

Mastercard Developers Evaluation Agreement

This Mastercard Developers Evaluation Agreement (“**Agreement**”) is entered into as of the date You accept it between MasterCard International Incorporated, a Delaware corporation, on behalf of itself and its affiliates (“**Mastercard**”), and You. This Agreement governs Your use of the platform available at <https://developer.mastercard.com/> including any Web Service, Service API or SDK (as those terms are defined below) accessible on or through that platform (“**Mastercard Developers**”) and the manuals, guides or other materials accessible through Mastercard Developers from time to time including, but not limited to, the specifications and technical documentation accompanying any Web Service, Service API or SDK (the “**Mastercard Developers Materials**”) for the Permitted Evaluation Purpose (as defined below). Any other use requires obtaining separate appropriate rights to distribute the Licensed Implementation, which may require the payment of fees. The parties agree as follows:

1. Definitions

- 1.1 “**API Code**” means human-readable programming instructions in the Mastercard Developers Materials that can be implemented in a computer program.
- 1.2 “**Confidential Information**” means the Mastercard Developers Materials, API Code and any and all information, materials, algorithms, software and technology contained in or relating to the Mastercard Developers Materials or API Code, or derivative works based thereon, in each case that is disclosed to, developed by or acquired by You, except for any such information that (a) has entered the public domain other than by a breach of Your confidentiality obligations, (b) was in Your possession prior to its disclosure to or acquisition by You as proved by documentary evidence; or (c) was or is independently developed by Your employees who did not or do not have access to the Mastercard Developers Materials and API Code, or derivative works based thereon, as proved by documentary evidence.
- 1.3 “**Intellectual Property Rights**” means all present and future rights, title and interest in (a) patents, utility models, designs (whether registered or unregistered), trademarks, service marks, corporate names, trade and business names, domain names, copyrights, logos, rights to software, databases, inventions, semiconductor topography rights, moral rights, trade secrets, confidentiality and other proprietary rights including all rights to know-how and other technical or commercial information, rights in the nature of unfair competition rights, rights to sue in passing off; (b) the benefit of all registrations, applications to register any of the foregoing and rights to apply for such registrations; and/or (c) any and all other rights similar or analogous to any of the foregoing whether arising or granted in any jurisdiction.
- 1.4 “**Licensed Implementation**” means an implementation of a Web Service, Service API and/or SDK that: (a) complies with all of the portions of the relevant Mastercard Developers Materials; (b) only functions for the applicable Permitted Evaluation Purpose; and (c) includes any required attribution.
- 1.5 “**Necessary Claim**” means a claim of an unexpired patent that: (a) is owned by Mastercard; and (b) is necessarily infringed by implementing a Service API in accordance with the relevant Mastercard Developers Materials. A claim is necessarily infringed only when it is not possible to avoid infringing it because there is no non-infringing alternative for implementing the Service API in accordance with the Mastercard Developers Materials.
- 1.6 “**Permitted Evaluation Purpose**” means evaluating and testing API Code, Service APIs, Web Services and/or SDKs available for use by means of Mastercard Developers.
- 1.7 “**SDK**” means all software in any software development kit made available by Mastercard including source code, object code, code libraries, sample code, build files, tools and programs.
- 1.8 “**Service API**” means a proprietary RESTful or other application programming interface (API) for a Web Service.
- 1.9 “**Web Service**” means a Mastercard web service made available for use by means of Mastercard Developers for the Permitted Evaluation Purpose including, but not limited to, the “sandbox” environment.
- 1.10 “**You**” means the person accepting this Agreement and such person’s employer or other entity on whose behalf such person is accessing Mastercard Developers and the materials and services accessible by means of Mastercard Developers; “**Yours**” shall be construed accordingly.

2. Rights to Develop, Test, Use, and Ownership

2.1 **Access to Mastercard Developers.** Mastercard permits You to access and use Mastercard Developers and the Mastercard Developers Materials only for the Permitted Evaluation Purpose, and You may implement prototypes based on such materials and resources in furtherance of the Permitted Evaluation Purpose only. You agree not to use Your access to Mastercard Developers or Mastercard Developers Materials for any other purpose or attempt to gain access to any other portion of Mastercard Developers without separately obtaining from Mastercard appropriate rights to distribute the Licensed Implementation, which may require the payment of fees. You are responsible for all activity in connection with Your username and account.

2.2 **Access Keys.** Within a reasonable period of time after executing this Agreement, Mastercard will issue You one or more access keys, which are required to access the Mastercard Developers Materials and to interface with a Web Service via a Service API. Mastercard may require You to go through an approval process to obtain access keys. You must use the access keys solely for the Permitted Evaluation Purpose and not share

the access keys with any third party (except as permitted pursuant to Section 4). You are responsible for any access to or use of Web Services attributable to Your access key. Mastercard has the right to monitor Your use of access keys and access to Web Services to ensure that You are complying with this Agreement. Mastercard may revoke access keys at any time in its sole discretion.

2.3 Copyright License. Subject to the terms of this Agreement and solely for the Permitted Evaluation Purpose, Mastercard hereby grants to You a non-exclusive, royalty-free, non-sublicenseable, nontransferable, personal, worldwide copyright license to: (a) reproduce and use the Mastercard Developers Materials solely to develop and test Licensed Implementations; (b) reproduce and modify the API Code solely to develop and test Licensed Implementations; and (c) distribute the API Code (including permitted modifications) in machine-readable form solely as part of a Licensed Implementation.

2.4 Patent License. Subject to the terms of this Agreement and solely for the Permitted Evaluation Purpose, Mastercard hereby grants You a nonexclusive, royalty-free, non-sublicenseable, nontransferable, personal, worldwide license under any Necessary Claims to use the Mastercard Developers Materials and API Code to use Licensed Implementations during the Term.

2.5 Commercial Use. Any commercial or production use requires You to separately obtain from Mastercard appropriate rights to distribute the Licensed Implementation, which may require the payment of fees.

2.6 Trademark Use. You are not licensed or authorized to use Mastercard's name or Mastercard's logos, trademarks, and trade names without the prior written permission of Mastercard.

2.7 Ownership. You and Mastercard acknowledge and agree that, as between You and Mastercard, Mastercard owns and shall own all rights, title and interests in and to the Mastercard Developers and Mastercard Developers Materials, including all Intellectual Property Rights therein. You agree to execute, or to have any relevant employee or director execute, any document necessary to transfer ownership of any of the foregoing made by any of your employees or directors to Mastercard.

2.8 Reservation of Rights. All rights not expressly granted to You in this Agreement are reserved by Mastercard. No additional rights (including any implied licenses or other Intellectual Property Rights) are granted by implication, estoppel or otherwise to You.

3. Restrictions

3.1 Restrictions. Except as expressly set forth in this Agreement, the licenses granted to You in this Agreement do not include the right to, and You must not: (a) modify any portion of the Mastercard Developers Materials; (b) implement a routine, data structure, or protocol described in the Mastercard Developers Materials in any other API; (c) implement a Service API to operate with any service or product other than the related Web Service; (d) use Mastercard Developers or the Mastercard Developers Materials to develop or test any unauthorized replacement or alternative to any Mastercard product or offering; (e) sublicense, rent, sell, lease, loan, provide, distribute, disclose, supply, commercially exploit or otherwise transfer ("Exploit") any portion of the Mastercard Developers Materials (including prior versions or derivative works thereof); (f) change or extend any of the interfaces described in the Mastercard Developers Materials (except as expressly authorized in the Mastercard Developers Materials); (g) modify, decompile, reverse engineer, deconstruct, decrypt or disassemble any SDK accessible on or through the Mastercard Developers (including, but not limited to, the SDKs) in whole or in part (g) import or export any portion of the Mastercard Developers Materials without first obtaining Mastercard's written approval and, if so permitted to import or export any portion of the Mastercard Developers Materials, then You shall comply with all foreign and U.S. export and import regulations applicable with respect to the Mastercard Developers Materials; (h) use any Service API or Web Service for training, commercial time-sharing, service bureau, subscription service, or rental use; (i) attempt to access or interface with a Web Service except to perform permitted testing of a Licensed Implementation; (j) display or disclose any portion of the Mastercard Developers Materials to any person except pursuant to Section 4; (k) remove, alter, or cover any copyright or other proprietary rights notices in the Mastercard Developers Materials; (l) expose a Service API to end users except as specifically described in the Mastercard Developers Materials; (m) interfere with or limit the normal operation of a Web Service or Mastercard Developers; (n) disable or circumvent the access keys or other security features used by Mastercard; or (o) cause, assist, or permit any third party (other than as permitted under Section 4) to do any of the foregoing.

3.2 Open Source Restriction. You must not: (a) subject any portion of a Licensed Implementation to the terms of any open source license without Mastercard's prior written consent (including by using an open source component in a Licensed Implementation); or (b) design a Licensed Implementation in a manner that would cause a Web Service to be subject to the terms of an open source license (e.g., via use of the Licensed Implementation to interface with a Web Service). An open source license includes a license that meets the Open Source Initiative's Open Source Definition or a license that requires, as a condition of use, modification, or distribution of technology subject to such license, that the technology or other technology combined or distributed with such technology: (i) be disclosed or distributed in source code form; (ii) be licensed for the purpose of making derivative works; or (iii) be re-distributable at no charge.

3.3 No Distribution of Licensed Implementations. You are not licensed to, and You must not, Exploit Licensed Implementations (or any portion thereof) until You have separately obtained from Mastercard appropriate rights for You to Exploit the Licensed Implementation (or relevant portions thereof) in a particular manner, which may require the payment of fees. You must not make any express or implied warranty to third parties (including to end users of Licensed Implementations) on behalf of Mastercard.

3.4 Access to and Use of Web Services. Except for permitted testing of Licensed Implementations, You are not licensed to, and You must not, access or use a Web Service until You have separately obtained from Mastercard appropriate rights to access and use a Web Service, which may require the payment of fees. In addition, an end user of a Licensed Implementation may be required to separately obtain rights to access and use a Web Service directly from Mastercard (which may require the payment of fees).

3.5 Continued Development. In order to facilitate continued development of, and integration with, each Service API and Web Service by You and others, (a) You hereby grant to Mastercard, licensees of Mastercard Developers Materials, and users of each Service API and Web Service a limited non-exclusive, royalty-free, irrevocable, worldwide license under any patent claims arising from Your development of or otherwise owned or licensable by You and covering Licensed Implementations to use, make, have made, sell, offer to sell, and import the products, services, and solutions that implement a Service API or that integrate with a Web Service; and (b) You hereby grant to Mastercard a perpetual, irrevocable, nonexclusive, transferable, royalty-free, fully paid-up, worldwide license with the right to grant sublicenses to use and exploit in any manner and without any restrictions, any suggestions that You provide to Mastercard regarding a Service API, a Web Service, or the Mastercard Developers Materials, including suggestions for improvements and corrections. In addition, Mastercard is not obligated to maintain the confidentiality of any information made available by You to Mastercard under this Agreement.

4. Confidentiality

4.1 You shall protect this Confidential Information from unauthorized use, access, or disclosure in the same manner that you would use to protect your own confidential and proprietary information of a similar nature (and in no event with less than a reasonable degree of care) and, except as otherwise provided in this Agreement, You shall not, without the prior written consent of Mastercard, disclose any of the Confidential Information to any third party except (a) subject to Section 4.2, to Your employees and contractors who are required to use a Web Service, a Service API or the Mastercard Developers Materials on Your behalf as permitted under this Agreement and only to the extent necessary for that usage and provided that they are bound by confidentiality obligations substantially similar to Yours or (b) as required by law or any regulatory authority (and except as disclosed to any regulatory authority in connection with any regulatory application or request for approval) and, in those circumstances, You shall give Mastercard prompt written notice of such potential disclosure before it occurs so that Mastercard shall have sufficient opportunity to prevent such disclosure through appropriate legal means or otherwise protect its Confidential Information.

4.2 You shall ensure that each person, partnership, corporation, association or other legal entity (each, a "Person") to whom You may make disclosure under Section 4.1 is aware of Your duty of confidentiality under this Agreement and shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner that they would use to protect their own confidential and proprietary information of a similar nature (and in no event less what you are bound to under Section 4.1) and not to use the Confidential Information for any purpose other than the Permitted Evaluation Purpose. You shall, if requested by Mastercard, take any steps as Mastercard may reasonably request to enforce any duty of confidence owed to You by any Person insofar as that enforcement appears to Mastercard to be necessary for the protection of the confidentiality of the Confidential Information.

5. Availability and Support

5.1 Performance and Availability of Web Services. Mastercard does not make any commitment to You (a) regarding the performance of a Web Service or a Service API or (b) that Mastercard will continue to make available or support a Web Service or Service API. If Mastercard breaches any commitment regarding performance, security, or availability set forth in this Agreement, then, as Your sole remedy and Mastercard's exclusive liability for that breach, You may terminate this Agreement. Mastercard is not obligated to remedy the performance failure or make the Web Service or Service API or Mastercard Developers available.

5.2 Technical Support. Mastercard is not obligated to provide any technical or other support to You, except that Mastercard will use commercially reasonable efforts to answer Your technical questions about the Mastercard Developers Materials.

6. No Fees

6.1 **No Fees.** There are no fees or other charges for using Mastercard Developers for the Permitted Evaluation Purpose.

7. Term and Termination

7.1 **Term.** The term of this Agreement commences on the Effective Date and continues in effect until terminated in accordance with the provisions of this Agreement (the "Term").

7.2 **Termination.** You may terminate this Agreement at any time upon written notice to Mastercard. Mastercard may terminate this Agreement: (a) immediately upon written notice, if You are in material breach of Section 2; (b) if You otherwise materially breach this Agreement and fail to cure

the breach within 30 days after You receive notice of the breach from Mastercard; (c) immediately, if You assert any claim of patent infringement against Mastercard based on patents reading on any portion of a Web Service or Service API; or (d) immediately, if the Licensed Implementation (or any part thereof) or any associated documentation gives rise to any legal claim, lawsuit, action or other proceeding against Mastercard any of its affiliates or its or their respective officers, directors, employees, agents.

7.3 Effect of Termination and Survival. Upon termination, Your licenses under this Agreement will end and You will: (a) return or destroy all copies of the Mastercard Developers Materials in Your possession; (b) cease to develop or distribute Licensed Implementations; (c) cease to access the Web Services for any purpose; and (d) destroy all copies of Licensed Implementations in Your possession or control, except that authorized licenses to Licensed Implementations granted to end users prior to termination and in accordance with the terms of this Agreement will survive termination. In addition, Sections 2.7, 3.5, 4, 7.3, 8.2, 9, 10, and 11 will survive any termination of this Agreement.

8. Representations and Disclaimers of Warranty

8.1 Representations. Each party represents and warrants that: (a) the person signing this Agreement on its behalf has all necessary power and authority to do so, and that upon such signature this Agreement is a binding obligation upon it; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary action on its part; (c) this Agreement constitutes a valid and binding obligation on the party that is enforceable in accordance with its terms; and (d) by selecting to send a registration email through the website, You agree and acknowledge you have sought permission from the recipient to send this registration email to them and your name and email address will be shared with the recipient. Each party represents and warrants that the entering into and performance of this Agreement by it does not and will not violate, conflict with, or result in a material default under any other contract, agreement, indenture, decree, judgment, or undertaking.

8.2 Disclaimers. THE MASTERCARD DEVELOPERS MATERIALS, MASTERCARD DEVELOPERS INCLUDING, BUT NOT LIMITED TO, WEB SERVICES, SERVICE APIS, SDKS AND ALL INTELLECTUAL PROPERTY MADE AVAILABLE OR LICENSED BY MASTERCARD UNDER OR IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. MASTERCARD DISCLAIMS ALL WARRANTIES DUTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE MASTERCARD DEVELOPERS MATERIALS, MASTERCARD DEVELOPERS INCLUDING, BUT NOT LIMITED TO, WEB SERVICES, SERVICE APIS, SDKS AND RELATED INTELLECTUAL PROPERTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITATION, MASTERCARD SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES THAT ANY PRACTICE OR IMPLEMENTATION OF MASTERCARD DEVELOPERS, THE MASTERCARD DEVELOPERS MATERIALS, IN WHOLE OR IN PART, WILL NOT INFRINGE ANY THIRD PARTY'S PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS. SHOULD MASTERCARD DEVELOPERS, THE MASTERCARD DEVELOPERS MATERIALS PROVE TO HAVE DEFECTS OF ANY TYPE, MASTERCARD WILL NOT BEAR ANY COSTS OR EXPENSES OF ANY SERVICING, REPAIR AND/OR CORRECTION IN CONNECTION WITH ANY IMPLEMENTATIONS.

9. Indemnification

9.1 **Defense of Claims.** You will defend Mastercard and its affiliates and their employees, directors, agents, and representatives ("**Mastercard Indemnified Parties**") from any actual or threatened third party claim arising out of or based upon Your breach of this Agreement, Your negligence or willful misconduct, Your failure to comply with applicable law, Your infringement or other violation of a third party's or Mastercard's intellectual property rights, or a Licensed Implementation in whole or in part (including a customer or other third party's use of a Licensed Implementation, or any part thereof, and any data breach relating to a Licensed Implementation, or any part thereof). Mastercard will ensure: (a) the applicable Mastercard Indemnified Party gives You prompt written notice of the claim; (b) You have full and complete control over the defense and settlement of the claim; (c) the applicable Mastercard Indemnified Party provides assistance in connection with the defense and settlement of the claim as You may reasonably request; and (d) the applicable Mastercard Indemnified Party complies with any settlement or court order made in connection with the claim (e.g., relating to the future use of any infringing materials).

9.2 **Indemnification.** You will indemnify each of the Mastercard Indemnified Parties against (a) all damages, costs, and attorneys' fees finally awarded against any of them in any proceeding under Section 9.1; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of such proceeding (other than attorneys' fees and costs incurred without Your consent after Your accepted defense of such claim); and (c) if any proceeding arising under Section 9.1 is settled, You will pay any amounts to any third party agreed to by You in settlement of any such claims.

10. Limitation of Liability

NONE OF MASTERCARD OR ITS SUPPLIERS AND LICENSEES WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT. MASTERCARD'S TOTAL AGGREGATE LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO US \$1,000. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT ANY OF THE FOREGOING PARTIES HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH LOSS OR DAMAGE AND EVEN IF A REMEDY SET FORTH IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. Miscellaneous

11.1 **No Partnership.** Joint Venture or Franchise. This Agreement will not be construed as creating a partnership, joint venture, or agency relationship or as granting a franchise.

11.2 **Notices.** All notices in connection with this Agreement will be deemed given as of the day they are received either by messenger, overnight delivery service, or in the United States of America mail, postage prepaid, certified or registered, return receipt requested, and addressed either to You or to Mastercard at the addresses specified in this Agreement, or to such other address as a party may designate pursuant to this notice provision, or, in the case of Mastercard only, by posting notice to Mastercard Developers or sending an email to any email that you provide to Mastercard in connection with Mastercard Developers.

11.3 **Governing Law; Jurisdiction.** The terms of this Agreement and any related claims will be governed and construed in accordance with the laws of the State of New York and the United States without regard to the conflict law provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Unless waived by Mastercard at its sole discretion, the exclusive venue and jurisdiction for any disputes or actions arising out of or related to this Agreement will be the state and federal courts located in Westchester County, New York.

11.4 **Assignability.** Neither party may assign its right, duties, and obligations under this Agreement without the other party's prior written consent, which consent will not be unreasonably withheld or delayed, except that a party may assign this Agreement without the other party's consent to a successor (including a successor by way of merger, acquisition, sale of assets, or operation of law) if the successor agrees in writing to assume and fulfill all of the assigning party's obligations under this Agreement and, if You are the assignor, the successor does not indirectly or directly compete with Mastercard. Any assignment in violation of this Section 11.4 is void.

11.5 **Construction.** If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any limitation or restriction on the grant of any license to You under this Agreement is found to be illegal, unenforceable, or invalid, the license will immediately terminate. Failure by a party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

11.6 **Entire Agreement.** This Agreement is the final and complete expression of the agreement between these parties regarding the subject matter of this Agreement. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement, except that this Agreement does not supersede any prior nondisclosure or comparable agreement between the parties executed prior to this Agreement being executed. This Agreement cannot be modified by You except by a written agreement dated after the date of this Agreement and signed on behalf of You and Mastercard by their respective duly authorized representatives. Mastercard may amend the terms of this Agreement by providing notice to You by email or by posting notice of the change to Mastercard Developers and Your continued use of Mastercard Developers will constitute Your acceptance of such amendment. If you do not agree to such an amendment by Mastercard, You must terminate this Agreement and discontinue use of Mastercard Developers.

11.7 **Interpretation.** Any reference to any agreement, document, or instrument will mean the agreement, document, or instrument as amended or modified and in effect from time to time in accordance with its terms. Whenever the words "include," "includes," or "including" are used in the Agreement, they will be deemed to be followed by the words "without limitation." The word "or" is used in the inclusive sense of "and/or." The terms "or," "any," and "either" are not exclusive.