

## **PAYEEZY<sup>SM</sup> SERVICES ADDENDUM**

This Payeezy Services Addendum ("**Payeezy Addendum**") is between Judicial Council of California ("**Customer**") and Bank of America, N.A., for itself and as assignee of Banc of America Merchant Services, LLC ("**Bank**") as of 9/23/2021 ("**Effective Date**") and supplements the Merchant Processing Agreement ("**Agreement**") attached as Exhibit E-1(A) to Master Agreement MA-200307 ("**Master Agreement**") between Customer and Bank. Unless stated otherwise, any reference to this Payeezy Addendum herein includes the Agreement.

1. **Definitions.** Unless otherwise specifically defined in this Payeezy Addendum, each capitalized term used in this Payeezy Addendum shall have the meaning set forth in the Agreement. The Payeezy Services (as defined in Section 2) are incorporated within the term "Services" in the Agreement.
2. **Payeezy Services.** Bank shall provide an electronic gateway messenger system that allows Customer to manage Card transaction information transmitted when processing Customer's payment transactions ("**Payeezy Services**"). Payeezy Services include the following functionalities:
  - (a) a web-based application programming interface ("**API**") that (i) allows third-party applications to process transactions through the Payeezy Services system, (ii) supports a range of processing functions (e.g., purchase, refund, pre-authorization functions), and (iii) further allows Customer to implement custom business logic to manage these functions;
  - (b) a securely hosted web payment form (a "**Payment Page**") designed to accept Internet-based eCommerce transactions, redirecting the consumer to a payment form hosted by the gateway that uses a "Checkout" button on Customer's website to submit payment posting requests to a designated URL and displays payment acceptance details and authentication information on the Customer's website, the appearance of which and payment options displayed may be configured by Customer using an online management interface provided by Bank; and
  - (c) a real-time payment manager ("**RPM**") hosted application that is able to turn any Internet connected personal computer with a standard web browser into a point of sale device in order to process retail and MO/TO payments, allowing Customer's employees to input payment transactions in a MO/TO, call center or back office environment, or to swipe Cards in a retail point of sale environment. Receipts for RPM processed transactions are provided, and can be printed or emailed to the cardholder. RPM is also a centralized administrative tool through which Customer may access its Payeezy Services account (i.e., user administration, gateway reporting, and hosted payment page configurations).
3. **Software.**
  - 3.1 **Software Updates.** From time to time Bank may release updates ("**Updates**") to the Software, which must be installed and integrated with Customer's systems within 30 days of receipt of such Updates. Customer acknowledges that failure to install Updates in a timely fashion may impair the functionality of the Payeezy Services, and associated Services provided under the Agreement and accessed through the Payeezy Services. Bank will have no liability for Customer's failure to properly install the most current version of the Software or any Update, and will have no obligation to provide support or services for outdated versions of the Software.
  - 3.2 **Software Return/Destruction.** Upon termination or expiration of this Payeezy Addendum, all licenses granted hereunder will immediately terminate and Customer will either return or destroy the Software, certifying such destruction in writing to Bank.
4. **Fees.** Customer agrees to pay Bank the fees for the Payeezy Services as set forth on Schedule A, which are in addition to all other applicable Third Party-Based Fees and Servicers Fees, and other fees or charges set forth elsewhere in, and are part of the fee schedule to, the Agreement. Customer shall also be responsible for all additional costs and expenses as set forth in the Agreement. The fees due

under this Payeezy Addendum constitute amounts due under the Agreement which will be billed, collected and charged or paid as permitted under the Agreement.

**5. Customer Representations, Warranties and Covenants.** Customer represents and warrants to, and covenants with, Bank that Customer shall use the Payeezy Services only in accordance with this Payeezy Addendum, the Agreement, Applicable Law and applicable Card Organization Rules.

**6. Sublicense; Intellectual Property.**

6.1 Bank grants to Customer a non-transferable, non-assignable, non-exclusive, limited, royalty-free, revocable sub-license during the term of this Payeezy Addendum to access and use the Payeezy Services and any documentation provided by Bank in connection therewith (“**Documentation**”), all subject to the terms of this Payeezy Addendum and the Agreement. Customer may only use any Documentation in connection with Customer’s access to and use of the Payeezy Services. Customer has no intellectual property rights or other right, title or interest in or to the Payeezy Services, the Documentation, or derivative works thereof (collectively, the “**Payeezy Services IP**”); and nothing in this Payeezy Addendum or the Agreement assigns, transfers or creates any such right, title or interest for Customer (whether express or implied, or by estoppel or otherwise). Any and all right, license, title or interests associated with the Payeezy Services IP that are not expressly granted by Bank within this Payeezy Addendum are expressly withheld. Customer shall not take any action inconsistent with the ownership, title or license rights associated with the Payeezy Services IP. Customer shall not file any action, in any forum, challenging ownership of the Payeezy Services IP. Customer shall use the Payeezy Services only for its business purposes and not for any household use. Customer obtains no rights (license or otherwise) to trademarks, service marks, brand names or logos associated with the Payeezy Services, Bank, or any of its service providers hereunder. Breach of any part of this Section constitutes a material breach of this Payeezy Addendum, and Bank may immediately suspend or terminate Customer’s use of the Payeezy Services or this Payeezy Addendum in the event of such breach.

6.2 Restrictions. Customer shall not, and shall not permit any third parties to: (i) sell, distribute, lease, license, sublicense or otherwise disseminate the Payeezy Services IP or any portion thereof; (ii) copy, modify, enhance, translate, supplement, derive source code or create derivative works from, reverse engineer, decompile, disassemble, or otherwise reduce to human-readable form the Payeezy Services IP or any portion thereof; (iii) use altered versions of the Payeezy Services IP or portion thereof; (iv) use, operate or combine the Payeezy Services IP with other products, materials or services in a manner inconsistent with this Payeezy Addendum or the Agreement; (v) use the Payeezy Services or Payeezy Services IP, or any portion thereof, as a standalone or non-integrated program or in any other manner other than as contemplated by this Payeezy Addendum; or (vi) perform or attempt to perform any actions that would interfere with the proper working of the Payeezy Services, prevent access to or use of the Payeezy Services by other users, or, in Bank’s reasonable judgment, impose an unreasonably large or disproportional load on any Bank platform or infrastructure. Customer shall not permit any third parties to access the Payeezy Services IP. Customer shall not remove, alter, modify, relocate or erase any copyright notice or other legend(s) denoting our or other third parties’ proprietary interests in the Payeezy Services IP.

6.3 Customer shall promptly notify Bank in writing of any threat, or the filing of any action, suit or proceeding against Customer regarding the Payeezy Services or Payeezy Services IP in which an adverse decision would reasonably be expected to have a material impact on Bank or any of the Payeezy Services subcontractors.

6.4 Customer shall not export or re-export the Payeezy Services IP or any underlying information or technology except in full compliance with all applicable laws and regulations. In particular, but without limitation, none of the Payeezy Services IP or underlying information or technology may be downloaded or otherwise exported or re-exported (i) to any country to which the United States has embargoed goods (or any national or resident thereof); (ii) to anyone on the United States Treasury Department’s list of Specially Designated Nationals or the United States Commerce Department’s Table of Deny Orders; or (iii) in any manner not in full compliance with the requirements of the United States Bureau of Industry and Security and all applicable Export

Administration Regulations. If Customer has rightfully obtained the Payeezy Services IP outside of the United States, Customer agrees not to re-export the Payeezy Services IP except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which Customer obtained the Payeezy Services IP. Customer warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list.

**7. Special Termination Provisions.**

- 7.1 In addition to the termination rights set forth in the Agreement, this Payeezy Addendum will automatically terminate upon any termination of the Agreement.
- 7.2 Bank shall have the right to terminate this Payeezy Addendum for any of the reasons set forth for termination of the Agreement. In addition, Bank reserves the right to alter, immediately suspend or upon notice terminate the Payeezy Services if: (i) Customer violates the terms of this Payeezy Addendum, (ii) the Agreement or any agreement with third parties that are involved in providing the Payeezy Services is terminated or otherwise no longer in effect, or Bank is otherwise unable to continue to provide the Payeezy Services.

**8. Product Disclaimers.** BANK DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATIONS AND WARRANTIES: (A) REGARDING NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE; (B) THAT THE PAYEEZY SERVICES (I) WILL OPERATE UNINTERRUPTED OR ERROR FREE, OR (II) ARE SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; AND (C) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.

**9. General.**

- 9.1 Representations and Warranties. Customer and Bank each represent and warrant to the other that: (i) such party has all required corporate authority to execute this Payeezy Addendum and (ii) this Payeezy Addendum creates valid, legal and binding obligations that are enforceable against such party.
- 9.2 Full Force and Effect. The Agreement remains in effect as supplemented by this Payeezy Addendum. In the event of any conflict between the terms of this Payeezy Addendum and the terms of the Agreement, the terms of this Payeezy Addendum will control with respect to the Payeezy Services. References to the Agreement after the date of this Payeezy Addendum include this Payeezy Addendum.

EXECUTED:

**JUDICIAL COUNCIL OF CALIFORNIA**

By: Tracy Matthews 9/23/2021  
 Name: Tracy Matthews  
 Title: Supervisor, Contracts

**BANK OF AMERICA, N.A.**

DocuSigned by:  
 By: Andrea R Morris  
 Name: Andrea R Morris  
 Title: SVP

**Schedule A**  
**Payeezy Services Fees**

Initial Set-Up Fee (per location) (40B)	\$99.00
Monthly Fee (per location) (40A)	\$16.00
Payeezy Transaction Processing Fee (per authorization) (0FC)	\$0.10