

Data Transfer Agreement

This Data Transfer Agreement (this “**Agreement**”) is entered into as of the latest of the dates set forth on the signature page hereto (the “**Signature Page**”; such date, the “**Effective Date**”), by and between First Data Merchant Services, LLC (an affiliate of CardConnect LLC) (“**First Data**”), the party listed as Requestor on the Signature Page, with its principal place of business located at the address set forth under its name on the Signature Page (“**Requestor**”), and, if applicable, the party listed as Third Party on the Signature Page, with its principal place of business located at the address set under its name on the Signature Page (“**Third Party**”).

Background

The Requestor desires that First Data transfer to Third Party or Requestor (such transferee, “**Receiving Party**”) the information relating to Requestor and Requestor’s customers to enable Receiving Party to provide payment processing services for Requestor’s customers.

Agreement

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Transfer of Data.** After the Effective Date and upon receipt of the fees set forth on **Schedule A**, First Data agrees to transfer all applicable credit card information, transaction identifications, and recurring transaction profiles, as requested by Requestor, necessary for Receiving Party to process transactions (whether on its own behalf or on behalf of Requestor) that First Data has been processing under its applicable agreement(s) with Requestor (collectively, “**Customer Data**”). First Data will provide the applicable Customer Data to Receiving Party in an encrypted manner consistent with applicable laws and regulations, industry accepted technology, First Data’s policies, and as mutually agreed upon by Requestor and First Data following Requestor’s request, First Data’s validation of such request, and subject to Requestor, Third Party (if applicable), and Receiving Party fulfilling the obligations set forth herein. Any subsequent transfers of Customer Data shall also be subject to and in accordance with this Agreement. Subject to the terms that shall survive termination of this Agreement, upon completion of the transfer of such Customer Data, this Agreement shall terminate unless otherwise terminated in writing by the parties.
2. **Information Security.** Prior to any transfer of Customer Data hereunder, Requestor shall provide First Data with such information as First Data may request in order to confirm that the systems in which any Customer Data will be used, stored, or transferred (“**Systems**”) do not pose a risk to the security or integrity of the Customer Data.
3. **Representations, Warranties and Covenants.** Each of Requestor, Third Party (if applicable), and Receiving Party represents, warrants, and covenants that: (a) the Systems shall at all times comply with the Payment Card Industry Data Security Standards (“**PCI DSS**”); (b) it will use the Customer Data solely as necessary and permitted by applicable laws and regulations to continue processing payments; and (c) it has obtained all required registrations with the card associations and remain in good standing at all times.

4. **Diligence and Agreement with Third Party.** Prior to the transfer of any Customer Data from Requestor to Third Party (if applicable), Requestor shall: (a) conduct a thorough due diligence review on Third Party; and (b) enter into a written agreement with Third Party obligating Third Party to abide by and fully comply with PCI DSS and all other applicable laws, rules, and regulations in connection with the transfer, storage, and use of the Customer Data by Third Party; provided, however, that Requestor will not enter into an agreement with Third Party or otherwise provide access to the Customer Data under circumstances in which Requestor knows or should know that Third Party would pose a material risk to the security or integrity of the Customer Data.

5. **Confidentiality.** No party will disclose non-public information about any other party's business (including the terms of this Agreement, technical specifications, customer lists, or information relating to a party's operational, strategic, or financial matters, integration requirements, information accessed via the First Data application program interface, or information relating to First Data's systems, technology, or processes, or pricing information) (together, "**Confidential Information**") to a third party, and each party acknowledges the right of the other parties to seek an injunction in connection with an alleged breach of the foregoing. Confidential Information does not include information that: (a) is or subsequently becomes publicly available through no fault of the recipient; (b) the recipient lawfully possesses before its disclosure without violation of any related confidentiality obligations; (c) is independently developed without reliance on the discloser's Confidential Information; or (d) is received from a third party that is not obligated to keep it confidential. Each party will implement and maintain reasonable technical, physical, and administrative safeguards to protect the other party's Confidential Information.

6. **Indemnification and Limitation of Liability.** Each of Requestor, Third Party (if applicable), and Receiving Party shall indemnify, defend, and hold harmless First Data, its affiliates, and their respective directors, officers, employees, successors, and assigns from and against any and all third party claims, losses, liabilities, damages, suits, actions, government procedures, card association fines, taxes, penalties, interest, associated auditing and legal expenses (including reasonable attorneys' fees), and other costs incurred by First Data and such persons arising from Requestor's, Third Party's (if applicable), or Receiving Party's, or their agents', affiliates', subcontractors', or personnel's, breach of this Agreement, failure of Requestor, Third Party (if applicable), or Receiving Party to be properly registered with the card associations, failure to properly safeguard the Customer Data, or otherwise as a result of First Data's transfer of the Customer Data to Requestor, Third Party (if applicable), or Receiving Party hereunder. First Data shall not be liable for any lost profits, consequential, indirect, exemplary, punitive, or incidental damages related to or arising out of this Agreement. First Data's liability under this Agreement shall be limited to its gross negligence or willful misconduct and shall not exceed, in the aggregate, the amount of fees paid to First Data by Requestor as set forth on **Schedule A**.

7. **Miscellaneous.** Any notices required under the Agreement must be in writing and may be delivered by hand or by courier or sent by mail (return receipt requested) or email to the applicable address set forth on the signature page hereto. This Agreement represents the entire agreement between the parties, and there are no other agreements, contracts, or understandings between the parties with respect to the subject matter hereof. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to

principles of conflicts of law. The parties hereby consent to the exclusive jurisdiction of state and federal courts in the State of New York. This Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and scanned signatures shall be as effective and binding as original signatures. The provisions of this Agreement that should logically continue beyond termination of this Agreement, including but not limited to, those in **Section 3**, **Section 5**, and **Section 6**, shall survive termination of this Agreement.

(No further text on this page. Signature page follows.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

REQUESTOR:

Entity name: Meals on Wheels San Francisco

By: _____

Name: Salena Bailey

Title: Dir of Development Operations

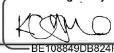
Date: 4/11/23

Address: 1375 Fairfax Ave
SF, CA 94124

Email: Sbailey@mowsf.org

THIRD PARTY (if applicable):

Entity name: Spreedly, Inc.

By: 
DocuSigned by:
BE108849DB824F9...

Name: Nellie vail

Title: CFO

Date: 4/27/2023

Address: 300 Morris St. Suite 400

Durham, NC 27701

Email: legal@spreedly.com

FIRST DATA:

First Data Merchant Services, LLC

By: _____

Name: _____

Title: _____

Date: _____

Address: 3975 NW 120th Ave.
Coral Springs, FL 33065

Email: FDContracts@fiserv.com

Schedule A

Fees and Costs Payable to First Data

If Requestor, Third Party (if applicable), or Receiving Party engages First Data to assist with the transfer of Customer Data, First Data shall charge Requestor for such assistance at its then current standard rates.

- Initial Payment: \$700 Minimum Fee, includes up to 1,000 tokens
- Per additional token conversion: \$0.20 for each token above the initial 1,000

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

REQUESTOR:

Entity name: Meals on Wheels San Francisco

By: _____

Name: Salena Bailey

Title: Dir of Development Operations

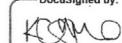
Date: 4/11/23

Address: 1375 Fairfax Ave
SF, CA 94124

Email: sbailley@mowsf.org

THIRD PARTY (if applicable):

Entity name: Spreedly, Inc.

By: 
DocuSigned by:
BE103049DB824F9...

Name: Nellie vail

Title: CFO

Date: 4/27/2023

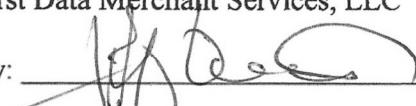
Address: 300 Morris St. Suite 400

Durham, NC 27701

Email: legal@spreedly.com

FIRST DATA:

First Data Merchant Services, LLC

By: 

Name: JEFF O'MALLEY

Title: Dir of Strategic Partnerships

Date: 5/03/23

Address: 3975 NW 120th Ave.
Coral Springs, FL 33065

Email: FDContracts@fiserv.com