

**SUMMARY OF MATERIAL CHANGES IN CONSOLIDATED TERMS**  
**FROM SEPTEMBER 2022 TO JANUARY 2024**

Section 7.2 – Added a new subsection (xiii) regarding Customer’s responsibility for configuring the System to accept or not accept payments from financial assistance programs.

“(xiii) if applicable, be solely responsible for the configuration of the System with respect to payment for items sold or provided by you that are allowed, or not allowed, to be reimbursed by financial assistance programs, including, but not limited to, the Supplemental Nutrition Assistance Program (SNAP) or Electronic Benefit Transfer programs.”

Section 13.9 – Added a new Section 13.9 which expands the existing arbitration language and adds a class action waiver.

**“13.9 Dispute Resolution – Arbitration and Class Action Waiver**

13.9.1 MANDATORY ARBITRATION: ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE RELATIONSHIPS WHICH RESULT FROM THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT; HOWEVER, YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF (1) THE CLAIMS QUALIFY FOR SMALL CLAIMS COURT; (2) THE MATTER REMAINS IN SMALL CLAIMS COURT AT ALL TIMES; AND (3) THE MATTER PROCEEDS ONLY ON AN INDIVIDUAL (NOT A CLASS OR REPRESENTATIVE) BASIS). ARBITRATION DOES NOT PROCEED BEFORE A JURY AND MAY INVOLVE MORE LIMITED DISCOVERY THAN A COURT PROCEEDING. ANY ARBITRATION UNDER THIS AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED.

13.9.2 The arbitrator's award or decision will not affect issues or claims involved in any proceeding between Xenial and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration. However, nothing in this Section or Agreement shall preclude any party from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief on your behalf. Further, notwithstanding the foregoing, nothing in this Section or this Agreement prohibits a party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief.

13.9.3 The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of the arbitration provisions of this section. Arbitration will be administered by JAMS ([www.jamsadr.com](http://www.jamsadr.com)). For claims greater than \$250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMS default arbitration rules shall apply). For claims equal to or less than \$250,000, the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMS default arbitration rules shall apply). Unless the arbitrator(s) determine that justice or fairness require otherwise: (i) any arbitration will proceed in Muscogee County, Georgia (although, for the convenience of the Customer, any party or its counsel may participate telephonically); and (ii) the arbitrator(s) will oversee limited discovery, taking into account the amount in controversy and the parties’ desire to keep proceedings cost-effective and efficient. Any decision rendered in any arbitration proceeding shall be final and binding on each of the parties to the arbitration and judgment may be entered thereon in any court of competent jurisdiction. The parties will maintain the confidential nature of the arbitration proceeding except as may be necessary to enforce any award or to comply with applicable law.

13.9.4 If the total damage claims in an arbitration are \$10,000 or less, not including the Customer's attorney fees ("Small Arbitration Claim"), the arbitrator may, if the Customer, prevails, award the Customer reasonable attorney fees, and costs (separate from Arbitration Costs as defined below), but may not grant Xenial its attorney fees or costs (separate from Arbitration Costs) unless the arbitrator determines that the Customer's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, Xenial will pay all arbitration filing, administrative and arbitrator costs (together, "Arbitration Costs"). The Customer must submit any request for payment of Arbitration Costs to JAMS at the same time the Customer submits its Demand for Arbitration. However, if Customer wants Xenial to advance the Arbitration Costs for a Small Arbitration Claim before filing, Xenial will do so at the Customer's written request which must be sent to Customer at the address in paragraph 13.10, below.

13.9.5 If the Customer's total damage claims in an arbitration exceed \$10,000, not including the Customer's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between the Customer and Xenial (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim case, if the Customer is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, Xenial will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

13.9.6 Choice of Forum: A court, not the arbitrator, will decide any questions regarding the validity, scope and/or enforceability of this Section 13.9. Any litigated action (as opposed to an arbitration) regarding, relating to or involving the validity, scope and/or enforceability of Section 13.9, or otherwise, shall be brought in either the courts of the State of Georgia sitting in Muscogee County or the United States District Court for the Northern District of Georgia, and Customer expressly agrees to the exclusive jurisdiction of such courts. Customer hereby agrees and consents to the personal jurisdiction and venue of such courts, and expressly waive any objection that Customer might otherwise have to personal jurisdiction or venue in such courts.

13.9.7 Class Action Waiver: CUSTOMER ACKNOWLEDGES AND AGREES THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES. CUSTOMER FURTHER AGREES TO WAIVE, AND HEREBY WAIVES, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS."