

Premium Payment Method Terms

These terms apply to Clients who have agreed in writing via a Subscription Schedule to use premium payment methods for an additional fee or surcharge (including the annexes, these “Terms”). The terms set forth in Annex A apply to Client’s use of Brazil Domestic Package (via PagBrasil). The terms set forth in Annex B apply to Client’s use of India Domestic Package (via BillDesk). Client agrees that the use of these non-standard premium payment methods is subject to the terms and Client obligations set forth in these annexes. These Terms are further subject to the terms of the signed Cleverbridge Reseller Agreement or Cleverbridge Master Subscription Agreement between the Parties (the “Agreement”). Any capitalized terms not defined herein shall have the meaning defined in the Agreement.

Annex A: Brazilian Domestic Credit Card Processing

Additional Terms

1. The surcharges are applied in addition to the Resale Margin set forth in the Agreement. The surcharges shall be calculated based on the Total Cart Value (defined as the value of an Order, including any applicable charges, sales tax, VAT, or any similar tax required to be collected).
2. The Surcharge for installment payments contains interest charged by banks and payment service providers. The corresponding interest rates are subject to change. In addition, the surcharges are in general calculated to cover the additional costs of Cleverbridge to provide Brazilian Domestic Payment Processing, including, but not limited, to any fees or amounts to be paid to Brazilian payment providers based on applicable laws, regulations, rules and/or any agreement with such Brazilian payment providers. The Surcharges are subject to change by Cleverbridge from time to time. Client will receive notice of such changes. If Client does not contest or reject such changes within seven (7) days upon such notice in writing or through email, such changes will be deemed accepted by Client.

Client is aware that due to regulatory restrictions, (i) the number of installments shall range from 2-6 per transaction, and (ii) the minimum installment payment amount must be R\$5.

3. Client represents and warrants that Client will solely and exclusively request this premium payment method for Client Products and Client Software that is (a) “off



the shelf”, (b) standardized, (c) not Customer-specific or customized in any way, including, but not limited to, by means of a serial number or content, (d) not Backup Media as defined in the Agreement, and (e) not combining, linking, or in any way tying installment Customer Payments, which may be offered in relation to this Brazilian Domestic Payment Processing, to a Client Product involving a recurring payment obligation, including, but not limited to, auto-renewal subscriptions to Client Product. Client acknowledges that payment providers may require Customer’s separate explicit consent for each renewal of a subscription in case of installment payments.

4. Further, Client represents and warrants that Client will immediately notify Cleverbridge in writing, if Client becomes aware that this premium payment method is applied, in any way, in relation to Client Products and Client Software not fulfilling the requirements of this Exhibit.
5. In relation to this premium payment method, Client expressly confirms that Cleverbridge may, in its sole discretion and without prior Client approval, use Client’s name(-s), whether trademarked or not, as credit card descriptor.
6. **Chargebacks.** Client acknowledges that payment processing in Brazil presents unique risks, and therefore agrees that all orders placed using the Brazil payment methods under this Addendum a) are subject to the Chargeback Fee under the Agreement, and b) the chargeback ratio is calculated separately from orders placed under non-domestic Brazil payment processing.
7. Notwithstanding any conflicting language in the Agreement and the refund policy developed by Client and Cleverbridge, Cleverbridge shall be able grant Refunds regarding this premium payment method at Cleverbridge’s sole discretion and (due to requirements of Brazilian consumer protection law) when requested to do so by the Customer within seven (7) days from the Order and/or purchase of the Client Products.
8. Solely Client Products and no other items, CDs/DVDs, additional or supplementary products or software, including, but not limited to, Backup Media shall be (re-)sold by means of this premium payment method.
9. Notwithstanding any conflicting language in Exhibit A to the Agreement, this premium payment method is subject to market-specific Client Product restrictions. As related to this Amendment, Cleverbridge may therefore refrain from reselling all Client Products in Cleverbridge’s sole and exclusive discretion and at any time.

Annex B: India Domestic Credit Card Processing

Additional Terms

1. The surcharge is applied in addition to the Resale Fee set forth in the Agreement. The surcharge shall be calculated based on the Total Cart Value (defined as the value of an Order, including any applicable charges, sales tax, VAT, or any similar tax required to be collected).
2. Client acknowledges that payment processing in India presents unique risks, and therefore agrees that all orders placed using the India payment methods under this Addendum a) are subject to the Chargeback Fee set forth in the Agreement, and b) the chargeback ratio is calculated separately from orders placed under non-domestic India payment processing.
3. Client represents and warrants that Client will solely and exclusively request this premium payment method for Client Products and Client Software that is for “off the shelf” software and digital goods.
4. The maximum export/import value per unit of goods or services sold and/or purchased through NetBanking for a single transaction shall be INR 2,500,000 (2.5Mn or the equivalent to €25,000).
5. Notwithstanding any conflicting language in the Agreement, this premium payment method is subject to market-specific Client Product restrictions and regulatory changes in India. Cleverbridge may therefore revoke the payment method and/or refrain from reselling Client Products in Cleverbridge’s sole and exclusive discretion and at any time.