

FREEDOMPAY OBSERVABILITY TERMS AND CONDITIONS

These FreedomPay Observability Terms and Conditions shall apply to the extent a Counterparty is enabling or reselling FreedomPay Observability Optional Services pursuant to an "Agreement" then in effect. For purposes of these terms and conditions, "Counterparty" shall mean a Client, Reseller, or Customer of a Reseller, as such terms are defined in an applicable agreement.

1. FreedomPay Observability:
 - a. "FreedomPay Observability" is an Optional Service that enables Counterparty to receive certain operational telemetry generated by a third party platform that FreedomPay uses to monitor Secure Switching. It delivers observability data streams that allow Counterparty to monitor its payment environment across several data points which may include (provided that such data is provided for informational purposes only and shall not be construed as a representation of FreedomPay's service levels or performance commitments):
 - i. Payment transactions
 - ii. Store and terminal activity
 - iii. Processor availability and response time latency
 - iv. Payment device connectivity and health
 - v. Middleware connectivity and operational status
 - b. The FreedomPay Observability data will be sourced from FreedomPay's internal observability tools, powered by its third party provider.
 - c. Fees. Fees for FreedomPay Observability shall be set for the in the governing Agreement, and payment shall be made in accordance with the Agreement.
2. LIMITATION OF LIABILITY. Counterparty's sole and exclusive remedy and FreedomPay's sole liability with respect to FreedomPay Observability shall be that FreedomPay shall use commercially reasonable efforts to troubleshoot Counterparty's data feed in the event of a disruption to data delivery . FreedomPay makes no representation or warranty, express or implied, regarding the accuracy, completeness, timeliness, or fitness for any particular purpose of the FreedomPay Observability data. Counterparty acknowledges that (a) the FreedomPay Observability data is sourced from its third party provider, (b) is subject to the limitations and availability of such third party platform, and (c) is provided for Counterparty's internal monitoring and quality assurance purposes only. FreedomPay Observability is a supplemental informational service only and is expressly excluded from FreedomPay's Secure Switching Service Levels and any other service level commitments set forth in the Agreement. nor shall any data returned by FreedomPay Observability be used to evaluate FreedomPay's uptime or platform performance, or in any disputes or claims made by Counterparty. The data generated by or through FreedomPay Observability shall not be used, cited, or relied upon by Counterparty for any purpose related to the measurement, evaluation, or challenge of FreedomPay's uptime, platform performance, or compliance with any service level obligation, nor shall such data be admissible as evidence in any dispute, claim, audit, or proceeding arising under or related to the Agreement. Any updates as to status of Secure Switching or other products offered by FreedomPay shall continue to be communicated at <https://status.freedompay.com/>, which is the authoritative and exclusive source for FreedomPay's service status.