PrismRBS Shift4 Installation Terms

This Installation and Set-Up Document (these "Installation Terms") constitutes a part of, and is subject to the other terms of, the Terms and Conditions (the "Terms and Conditions") you agreed to when you signed the PrismRBS Quote for Gateway Services (the "Quote", and together with the Terms and Conditions, the "Agreement"). Each capitalized term used herein but not defined has the meaning ascribed thereto in the Agreement.

1.1   Customer shall coordinate and agree to project-manage the installation and setup of its location(s). Customer agrees that setup operations, configuration, installation, and training will take place 7 a.m. to 6 p.m. Central Time via telephone, Monday through Friday, excluding banking holidays. Modification to Customer's merchant information maintained by PrismRBS and SHIFT4 that relate to any particular Credit Card Processor or MSP cannot be made on weekends due the unavailability of those entities.

1.2   Customer agrees to provide promptly to PrismRBS and SHIFT4 all information and authorizations customarily required by PrismRBS or SHIFT4 in connection with the installation, set up, configuration, maintenance or operation of the DOTN. Customer acknowledges that neither PrismRBS nor SHIFT4 will be responsible for any delay or other issue related to Customer's failure to comply with the preceding sentence.

1.3   Customer is responsible for corrections of merchant setup errors with MSP. Customer agrees that neither SHIFT4 nor PrismRBS is responsible for the setup of merchant or terminal IDs with the Customer's MSP(s). Customer acknowledges operation of DOTN requires the following minimum Hardware for the successful operation of the UTG (defined below): Intel Pentium III/Celeron processor or AMD Athlon 800 MHz processor or better; 256 megabytes RAM or greater; hard drive with 40 gigabytes or greater; and 10/100 megabit network interface card or better. "Universal Transaction Gateway®" or "UTG" - means a software product that operates only in conjunction with DOTN to provide Integration between DOTN and Customer's POS. The UTG is intended to act as a software-VPN providing transaction security between Customer's POS and SHIFT4's DOTN processing center and to provide assured-delivery technology to assure that transactions between Customer's POS and the DOTN processing center are not lost or duplicated by problems on the Internet. The UTG is also intended to be able to facilitate the control of payment devices on behalf of the Customer's POS. UTG's device control is limited to devices listed on SHIFT4's websites: www.shift4.com (or another site identified by PrismRBS or SHIFT4). While UTG is often used at an individual property connected to a Customer's POS located on property, for the purpose of the Agreement, one or more UTG systems must be Customer's POS to integrate to DOTN.

1.4   Customer agrees that DOTN supports Microsoft-supported Windows 32- or 64-bit operating systems. Customer agrees that operation of DOTN does not support the following operating environments for the operation of UTG: Windows 95, 98, ME, XP (or any earlier Windows or MS-DOS version), Windows NT, Windows 2000, and 2003.

1.5   Customer agrees that its use of DOTN requires that Customer's location(s) provide a secure and stable operating environment for optimal performance and reliability. Customer agrees to: (a) maintain all DOTN applicable computers, routers, firewalls etc., at the latest BIOS/firmware version recommended by the hardware manufacturers; (b) maintain all applicable DOTN computer operating system software to the manufacturers' recommended update, patch, revision, or service pack level; and (c) maintain all applicable device drivers at the latest version available from the manufacturer.

1.6   Customer acknowledges that the latest version/build of SHIFT4 payment application(s) will generally be initially installed if PrismRBS and SHIFT4 does the installation. Customer agrees to continuously upgrade to the newest version/build of payment application(s) certified for Customer's environment when released.

1.7   Customer also agrees that if Customer loads software that impacts the UTG, or SHIFT4 or PrismRBS determines that there may be a possible impact of loaded software, Customer is responsible for any such impact and failure, and will work with SHIFT4 and PrismRBS to rectify the issue. Customer also agrees

not to load any software onto the UTG server that has not been vetted by the UTG Technical Reference Guide, as amended from time to time. Customer agrees that the DOTN requires the use of the Internet and thus Customer must have access to the Internet.

1.8   Customer agrees that it is Customer's responsibility to acquire and configure all necessary any device and their related software that are not manufactured or provided by PrismRBS and SHIFT4 (such device and software, "Hardware") and software required for the connection of any machine running applicable portions of DOTN (e.g., UTG) to the Internet, Virtual Private Network (VPN), or public/private network. Such Hardware includes, but is not limited to, network interface cards (NICs), cables, hubs, switches, routers, bastion hosts, firewalls, third-party payment devices, modems, broadband hardware, channel banks, line conditioners, and connectors.

1.9   Customer agrees that neither PrismRBS nor SHIFT4 is responsible for any of Customer's data communication connectivity as it relates to the local or long-distance phone company or Customer's Internet Services Provider(s) (ISPs). If PrismRBS performs an installation, its sole liability will be limited to correcting the applicable installation problem.

1.10   Customer acknowledges the UTG requires outbound-only TCP/IP port-level connectivity to the Internet when attached to Customer's network. The following outbound ports are required: 26880 (6900 hex) "DOTN Routes" and 26881 (6901 hex) "DOTN OLTP." Inbound ephemeral ports must be allowed for TCP/IP socket-level connectivity to occur if Customer's firewall or router fail to facilitate this automatically when an outbound policy is created. Customer agrees not to lock down to specific IP addresses, but will open all IP addresses requested by SHIFT4 or PrismRBS, from time to time, as not having all IP addresses open will affect the transaction speed, service level, and optimal operation of DOTN. Notwithstanding the above, Customer agrees that UTG can be located within Customer's internal "trusted" segment as no inbound access communication is required or desired by UTG.

1.11   Customer agrees that it must have, and will provide PrismRBS and SHIFT4 with access to, a modern Internet-connected website browser. Customer agrees that the website portion of DOTN will need, and Customer will provide, outbound TCP/IP and UDP/IP port-level connectivity from the machine running the Internet browser (attached to the Customer's network) to the Internet. The outbound ports required are TCP ports 80 (50 hex) and 443 (1BB hex) for normal HTTP and secured HTTPS web traffic, and UDP port 53 (35 hex) for DNS resolution (unless otherwise provided).

1.12   Customer agrees that, when utilizing the web portion of DOTN, the Internet-based HTML browser chosen by Customer shall be the most recently patched version. Customer agrees that PrismRBS and SHIFT4 does not support versions of browsers that are not supported by the browser manufacturer (e.g., "sunsetted" versions). PrismRBS and SHIFT4 supports the supported versions of the following browsers: the latest two officially released production versions of Microsoft Internet Explorer, Apple Safari, Opera, Mozilla Firefox, and Google Chrome. The SaaS Services portion of DOTN may not operate as defined by the Documentation, web pages may not display correctly, and security efficacy could be at risk if Customer does not use one of the supported browsers indicated therein. Neither SHIFT4 nor PrismRBS will in any way be responsible or liable for any failures or omissions on the part of any browser manufacturer.

1.13   It is recommended when utilizing EMV that Customer implement at least one (1) UTG locally per location to control the EMV devices, which will optimize transaction speeds, performance, and overall reliability of the EMV transaction process.

1.14   Remote installation is not included under the Agreement, and additional terms may apply if Customer desires such installation.