole discretion, modify or upgrade such security systems to maintain or enhance the level of security provided for the transmission of data. This does not exclude or limit the responsibility of Client in any way as to the security required to be maintained over Client's systems and data transmission.

(c) Providing uninterrupted service to Client, subject to scheduled maintenance. Company reserves the right to interrupt service to perform routine scheduled maintenance and will take appropriate measures to ensure that back-up systems are in place so as to minimize the effect of maintenance updates on Client. In the event of unforeseen network and/or equipment failure, Company will use best efforts to expeditiously repair and/or restore TC Services.

(d) Using commercially reasonable efforts to establish and maintain an appropriate connection between the TC Server and Client's authorized Processor(s) ("Connection"), as properly identified by Client pursuant to the Responsibilities of Client section below. In the event of an interruption in the Connection or TC Services that is within Company's control, Company will use commercially reasonable efforts to restore the Connection and/or TC Services as promptly as possible.

(e) Providing Client with access to the Control Panel, which reports specific details concerning Client's transactions and provides certain reporting tools of assistance to Client in its accounting activities. Company will restrict access to the Control Panel to Client, Company, and any third party to whom the Parties may agree to permit access by using a password protection mechanism. Company will retain transaction details concerning Client's transactions on the Control Panel for at least eighteen (18) months following the date on which the data relating to said transactions was first received by Company.

(f) Retaining Client data in accordance with Company's Data Retention Policy, which may be found on the Company TC Vault® website: https://vault.trustcommerce.com > Account Information > Terms and Policies > Policies.

(g) Using commercially reasonable efforts to meet minimum service levels in accordance with Company's TC Support Overview & Service Level Objectives document which may be found on the Company TC Vault® website: https://vault.trustcommerce.com > Account Information > Terms and Policies > Policies.

(h) Maintaining all applicable PCI DSS requirements to the extent Company possesses, stores, or transmits the Account Data on behalf of a customer. Company takes no responsibility for the security of Client's customer cardholder data prior to the delivery of such data to Company, or upon transmission of the data to another third party, at the direction of Client.

4. RESPONSIBILITIES OF CLIENT

Client will be responsible for the following:

(a) Establishing, maintaining and providing the necessary security over its systems that integrate or communicate with Company's systems including but not limited to website(s), retail stores and call centers. Client is fully responsible for all goods or services offered for sale by it and for anyone to whom it provides access to Company's services including any advertising for such goods or services regardless of the medium. Client is also fully liable for any promotions, whether appearing on Client's website or otherwise, proffered or offered by Client directly or indirectly in reference to any of Client's offerings. Client hereby certifies to Company that Client is the owner of and/or has the legal right and authority to use, utilize and/or disseminate all information, data, graphics, text, video, music or intellectual property which either form a part of Client's website, are in any way or manner incorporated into Client's website, are provided by Client to its customers or those accessing Client's website or are otherwise used or utilized by Client in its advertising or promotion through any medium available.

(b) Establishing and maintaining appropriate and necessary integration between Client's systems and TC Services including, but not limited to, delivering the required data to Company's server(s) and ensuring that the data to be transmitted in conjunction with TC Services is accurate and, in the format, required by Company.

(c) Client acknowledges that the integration and development described in this Section may require Client or Client's Internet service provider ("ISP") to use the services of a third party such as a web developer. Client hereby authorizes Company to work with Client's designated third party to implement TC Services contracted for under this Agreement.

(d) Establishing and maintaining (i) an appropriate merchant account with a bank and (ii) a relationship with one or more Processor(s) that is compatible with the TC Server.

(e) Supplying Company with identification and account information sufficient to enable Company to establish and maintain a connection to the Processor(s).

(f) Establishing and implementing a connection to the TC Server. Client is solely responsible for testing this connection and ensuring that its system is generating correct Payment Messages and receiving correct responses. When Client is satisfied that its testing is complete and successful, it must notify Company in writing or by email of its request to initiate TC Services.

(g) Managing its business and the transactions resulting from that business including, but not limited to, all business involving its merchant account, customer support, reconciliation of its merchant account, and processing of its charge backs, returns and all other transaction types.

(h) Using only unaltered version(s) of the TC Services. Client will not use, operate or combine the TC Services or any related software, materials or documentation, or any derivative works thereof with other products, materials or services in a manner inconsistent with the uses contemplated herein.

(i) Ensuring that it is in compliance with the terms and conditions of Client's bankcard agreement issued by Client's bank or other financial institution.

(j) Ensuring that it is in compliance with all state, federal and local laws, rules, regulations and mandates in regard to additional transaction fees charged by Client, other than those associated with the cost of goods or services, including but not limited to convenience fees and surcharges. Additionally, Client will be responsible for ensuring that it is in compliance with all brand, processor, acquirer and partner mandates and prohibitions in regard to any additional transaction fees charged by Client as specified above. Whereas Company extends general payment acceptance interfaces available, it does not necessarily enforce all applicable laws, rules, regulations and mandates that govern the industry. As such, it remains the responsibility of Client to comply with said laws, rules, regulations and mandates.

(k) Client acknowledges that they are solely responsible for the maintenance and security over Client's systems including any PCI data maintained or passed by its systems to Company's systems.

(l) Client is responsible for implementing the appropriate industry standard fraud protection tools to minimize the risk of fraudulent activity including but not limited to AVS, CAPTCHA, ReCAPTCHA or similar technologies. Company shall not be responsible for any fees and costs resulting from the use, unauthorized use, or misuse of Client's software, website, point-of-sale equipment or merchant processing account.

(m) Client represents and warrants that Client will only provide the following data to Company: payor/cardholder name; transaction (order) ID; credit card number; credit card expiration date; checking account number (if applicable) and transaction dollar amount. Company does not require any additional data to process a payment transaction. In the event Client provides any unauthorized data, including any protected health information (PHI), Client agrees to indemnify Company for any claims, losses, demands, liabilities, damages, costs, expenses, fines, penalties or other liabilities (including, without limitation, attorneys' fees of third parties) resulting from providing such data to Company.

(n) Client represents and warrants that they will only enter and/or transmit Primary Account Number (PAN) data to the appropriate fields as represented within the Company guides and specifications. Company expressly precludes the entry and/or transmission of any PAN data, encrypted or not, in any field not designated for such information by Client. Client agrees to indemnify Company for any claims, losses, demands, liabilities, damages, costs, expenses, fines, penalties or other liabilities (including, without limitation, attorneys' fees of third parties) if such storage occurs without Company's express consent.

(o) Client is solely responsible for ensuring that its account numbers, passwords, security questions and answers, login details and any other security or access information used by Client to use or access the TC Services are kept safe and confidential. Client must prevent unauthorized access to and use of any Account Data controlled by Client. Client will: (a) implement appropriate measures designed to: (1) ensure the security and confidentiality of Account Data; (2) protect against any anticipated threats or hazards to the security or integrity of Account Data; (3) protect against unauthorized access to or use of Account Data that could result in substantial harm or inconvenience to any customer and (4) ensure the proper disposal of Account Data; and (b) take appropriate actions to address incidents of loss, theft or unauthorized access to or use of Account Data. The Control Panel contains confidential information of both Company and Client including but not limited to: cardholder billing information; merchant billing information;

custom fields; Company developer guides; Company training videos; Company terms and policies; billing and invoice information; and reporting data. This data is considered "Confidential Information" pursuant to the Agreement. Client will advise third parties to whom they give access to the Control Panel of the confidential nature of the information contained therein and will enforce the terms and restrictions provided for in this Agreement related to confidentiality, and ensure that the third parties agree to abide by the same. Client agrees to be liable for any and all damages arising out of a breach of obligation of confidentiality and all use and misuse of the Confidential Information by Client or by the third parties to whom Client provides access. Client shall promptly notify the Company of any unauthorized disclosure of the Confidential Information.

(p) Client represents and warrants that Client and its affiliates, agents, contractors and/or employees must only use the following URL address to access and login to the TC Vault: https://vault.trustcommerce.com/. In the event that this URL is modified by Company, Company will provide Client with the updated URL address.

(q) Client will comply with all applicable Network Rules (including, without limitation, applicable data security rules). Client is responsible for all electronic communications sent to Company or to any third-party containing Account Data and for all uses of the TC Services and any software. Client must immediately notify Company if Client becomes aware of any loss, theft or unauthorized use of any Account Data. Company reserves the right to deny Client access to the TC Services, in whole or in part, if Company believes that any loss, theft or unauthorized use of any Account Data or access information has occurred. Client acknowledges that it is Client's duty to notify Company of any data security compromise and to cooperate and assist Company in any subsequent investigation. Company may in its sole discretion, suspend or terminate services under this Agreement for any data security compromise caused by the acts or omissions of Client or by those third parties to whom Client granted access to the Control Panel, for Client's non-compliance with all applicable state, federal and local laws, rules regulations and mandates, or for security related concerns provided that Company provides notice to Client of such suspension or termination to Client as soon as commercially practicable.

5.   TERM

The term of this Agreement (the "Term") will commence on the date of Client's first live authorization attempt (the "Effective Date") and, unless terminated earlier pursuant to the terms of this Agreement will continue in effect for a period of thirty-six (36) months (the "Initial Term"). Thereafter, the Term will automatically extend for successive terms of twenty-four (24) months (each a "Renewal Term") unless either party gives the other party written notice of its intention not to renew the Agreement at least ninety (90) days prior to the end of the Initial Term or then current Renewal Term.

6.   FEES

(a) Applicable fees and payment methods are described in "Quotation of Fees" attached hereto as "**Exhibit 1**" for each individual service. All fees are due and payable by Client via automatic ACH debit on the 5th of the month for the prior month's fees. In the event there are not sufficient funds in Client's account to pay the balance due or if equipment has been invoiced, a follow up ACH debit will be initiated on the 20th of the month by Company.

(b) Company may give notice of a price increase for TC Services at the time of contract extension, including but not limited to any third-party pass-through costs. Price increases shall be made in writing by Company in accordance with the notice provision in Section 21 of this Agreement and shall be submitted at least ninety (90) days prior to the contract renewal date. The new price will be effective upon the effective date of the contract renewal. Prices will remain unchanged for the Initial Term of the Agreement.

(c) Unless Client is a tax-exempt organization as evidenced by a currently valid tax exemption certification, the fees set forth in the Quotation of Fees do not include any sales tax, which, if applicable, will be billed to Client by Company. Client shall also be responsible for all other governmental taxes and fees associated with Client's purchase or use of equipment, including any use taxes, state or local property or excise taxes. All setup or one-time fees will be invoiced upon Client's execution of this Agreement. Company will not commence to provide any services hereunder until payment is received.

(d) It is Client's sole responsibility to report any errors or discrepancies that Client detects in writing to Company within sixty (60) days following receipt of Company invoices. After such period, Client will be deemed to have accepted the invoices as delivered and final, and Company shall have no obligation to correct errors identified after such period.

(e) All setup or one-time fees will be invoiced upon Client's execution of this Agreement. Company will not commence to provide any services hereunder until payment is received.

(f) Client must provide the accurate transit and account numbers in the payment section of "**Exhibit 1**", "Quotation of Fees".

(g) All sums due, payable and unpaid for over thirty (30) days shall incur a late fee of 1.5% per month or the maximum amount allowed by law, whichever is less.

7. LIMITATIONS

(a) Client acknowledges that Company is responsible only for providing Client with data transmission and is in no manner responsible for the results of any credit inquiry, the operation of Client's website(s) or systems, or the actions or inaction of any third party or entity, including but not limited to any bank, processor, financial institution or network, telecommunications carrier, third-party software developer or ISP. Use of the TC Services will not, on its own, cause Client to be compliant or eliminate Client's obligations to comply with PCI DSS or any other Network Rule.

(b) Company shall stay current on all applicable data security and cybersecurity laws and regulations and shall meet or exceed industry standard security for TC Services. Company, however, does not guarantee the security of TC Services, and Client acknowledges and agrees that Company shall not be responsible in the event of any infiltration of its security systems provided that Company has used commercially responsible efforts to prevent such infiltration.

(c) Client acknowledges that in providing TC Services, Company will necessarily rely upon information, instructions and services it obtains from Client, its employees, agents, financial and credit institutions, and other third parties. Client fully assumes any and all risk associated with errors in the substance and/or transmission of such information, instructions and services, provided that Company has accurately transmitted data and/or complied with authorized instructions in providing TC Services.

(d) Client acknowledges and agrees that the terms and conditions of its relationship with its Processor(s) and financial institution(s) will be determined solely by Client and those entities, and will not necessarily reflect or incorporate terms that Company may have separately and independently negotiated with the Processor(s) or financial institution(s) including, without limitation, any inter-bank exchange rates or fees charged by the Processor(s) or financial institution(s).

(e) Client acknowledges that under the terms of this Agreement Client will be granted access to utilize Company's gateway processing software and all other technologies required to support the transactions conducted with Company's software. This software, the user interface, technologies, methodology and all associated intellectual property are exclusively the property of Company. Client has no rights or interests in Company's software. Upon termination of this Agreement, any intellectual property acquired by Client as a result of their relationship under this Agreement will be returned to Company or destroyed.

(f) Client acknowledges that Company is solely providing a hosted payment processing solution, and all representations and warranties made by Company are in relation to the performance of that solution, and not the validity of the data and transactions that Client may process through this solution. Other than those expressed warranties contained herein, Company makes no representations and warranties regarding Client's use of TC Services and Client's compliance with: Federal, State and Local laws and regulations; Government Agency rules and regulations including those enforced by, but not limited to, the Federal Trade Commission, U.S. Department of Health and Human Services and the Department of Justice; any bank regulations, card issuing organizations, brand, processor, acquirer and partner mandates; and those specific transactional terms agreed to by the card holder and Client authorizing the charge against Client's customer account. Client further acknowledges that Company assumes no responsibility for the validity of the data and transactions, and that Client will indemnify Company against any third-party claims resulting from Client's misuse of the payment processing solution.

(g) Client shall not and shall not permit any third party to do any of the following: (a) access or attempt to access the TC Services (or any part) that is not intended to be made available to Client or made available for public use; (b) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas or algorithms of the TC Services (or any part), except to the extent that such restriction is expressly prohibited by law; (c) modify, translate, or alter in any manner, the TC Services (or any part) or the TC Marks; (d) create derivative works of or based on the TC Services (or any part) or the TC Marks; (e) except for backup and archival purposes, directly or indirectly copy the TC Services (or any part); (f) republish, upload, post, transmit, disclose, or distribute (in any format) the TC Services (or any part) except as permitted herein; (g) access or use (in any format) the TC Services (or any part) through anytime-sharing service, service bureau, network, consortium, or other means; (h) rent, lease, sell, sublicense, assign, or otherwise transfer Client's license rights to any third party, whether by operation of law or otherwise; (i) use or ship the TC Services (or any part) outside of the United States, or access the TC Services (or any part) from outside the United States, without in any case obtaining the advance written consent of Company; (j) remove, modify, relocate, or otherwise alter any proprietary rights notices from the TC Services (or any part) or the TC Marks; (k) perform

or attempt to perform any actions that would interfere with the proper working of the TC Services, prevent access to or use of the TC Services by other users, or in Company's reasonable judgment impose an unreasonable or disproportionately large load on Company's infrastructure, network capability or bandwidth; or (l) use the TC Services (or any part) except as permitted herein. Client shall not take any action inconsistent with the stated title and ownership provided herein. Client will not file any action, in any forum that challenges the ownership of any part of the TC Services, any related software, materials or documentation. Failure to comply with this provision will constitute a material breach of this Agreement. Company has the right to immediately terminate this Agreement and Client's access to and use of the TC Services in the event of a challenge by Client.

8.   WARRANTY LIMITATIONS

COMPANY DOES NOT PROVIDE ANY GOODS UNDER THIS AGREEMENT, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT. COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ALL SERVICES AND OBLIGATIONS PROVIDED HEREUNDER, AND ALL SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. CLIENT ACKNOWLEDGES THAT COMPANY HAS NOT REPRESENTED OR WARRANTED THAT THE SERVICES WILL BE SECURE, UNINTERRUPTED, ERROR FREE OR WITHOUT DELAY. CLIENT MAY NOT RELY UPON ANY ORAL REPRESENTATION AND/OR WARRANTY MADE CONCERNING THE SERVICES.

9.   INDEMNIFICATION

(a)   Indemnification by Company. Company shall defend, indemnify and hold Client and any of Client's officers, directors, agents and employees harmless from and against any and all third party claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) incurred by Client, (a) resulting from the intentional misconduct, gross negligence, or fraud of Company or (b) arising out of or relating to any alleged infringement of a U.S. patent or copyright of any other entity or person by the TC Services. Company's obligations in this Section do not apply if: (i) the TC Services have been modified by parties other than Company (ii) the TC Services are used in conjunction with data where use with such data gave rise to the infringement claim; (iii) Client's use of the TC Services in a manner inconsistent with this Agreement; or (v) Client's use of the TC Services with software or hardware not authorized by Company, where use with such other software or hardware gave rise to the infringement claim.

(b)   Indemnification by Client. Client shall defend, indemnify, and hold harmless Company and its affiliates, parents, and/or subsidiaries, and any of their officers, directors, agents and employees, from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) incurred by Company arising out of or relating to (a) any breach or alleged breach by Client of any representation, warranty, or obligation of Client set forth in this Agreement; (b) any damage or loss caused by negligence, fraud, dishonesty or willful misconduct by Client or any of Client's employees, agents or customers; (c) the reliability, accuracy, or legitimacy of data submitted by Client to Company; (d) any alleged infringement of a patent, copyright, trademark or other intellectual property right resulting from Client's actions; (e) any alleged or actual violation by Client of any applicable laws, regulations, the Network Rules or any regulatory body or agency having jurisdiction over the subject matter hereof. In the event Client causes fines and/or penalties to be charged to Company by the Card Networks or any other entity, Client agrees to immediately reimburse Company for said fines or penalties.

(c)   Indemnification Procedure. The obligations of each party ("Indemnitor") under this Section to defend, indemnify and hold harmless the other party ("Indemnitee") shall be subject to the following: (a) Indemnitee shall provide Indemnitor with prompt notice of the claim giving rise to such obligation; provided, however, that any failure or delay in giving such notice shall only relieve Indemnitor of its obligations under this section to the extent it reasonably demonstrates that its defense or settlement of the claim or suit was adversely affected thereby; (b) Indemnitor shall have control of the defense and of all negotiations for settlement of such claim or suit; and (c) Indemnitee shall cooperate with Indemnitor in the defense or settlement of any such claim or suit, provided that Indemnitee shall be reimbursed for all reasonable out-of-pocket expenses incurred in providing any cooperation requested by Indemnitor. Subject to clause (b) above, Indemnitee may participate in the defense of any such claim or suit at its own expense. Indemnitor shall not, without the consent of the Indemnitee, enter into any settlement that reasonably can be expected to require a material affirmative obligation of, result in any ongoing material liability to or materially prejudice Indemnitee in any way.

10.   LIMITATION OF LIABILITY

COMPANY ASSUMES NO LIABILITY FOR DISRUPTIONS IN TC SERVICES INCLUDING, BUT NOT LIMITED TO, VANDALISM, THEFT, PHONE SERVICE OUTAGES, INTERNET DISRUPTIONS, ACTS OF TERRORISM, LOST OR DAMAGED DATA, DISRUPTION OF TRANSACTION SERVICES, SYSTEMS, SERVER OR WEBSITE BY ANY MEANS, INCLUDING WITHOUT LIMITATION, DDOS ATTACKS, SOFTWARE VIRUSES, TROJAN HORSES, WORMS, TIME BOMBS, OR ANY OTHER TECHNOLOGY; OR SEVERE WEATHER CONDITIONS OR ANY OTHER CAUSES IN THE NATURE OF "ACTS OF GOD" OR FORCE MAJEURE.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL COMPANY OR ITS AFFILIATES BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, COMPANY AND ITS AFFILIATES' CUMULATIVE LIABILITY, IN THE AGGREGATE (INCLUSIVE OF ANY AND ALL CLAIMS MADE BY CLIENT AGAINST COMPANY AND/OR ITS AFFILIATES, WHETHER RELATED OR UNRELATED) FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, OR DAMAGES FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED THE LESSER OF, (I) $10,000; OR (II) THE AMOUNT OF FEES RECEIVED BY COMPANY PURSUANT THIS AGREEMENT FOR TC SERVICES PERFORMED IN THE IMMEDIATELY PRECEDING SIX (6) MONTHS.

11.   INSURANCE

Company will carry and maintain at its own expense commercially reasonable insurance, as determined by Company in its sole discretion, including but not limited to, comprehensive general liability with limits of $1,000,000 each occurrence, $2,000,000 aggregate with an umbrella policy of $5,000,000; automobile liability with a combined single limit of $1,000,000; workers compensation and employers' liability with limits of $1,000,000 and error and omissions (inclusive of cyber liability) with limits of $5,000,000. A copy of Company's current insurance certificates is attached hereto as "**Exhibit 2**".

12.   PROPRIETARY INFORMATION

(a)   Certain technology and software used in connection with TC Services is proprietary to Company. Client will not gain any ownership interest or any other right or interest in or to any of the proprietary information of Company by reason of this Agreement or by reason of receiving TC Services contracted for hereunder, and Client agrees to not disclose Company's proprietary information to any third party or use such information in any way without first obtaining the prior written permission of Company, which permission may not be unreasonably withheld.

(b)   Client shall have the right to use Company marketing or training materials bearing the Company name, service marks, trademarks, symbols, and logos associated therewith, as may be supplied by Company. Client will use Company marketing or training materials only in a manner and form approved by Company. All right, title and interest in and to the Company marks are retained by Company and upon termination or cancellation of this Agreement, for any reason, Client agrees to return all marks and shall have no further right to the use of Company marks and shall immediately cease all use and display thereof.

13.   TERMINATION

Termination Events: This Agreement may be terminated a) by either party for material breach not remedied within 30 days of receipt of written notice identifying in reasonable detail the reason for such breach; b) by Company if it is determined that Client is using the TC Services for any fraudulent, illegal, or unauthorized purpose; or c) by Company in the event Client fails to meet a monthly spend commitment of 85% of the average monthly spend over the prior six (6) months. The Parties acknowledge and agree that a failure by Client to pay all invoiced fees, costs and expenses within the timeframe provided within this Agreement shall constitute a material breach hereunder and a basis for Company to suspend TC Services and/or terminate the Agreement pursuant to this provision.

14.   EFFECT OF TERMINATION

(a)   The parties agree that if this Agreement is terminated before completion of the Initial Term or any Renewal Term for any reason other than a material uncured breach by Company, Client shall pay to Company the greater of the prior Processing Year's fee total or the average monthly spend over the prior six (6) months multiplied by the number of months remaining in the then

current Term. "Processing Year" shall be a 12-month period commencing on the date of Client's first live authorization attempt or any anniversary of such day.

(b)   Upon the expiration or termination of this Agreement for any reason, each party will be released from all obligations and liabilities to the other occurring or arising after the date of such termination, except that any termination of this Agreement will not relieve Company or Client from any liability arising from any prior breach of this Agreement.

(c)   Notwithstanding the foregoing, the provisions which, by their nature, are intended to survive the expiration or the early termination of the Agreement shall survive any termination or expiration of this Agreement. Upon termination, Company is not obligated to provide tokens (BillingIDs) generated to Client. Tokens generated during Client's use of TC Services are the sole property of Company.

15.   FORCE MAJEURE

Except for payment and indemnity obligations hereunder, neither party shall be liable for any failure or delay in performing any obligation under this Agreement that is due to causes beyond its reasonable control including, but not limited to, acts of God, natural catastrophes, war, acts of terrorism, fires, governmental acts or omissions, changes in laws or regulations, labor strikes or difficulties, communications systems breakdowns, hardware or software failures, transportation stoppages or slowdowns or the inability to procure supplies or materials. If any such cause continues to prevent or delay performance for more than ninety (90) days, the affected party may terminate this Agreement, in whole or in part, effective immediately upon written notice to the other party.

16.   ASSIGNMENT

The rights and liabilities of the Parties hereto shall be binding upon and inure to the benefit of their respective successors, executors and administrators, as the case may be, provided that Client may not assign or delegate its obligations under this Agreement, either in whole or in part, without first obtaining prior written consent from an authorized representative of Company, which consent may not be unreasonably withheld. Company may assign its rights and obligations under this Agreement to a third party in connection with a merger, acquisition, consolidation, the sale of all or substantially all of Company's assets, or other corporate reorganization.

17.   ADVERTISING

Client hereby authorizes Company to identify Client as a Company client and use Client's name in marketing materials as well as announce the relationship in a press release pending Client approval of release prior to distribution.

18.   WAIVER

The waiver by either party of any breach or failure to enforce any of the terms or conditions of this Agreement at any time shall not in any way affect, limit or result in a waiver of either party's rights thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

19.   CONFIDENTIAL INFORMATION

(a)   Each party agrees to (i) keep in confidence the other party's Confidential Information made available to it, (ii) not use or disclose Confidential Information except in furtherance of the business relationship between the Parties hereto and (iii) not disclose to any third party any Confidential Information, except as required by order of a court or other government entity. "Confidential Information" consists of any information relating to either party's business, trade secrets, financial information, marketing information, intellectual property rights, customer lists, operations and software products, computer source code and object code, hardware and software designs and specifications, schematics, engineering details and reports, flow charts, technology, tax returns, vendor lists, pricing and other product information, business plans and related documents, security reports, questionnaires and/or attestations, policies and procedures, Installation Guides, login credentials, passwords, and any such other information that either party would reasonably consider to be confidential or proprietary. However, Confidential Information shall not include any of these items that are already known to that party, in the public domain, or that were previously received from a third party not bound by a confidentiality agreement.

(b)   The Parties agree to disclose Confidential Information to their representatives only on a need-to-know basis, and only after such representatives have been informed of the terms of this Section and been given an opportunity to review it. Each party will protect the Confidential Information in the same manner it protects its own confidential information, which in no event will be a lower standard than common industry practice. Each Party shall be liable for any breach of the obligations of confidentiality

and restriction on use contained herein by it, and its respective affiliates, employees, officers, directors, agents, representatives, external or internal auditors or independent contractors. Client agrees to be responsible for informing any third parties to whom they provide access to Confidential Information (including contract management companies) of the confidential nature of the information and to ensure that the third parties are under a contractual obligation to maintain the confidentiality of such information. Client agrees to be responsible for any and all damages incurred by Company due to a breach of confidentiality by a third party to whom Client provided access. All Confidential Information shall remain the sole property of the disclosing party. Upon termination of this Agreement each party must destroy or continue to protect the Confidential Information of the other party in the manner set forth above.

(c)   Nothing contained in this Section shall be construed as granting or conferring any right, title, or interest, in any Confidential Information, patent, trademark, copyright, trade secret or other proprietary right that is now or subsequently owned by the disclosing party. Recipient shall not reverse engineer, decompile or disassemble any software or technology disclosed by the disclosing party. Recipient shall not alter, modify or prepare derivative works from the Confidential Information except in connection with the business relationship among the Parties, and all such derivative works shall be destroyed at the request of the disclosing party.

(d)   Recipient shall not utilize any knowledge gained or access to the disclosing party's Confidential Information to develop products or solutions that are competitive to those of the disclosing party; provided however, that nothing in this Section shall preclude the recipient from independently developing products or solutions if the recipient can demonstrate by competent evidence that such product or solution was independently developed through no use of Confidential Information provided by the disclosing party.

(e)   The Parties acknowledge and agree that release of Confidential Information in violation of this Section may cause irreparable harm, which may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation or threatened violation of the terms of this Agreement, the disclosing party shall be entitled to injunctive relief from a court of competent jurisdiction in addition to damages and any other remedy available at law or in equity.

20.   CHOICE OF LAW/JURISDICTION AND VENUE/ARBITRATION

(a)   This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without reference to its conflict of law principles. The Parties hereto submit to exclusive jurisdiction in the courts of Texas, and venue under this Agreement shall lie in the County of Dallas for the State of Texas.

(b)   If Client files a claim or counterclaim against Company, Client shall do so on an individual basis and not with any other client or as part of a class action.

(c)   All disputes and claims relating to this Agreement and TC Services and any other claims or causes of action relating to the performance of the Agreement shall be settled totally and finally by binding arbitration in Dallas, Texas, or such other location as Company prescribes, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on the Parties and may be reduced to a judgment in any court of competent jurisdiction, if need be. Notwithstanding this Section, the Parties each retain the right to seek an injunction or other equitable relief in any court referenced above, and each party hereby waives any and all defense it may have on the grounds of lack of jurisdiction of any court in Dallas County, Texas or competence of the court to grant such an injunction or other equitable relief.

21.   NOTICES

Any notice, request, demand, waiver, approval or other communication which is required or permitted to be given hereunder shall be given in writing to the appropriate party at the address specified in this Agreement or at such other address as the party may subsequently specify in writing. Such notice shall be deemed given upon personal, email, or nationally recognized, next-day courier service delivery to the appropriate address or five (5) days after the date of mailing if sent by certified, registered or first-class mail. If any written communication concerns a potential or existing dispute between the Parties hereto, Client agrees to address and/or copy said communication to the attention of "Legal Department" and if sent via email to legal@spherecommerce.com.

22.   HEADINGS

The headings in this Agreement are for convenience only and do not in any way limit or amplify the terms or conditions of this Agreement.

23. NO EMPLOYMENT

During the Term of this Agreement, Client shall not solicit for employment any of Company's then-current employees without first obtaining Company's prior written consent.

24. ATTORNEYS' FEES

In the event that any legal action be brought by either party against the other under this Agreement, the successful prevailing party thereto shall be entitled to recover reasonable attorneys' fees, court costs and other expenses, including actual expert witness fees, if any, incurred in such action or proceeding, in addition to any other relief to which the prevailing party may be entitled.

25. PARTIAL INVALIDITY

Should any provision of this Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

26. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and all prior understandings, agreements, representations and warranties with respect thereto are superseded hereby. No amendment or modification hereof shall be binding unless in writing and duly executed by both Parties hereto.

27. NEUTRAL CONSTRUCTION

No provision of this Agreement is to be interpreted for or against either party because that party or its legal representative drafted such provision.

28. AUTHORITY TO EXECUTE

The Parties agree to be bound by the terms and conditions of this Agreement as of the Effective Date. Both Parties represent, warrant, and covenant that its signatory to this Agreement has full power and authority to execute and deliver this Agreement and that they have obtained all necessary approvals, consents and authorizations required for the signatory to execute and deliver this Agreement.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CLIENT	COUNTY OF CHATHAM	COMPANY	SPHERECOMMERCE, LLC
SIGNATURE:		SIGNATURE:	
NAME:		NAME:	
TITLE:		TITLE:	
DATE:		DATE:	
TAX ID/SS:			

EXHIBIT 1: QUOTATION OF FEES

Quote Date: 8/1/2024   **Solutions Consultant: Leandro Nascimento**

⚠️   **Important: The following quoted rates are valid for 30 calendar days beginning as of the quote date listed above.**

PRODUCT & SERVICES SUMMARY

TC Solution	Yes/No	Fees
Account Type Standard: 3 CustIDs or fewer; Up to 5 User IDs Included	☒Standard	See Schedule A
TC Gateway Services Gateway services include TC Vault Virtual Terminal, TC Link API, Batch Upload and Settlement, Custom Fields, Reporting. **Credit Card** ☒ Yes ☐ No **ACH Services** ☐ Yes ☒ No If Yes, Please Select: ☐ TC **Or** ☐Financial Institution (Requires Initial) **ACH WEB Validation** ☐ Yes ☒ No	☒Yes ☐ No	See Schedule A
TC Citadel Tokenization Services Full service tokenization solution: Recurring Billing, TC CardCurrent - Account Updater, TC Unstore – Bulk Token Removal of Stagnant Tokens	☒Yes ☐ No	See Schedule B

Payment
Customer PO # *(optional)*:   If provided, the purchase order number (PO #) is included on all monthly invoices.
Pay Electronically via **TC Vault > Billing & Invoices**: ☒   Auto Bill - Pay invoice monthly automatically. All fees are due and payable by Client via automatic ACH debit on the 5th of the month for the prior month's fees. In the event there are not sufficient funds in Client's account to pay the balance due or if equipment has been invoiced, a follow up ACH debit will be initiated on the 20th of the month by SphereCommerce. Transit # (ABA Routing) _____   Account # (DDA) _____ *By providing the above information, you are authorizing SphereCommerce to initiate ACH debit and credit transactions to said account

SCHEDULE A – ACCOUNT AND GATEWAY SERVICES

Account Type
Standard (3 CustIDs or fewer; Up to 5 User IDs included)
One-time Licensing and Set Up: $99.99
Monthly Minimum: $39.99 (Applies to Credit Card) (Monthly Minimum – The monthly minimum fee is waived if cumulative authorization fees are greater than the quoted monthly minimum.)
Additional User ID Fee: $19.99, per User ID, per year
Authorization fees are counted at the **CustID** level

GATEWAY SERVICES – CREDIT CARD / DIGITAL WALLET*

Fees are based on monthly authorization count. The cost per authorization will be calculated based on the applicable range provided in the table below and will include the basis points of the dollar amount authorized. Authorization fee count will include:

- Each authorization attempt (credit, PIN-debit, PINless debit, EMV, PayPal, Venmo etc.) approved or not approved
- Dial up transactions (additional fees apply)

Authorization fee count *will not* include: Settlement records/captured transactions and/or Reversals

*Digital Wallet may require a separate contract with a third party

Cost Per Authorization	
$0.1500	+0.10% of authorized volume

Schedule B - Additional Products and Services

TC Solution	Fees
TC Citadel Tokenization Services Full service tokenization: Pricing includes storage, monthly updates and unstoring of tokens not used for a period of [x] mos	$0.050 per BillingID token per month for new and existing tokens.
Professional Services * Requires an executed statement of work.	$225.00 per hour

EXCLUSIONS AND EXPLANATIONS

- Prices do not cover any required customized programming/professional services.
- Prices do not include dial up services.
- **Pricing Modifications**: Company reserves the right to change the surcharge pricing for Epic Connection Hub upon 30 days' written notice to Client if the costs associated with these fees are adjusted or supplemented by Epic.

NOTES:

Exhibit 2

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

8/25/2024

DATE (MM/DD/YYYY)
8/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:		
	PHONE (A/C, No. Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : American Zurich Insurance Company		40142
INSURED 1473703 SphereCommerce, LLC 1 Macarthur Pl Santa Ana CA 92707	INSURER B : Zurich American Insurance Company		16535
	INSURER C : American Guarantee and Liab. Ins. Co.		26247
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES   CERTIFICATE NUMBER: 17648541   **REVISION NUMBER:**   XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE X OCCUR	N	N	CPO 3006212 00	8/25/2023	8/25/2024	EACH OCCURRENCE	$ $1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ $1,000,000
							MED EXP (Any one person)	$ $10,000
							PERSONAL & ADV INJURY	$ $1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PROJECT ☐ LOC OTHER:						GENERAL AGGREGATE	$ $2,000,000
							PRODUCTS - COMP/OP AGG	$ $2,000,000
								$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	N	N	CPO 3006212 00	8/25/2023	8/25/2024	COMBINED SINGLE LIMIT (Ea accident)	$ $1,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
C	X UMBRELLA LIAB X OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	N	N	AUC 8630631 00	8/25/2023	8/25/2024	EACH OCCURRENCE	$ $10,000,000
							AGGREGATE	$ $10,000,000
								$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC 3006213 00	8/25/2023	8/25/2024	X PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	$ $1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ $1,000,000
							E.L. DISEASE - POLICY LIMIT	$ $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
17648541 For Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)   The ACORD name and logo are registered marks of ACORD

ACORD® CERTIFICATE OF LIABILITY INSURANCE

	DATE (MM/DD/YYYY)
9/24/2023	8/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	PHONE (A/C, No, Ext): / FAX (A/C, No): E-MAIL ADDRESS:

	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Indian Harbor Insurance Company	36940
INSURED 1474027 SphereCommerce, LLC 1 Macarthur Pl Santa Ana CA 92707	INSURER B : AIG Specialty Insurance Company	26883
	INSURER C : National Union Fire Ins Co Pitts. PA	19445
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES   CERTIFICATE NUMBER: 17350932   REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NOT APPLICABLE			☐ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A B C	Cyber/Tech E&O XS Cyber/Tech E&O Crime D&O	N	N	MTP9043908 02 01-421-33-19 01-581-90-80	8/25/2023 8/25/2023 9/24/2022	8/25/2024 8/25/2024 9/24/2023	Limit: $5M;Ret: $250,000 Lim.: $5M xs $5M Lim.: $1M;Ret: $25k Lim.: $5M;Ret: $100k	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

CERTIFICATE HOLDER	CANCELLATION See Attachment
17350932 For Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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