

Cloud Hosted Middleware Terms and Condition

These Cloud Hosted Middleware Terms and Conditions shall apply to the extent a counterparty, Client, Reseller, or Customer (collectively "Merchant") is consuming Cloud Hosted Middleware from FreedomPay.

A. Cloud Hosted Middleware: Cloud Hosted Middleware is FreedomPay's remote infrastructure that securely hosts and runs critical FreedomPay middleware applications, offered as an alternative to local hosting of the middleware at Merchant location(s). Cloud Hosted Middleware is included in the definition of "Secure Switching" under the Agreement.

B. Fees: Fees for Cloud Hosted Middleware are set forth on an applicable Order or Agreement.

C. Warranties: The performance of Cloud Hosted Middleware is at all times subject to the existing warranties contained in the applicable Agreement.

D. CLOUD HOSTED MIDDLEWARE DISCLAIMER. ANY INABILITY OF ANY MERCHANT OR THIRD PARTY SYSTEMS TO CONNECT TO THE CLOUD HOSTED MIDDLEWARE FOR ANY REASON, INCLUDING BUT NOT LIMITED TO NETWORKING ISSUES, POINT OF SALE ISSUES, OR LACK OF INTERNET ACCESS (COLLECTIVELY, "CONNECTIVITY FAILURE") WILL MEAN EQUIPMENT RELIANT ON CLOUD HOSTED MIDDLEWARE WILL BE UNABLE TO ACCEPT CREDIT CARD TRANSACTIONS. FURTHER, OFFLINE MODE CANNOT BE ENABLED WITH CLOUD HOSTED MIDDLEWARE. FREEDOMPAY IS NOT RESPONSIBLE FOR ANY SECURE SWITCHING NOT PERFORMED DUE TO MERCHANT'S INABILITY TO CONNECT WITH CLOUD HOSTED MIDDLEWARE IF CAUSED BY CONNECTIVITY FAILURE. FREEDOMPAY'S SERVICE LEVELS WILL NOT APPLY TO OR INCLUDE ANY CONNECTIVITY FAILURE, AND MERCHANT WILL NOT BE ELIGIBLE FOR ANY REFUNDS OF FEES FOR SUCH DOWNTIMES.

E. Service Levels; Remedies. The Service Levels in the Agreement shall apply to Cloud Hosted Middleware. Merchant's sole and exclusive remedy for a failure to meet Service Levels with respect to Cloud Hosted Middleware in any calendar month shall be a "Service Credit" equal to ten percent (10%) of the Cloud Hosted Middleware Fee for the location(s) impacted during such month (a "Service Credit"). A Service Credit shall be issued by discounting Client's next payment for Cloud Hosted Middleware, or if no additional payments are owed by Client, a payment within 30 days of the end of the month in which such Service Credit is earned.