

DEVELOPER INTEGRATION AND MARKETING AGREEMENT

This Developer Integration and Marketing Agreement (the “**Agreement**”) is made by and between Block, Inc., with offices at 1955 Broadway Suite 600, Oakland, CA 94612 (“**Square**”) and the individual or entity accepting the terms of this Agreement (“**Developer**”) as of the date accepted by Developer (“**Effective Date**”).

1. **Definitions.** In this Agreement:

- (a) “**Affiliate(s)**” means and includes any entity or association controlled by, controlling or under common control with a party existing as of, or formed after, the Effective Date. For purposes of this Agreement, the term “control” shall mean the ownership, directly or indirectly, of more than fifty percent (50%) of (i) the voting shares or similar voting instruments or the combined voting power in such entity or association or (ii) the total value of all stock, capital interest, or profits interest in such entity or association.
- (b) “**Developer Customers**” means businesses who utilize Developer services in the Territory (defined below).
- (c) “**Developer Services**” means Developer’s services to be integrated with Square Services (defined below).
- (d) “**Confidential Information**” means information that one party (or an Affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that: (i) the recipient already knew; (ii) becomes public through no fault of the recipient; (iii) was independently developed by the recipient (as evidenced by competent records); or (iv) that was lawfully given to the recipient by a third party.
- (e) “**Key Success Metrics**” means approval of (i) Developer Services by Square’s engineering team; and (ii) Developer’s integration of Developer Services with Square Services in accordance with quality assurance (“**QA**”) requirements as set forth by Square’s engineering team.
- (f) “**Merchant**” means a business, whether a corporation, sole proprietorship, or other entity who utilizes Square Services to record or process payments for its goods or services, and not any customer utilizing Square Services in his or her capacity as an end consumer of such goods or services.
- (g) “**Merchant Data**” means data contained in a Merchant’s Square Services account.

(h) **“Square Developer Tools”** means Square software development kit files, tools, programs and utilities, as well as any plug-in or other application programming interfaces (“APIs”), sample code (including runtime and libraries) and related documentation made available at <https://connect.squareup.com>, or such other site as Square may notify Developer of from time to time.

(i) **“Square Services”** means Square’s product offerings enabling users to record transactions, accept payments via credit or debit cards, or any other generally available applicable services Square may make available from time to time.

(j) **“Tax”** and mean (i) all federal, state, local or foreign taxes, charges, withholdings, fees, imposts, levies or other assessments, including sales, use, value-added, goods and services, consumption, or other similar taxes, telecommunications taxes, withholding taxes, duties, levies, fees, excises or tariffs, other than taxes imposed on net income, franchise taxes, or net worth taxes, and (ii) all interest, penalties, fines, or additions to tax or additional amounts imposed by any Taxing Authority.

(k) **“Taxing Authority”** means the relevant government taxing authority, any other government or governmental or regulatory body thereof, any political subdivision thereof, or any agency, instrumentality or authority thereof, or any court or arbitral body, exercising executive, legislative, judicial, regulatory or administrative functions, in each case, whether federal, state, local or foreign, responsible for the administration, collection or imposition of any Tax.

(l) **“Territory”** means the United States of America.

2. Product Integration.

(a) **Developer-Square Interconnectivity.** Beginning upon the Effective Date, the parties will work together to enable features of Square Services to operate from Developer Services and support the transfer of data between Square Services and Developer Services. The parties therefore agree:

- i. Square will make available to Developer the Square Developer Tools to enable Developer to build an integration between Developer Services and Square Services utilizing Square’s APIs to receive authorization to access a Merchant’s Square Services account (via the OAuth protocol) and Square will also make available Square API endpoints to enable Developer to access authorized Merchant data and to submit requested data back to Merchant via the Square Connect API, as well as provide APIs to allow in-person or online payments.
- ii. Developer will build an integration between Developer Services and Square Services using (i) the Square Developer Tools to enable authorized Merchant data to be

imported and utilized within Developer Services at Merchant's direction; and (ii) any future versions of Subscriptions API, for the purpose of collecting fees for Developer Services from all Merchants which have been referred to the Developer Services through the Square App Marketplace.

iii. Access and use of the Square Developer Tools, including, but not limited to, SDKs and APIs, is subject to the terms of service located at <https://squareup.com/us/en/legal/general/developers>, or such other site as Square may notify Developer of from time to time (and in the event of a conflict between those terms and the terms of this Agreement, the terms of this Agreement will prevail).

iv. Additionally, in the event Developer utilizes Square's Order Ahead functionality through an integration with Square's Orders API, Developer agrees to also integrate Developer Services with Square's Customers API and push the following buyer data to Merchant through the integration: name, email address, phone number, mailing address, order history, as well as other relevant fields Square may reasonably require to facilitate Square's performance hereunder and Merchant's communication with said buyers, including promotional offers and rewards ("**Buyer Data**").

(b) **Support.** Each party will be responsible to its respective customers for the support of its products and services. Developer will be responsible for customer support related to the integration between Developer Services and Square Services using Square Developer Tools.

3. Merchant Data. Developer acknowledges and agrees that Merchant Data is the proprietary information of Merchants. Developer may only access and use data from a Merchant's Square Services account with such Merchant's explicit prior authorization and consent. Developer represents and warrants that it has made all necessary disclosures and obtained all necessary consents so that Buyer Data may be used as described in this Agreement. In the event Developer builds integrations with Square Services through the Square Developer Tools, Developer's access to Merchant Data maintained by Square is subject to the terms of the Developer Terms of Service, including Square's privacy policy referenced therein.

4. Marketing and Promotion.

(a) **Developer Activities.** During the Term, Developer will promote Square Services integrated with Developer Services, including, at a minimum: (i) feature Square as one of the preferred payment partners to Developer Customers; (ii) develop and maintain a co-branded landing page promoting the integration between Square and Developer, which will include referral links to the applicable Square or Developer products and services; (iii) implement the Square provided referral tracking link on all links to Square; and (iv) send

promotional communications through available marketing channels, including, but not limited to email.

(b) **Square Activities.** Subject to Developer's compliance with this Agreement and provided Developer meets Key Success Metrics, during the Term of this Agreement, Square may (in its own discretion):

- i. feature Developer Services on Square's App Marketplace, or such other location as determined by Square;
- ii. feature Developer in Square marketing materials for communication to Merchants;
- iii. provide Developer with access to Merchant community in which Developer may communicate with Merchants and promote Developer's integration of Developer Services with Square Services;
- iv. provide Developer with access to repository of Square approved marketing content and brand assets; and
- v. feature Developer Services integrated with Square Services in Square blogs and Square's "Learning Hub."

(c) **Brand Features.** Square grants to Developer a limited, nonexclusive and non-sublicensable license to display the Square name, trademark, logo or other marketing assets solely as provided to Developer by Square ("**Brand Features**") in order to promote Developer's integration with Square, provided that Developer complies with the branding guidelines provided by Square from time to time. Square may revoke the permission to use Brand Features by giving Developer notice and a reasonable period of time to cease use. Square may use, and Developer grants Square a limited license to use, Developer's name and logo in the course of performing the activities set forth herein.

5. Revenue Sharing; Taxes and Payments.

(a) **Revenue Share.** During the Term, Developer will pay Square 20% of the revenue it receives for Developer products or services, excluding any taxes, paid by Merchants who become Developer Customers due to referral by Square hereunder.

(b) **Referral Fees to Developer.** During the Term, commencing upon the Integration becoming generally available on the Square App Marketplace, Square will pay to Developer a 10% referral fee based upon aggregate Payment Processing Adjusted Revenue (defined below) realized by Square for the first twelve (12) months of card processing volume (excluding any taxes) of Developer Customers who become new Merchants due to referral by Developer using their unique referral link.

For the purposes of this Section “**Payment Processing Adjusted Revenue**” means the fees received and retained by Square from the applicable Merchants to process payments for Merchant’s transactions, less: (1) any fees payable by Square to third parties in order to process and settle such transactions, such as fees related to assessments, network, interchange, processing and chargeback fees; (2) refunds, chargebacks, or credits provided to such Merchants; and (3) any applicable taxes, duties or other governmental fees.

(c) **Order Injection Fee.** During the Term, Company will pay Square 1% of order total for all orders created through the Integration using a non-Square payment provider and injected into the Square point-of-sale for order fulfillment.

(d) **Taxes.** Fees payable hereunder are exclusive of any Taxes. If Developer determines that it is obligated to deduct or withhold any Taxes from any payment it is to make to the other hereunder, Developer will notify Square of this fact and will make the required payment net of such Taxes. Any amounts so withheld will be treated as having been paid for all purposes of this Agreement.

(e) **Reports and Payments.** Payments to be made pursuant to subsection (a) and (b) above will be made in the calendar month following the collection in which the applicable fees were collected from the Merchants who become Developer Customers due to referral by Square hereunder. All payments hereunder will be made in United States dollars. Accompanying such payment, Developer will supply Square with monthly reports of the aggregate fees received which form the basis of payments hereunder.

6. Warranties; Disclaimers.

(a) **Warranties.** Each party warrants that it has full power and authority to enter into this Agreement and entering into or performing under this Agreement will not violate any agreement it has with a third party.

(b) **Disclaimers.** Except as expressly provided for in this Agreement and to the maximum extent permitted by applicable law, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER IMPLIED, STATUTORY, OR OTHERWISE AND DISCLAIMS, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NONINFRINGEMENT.

7. Intellectual Property.

(a) **Developer Services.** Developer retains all right, title and interest in and to the Developer Services and Square does not acquire any ownership of any rights therein.

(b) **Square Services; Square Developer Tools; Feedback.** Square retains all right, title and interest in and to the Square Services, Square Developer Tools and feedback provided to Developer by Square. Notwithstanding the foregoing, should Square provide feedback to

Developer regarding Developer's Services, Square hereby grants Developer a perpetual, nonexclusive, royalty-free, worldwide right to reproduce, distribute, and use the feedback within Developer Services. Square provides such feedback "as-is" and makes no warranties or representations of any kind relating to such feedback.

- 8. Confidentiality.** The recipient of any Confidential Information will not disclose that Confidential Information, except to Affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to keep the Confidential Information confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.

9. Indemnity.

(a) **By Developer.** Developer will indemnify, defend, and hold harmless Square from and against all liabilities, damages, and costs (including defense settlement costs) arising out of a third-party claim: (i) that Developer Services or any Developer trademarks licensed hereunder infringe or misappropriate any copyright, trade secret, or trademark of that third party; or (ii) relating to Square's permitted promotion of Developer Services.

(b) **By Square.** Square will indemnify, defend, and hold harmless Developer from and against all liabilities, damages, and costs (including settlement costs) arising out of a third-party claim that Square Services or any Square trademark licensed hereunder infringes or misappropriates any copyright, trade secret, or trademark of that third party.

(c) **General.** The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed. The other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES IN SUBSECTIONS (a) AND (b) ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

10. Limitation of Liability.

(a) **Limitation.** NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE SUM OF FEES PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE 12 MONTHS BEFORE THE CLAIM ARISES.

(b) **Exceptions to Limitations.** These limitations of liability do not apply to breaches of confidentiality obligations contained in this Agreement, or violations of a party's intellectual property rights by the other party, or indemnification obligations contained in this Agreement.

11. Term and Termination.

(a) **Term.** This Agreement will commence upon the Effective Date and continue for a period of two years (the "**Initial Term**"). Thereafter the Agreement will automatically renew for additional one-year periods ("**Renewal Term**") unless a party provides notice to the other of its intent not to renew no later than 90 days prior to the start of any Renewal Term. The Initial Term, together with any Renewal Term, may be referred to as "**Term**".

(b) **Termination for Breach.** Either party may terminate this Agreement immediately upon written notice to the other party if the other party breaches any provision of this Agreement and: (a) the breach is incapable of remedy; or (b) the breaching party fails to cure such breach within 30 days of the date of written notice of such breach from the terminating party.

(c) **Termination for Convenience.** Either party may terminate this Agreement for any or no reason upon not less than 30 days prior written notice to the other party.

(d) **Effect of Termination; Wind Down.** Upon expiration or termination of this Agreement: (i) each party will, upon written request of the other party, return or destroy (and a duly appointed officer will certify to such destruction) all copies of any Confidential Information in its possession of which it is aware and to which it has access and is reasonably able to destroy or delete; (ii) each party will cease all use, promotion, reproduction, and distribution of the other party's Trademarks as authorized under this Agreement; and (iii) Developer will cease use of and access to the Square API unless permitted by the terms of service for such API or as set forth in this subsection (d). Neither Party will be liable to the other for any damages resulting solely from termination of this Agreement as permitted under this Agreement. Further, upon expiration or termination of this Agreement other than pursuant to subsection (b) above, for a period of three (3) months following the effective date of such termination or expiration, the parties will work together in good faith to effect an orderly transition for the party's mutual customers as follows: Square will continue to provide access to Developer for the needed Square APIs, Developer will continue to make Developer Services as integrated with Square available to Developer Customers, and payments pursuant to Section 6 above will cease to be made. Notwithstanding the foregoing, following termination of this Agreement and completion of the Wind-Down Period, Developer's continued access to the Square APIs and Square Services is subject to Square's Developer Terms of Service, General Terms of Service and related terms found at <https://squareup.com/us/en/legal/general/developers> and <https://squareup.com/us/en/legal/general/ua>, or such other online location as made available by Square (collectively, the "**ToS**").

12. Miscellaneous.

- (a) Neither party may assign or transfer its rights or obligations under this Agreement without the other party's prior written consent, whether by operation of law or otherwise. Any attempt to transfer or assign this Agreement is void.
- (b) All notices will be in writing and addressed to the attention of the other party's Legal Department and primary point of contact. Notice will be deemed given (i) when verified by written receipt if sent by personal courier, overnight courier, or mail; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.
- (c) Failure to enforce any provision will not constitute a waiver. If any provision of this Agreement is found unenforceable, the balance of this Agreement will remain in full force and effect.
- (d) This Agreement is governed by the laws of the State of California, excluding California's choice of law principles. For any dispute arising out of or relating to this Agreement, the parties consent to personal jurisdiction in, and the exclusive venue of, the courts in San Francisco, California.
- (e) Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, governmental action, or widespread disturbance of the Internet) that was beyond the party's reasonable control.
- (f) This Agreement does not create an agency, partnership, or joint venture between the parties.
- (g) The obligations in Sections 5 (for the duration specified in 11(d)), 6, 7, 8, 9, 10, 11(d), 12 and the ToS will survive any expiration or termination of this Agreement.
- (h) This Agreement supersedes any prior agreements or understandings between the parties. Except for the ToS, which is required to be accepted in order to create a Square Services account to access, and to continue to access the Square Developer Tools, this Agreement constitutes the entire Agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties.
- (i) The parties may execute this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.