Schedule 7

Clover Services and Equipment Schedule

This Clover Services and Equipment Schedule (**Clover Schedule**) is between First Data Merchant Services LLC (**First Data**) and the State of North Carolina (**Company**).

1 Background

29.14 This Clover Schedule adds the Clover Services and Clover Equipment (each as defined below) to the Payment Solutions Agreement (**Agreement**) among First Data, Company, and Bank. Bank, however, is not a party to this Clover Schedule and is not liable to Company in connection with the Clover Services, Clover Equipment, or this Clover Schedule. First Data, through its affiliate Clover Network, LLC (and other affiliates as applicable, **Clover**), provides the Clover Services and Clover Equipment under this Clover Schedule.

29.15 The terms of the Agreement and this Clover Schedule apply to the Clover Services, Clover Equipment, and transactions processed through the Clover Services (or on any Clover Equipment), but if anything in this Clover Schedule conflicts with the Agreement, this Clover Schedule will control to the extent of the conflict.

29.16 Capitalized terms used but not defined in this Clover Schedule have the meanings given to such terms in the Agreement.

30 Clover Services

30.1 Clover will provide Company with a Clover Account, through which Company can access certain services and software, including but not limited to the Clover Virtual Terminal and the Clover Dashboard (all as defined below). These services, together with those provided under this Clover Schedule (including TransArmor for Clover, as defined below), are the **Clover Services**.

30.2 Company agrees to Clover's terms and conditions of use available on Clover's website at clover.com/terms (as amended and updated from time to time, **Clover Terms**). Company will receive credentials from Clover to open a **Clover Account**. Company may be required to "*click to agree*" to certain updated Clover Terms or applications to access or to continue accessing the Clover Account or using the applicable Clover Services. Company's use (or continued use, as applicable) of its Clover Account to access any Clover Service constitutes Company's agreement to the then-current Clover Terms.

30.3 Company must provide accurate information when creating its Clover Account and update this information periodically so that it remains accurate. Clover collects all information or transaction data that Company provides in connection with Company's Clover Account through the Clover website or when using the Clover Services (together, **Account Information**). Clover will manage the Account Information in accordance with the Agreement and Clover's Privacy Policy. Company authorizes Clover to access the Account Information in connection with providing the Clover Services or other supported Services under the Agreement. Subject to Applicable Law, Network Rules, and Clover's Privacy Policy, Company acknowledges and agrees that Clover may access and use such Account Information to provide and improve the Clover Services.

30.4 Company is responsible for maintaining the confidentiality of the account numbers, passwords, security questions and answers, login details, and other information (together, **Credentials**) needed to access its Clover Account or Account Information. Clover will rely on Company's Credentials to authenticate access to Company's Account or Account Information. If Company becomes aware of any loss or theft of, or unauthorized access to, its Credentials, Clover Account, or Account Information, then Company must notify Clover immediately after such discovery. Clover may deny access to Company's Clover Account or Account Information upon any report of actual or suspected misuse of Company's Credentials

30.5 Company (and its authorized users and employees) may use the Clover Account to access a Company-specific Clover webpage (**Clover Dashboard**) ***using most internet browsers***. Company may use the Clover Dashboard to access certain software applications Clover provides as part of the Clover Services. Alternatively, Company may download the enrolled and authorized applications during or after initial set-up. The applications (and their functionality) that make up the Clover Services may vary from time to time.

30.6 Through the Clover Dashboard and by using its Clover Account, Company and its authorized employees will be able to accept payments for card not present transactions (the **Clover Virtual Terminal**). All transactions accepted through the Clover Virtual Terminal will be governed by the Agreement.

30.7 Company shall always comply with any operating procedures, requirements, or guidelines regarding Company's use of the Clover Services that are posted on the Clover website or that Clover otherwise makes available to Company, including but not limited to the **Clover Privacy Policy** (https://www.clover.com/privacy-policy) and the **Clover App Market Terms of Use** (https://www.clover.com/app-market-terms). Each Clover Service or application may have additional terms to which Company must agree to prior to use.

31 Clover App Market

31.1 The Clover Services may provide Company with access to the **Clover App Market** and links to software applications that Company may obtain from third-party developers (**Apps**) through the Clover App Market. Although Apps in the Clover App Market may interface or function with the Clover Services, ***these Apps are not part of the Clover Services***; App developers provide Apps directly to Company. Company must execute separate agreements with the App developers to use the Apps. Company acknowledges that it is solely responsible for its use of all Apps, compliance with corresponding agreements for Apps, and any associated fees or charges for the Apps.

31.2 The Clover Terms and any other applicable terms (e.g., the Clover App Market Terms of Use) will govern Company's use of the Clover App Market, including Company's use of any and all Apps accessed and installed via the Clover App Market.

31.3 Company uses Apps at its own risk. Clover is not responsible for, makes no representations or warranties related to, and disclaims all liability for, the following (each of which is the responsibility of the applicable App developer): (i) the Apps; (ii) any App content, advertising, additional hardware, or peripheral requirements; and (iii) additional goods or services provided through an App.

32 Clover Equipment

32.1 Subject to the terms of this Section 4, Clover will provide Company with the Clover-branded point of sale equipment (**Clover Equipment** or **Clover Device**) indicated on the **Clover Equipment Purchase Form** attached to this Clover Schedule. To receive the Clover Equipment, Company must pay the purchase price specified on the Clover Equipment Purchase Form (plus shipping and handling charges and all applicable tax) prior to shipment or upon invoice, whichever is earlier.

32.2 Company is solely responsible for choosing Clover Equipment that meets its needs. Company must order any subsequent Clover Equipment using form(s) that Clover provides (**Orders**). Clover will reject any other forms, purchase orders, or correspondence that Company attempts to submit as Orders, as well as any additional or inconsistent terms in documents Company attempts to submit.

33 Communications

33.1 The Clover Services support electronic communications with Company's customers (for example, sending via email or text digital transaction receipts, marketing, or other materials). A **customer** is a person who makes a purchase of goods or services from Company through a transaction that utilizes the Clover Services. To receive electronic communications from Company, Clover, or a third party (such as an App developer) through the Clover Services, each customer must provide his or her consent and enter his or her email address or phone number when prompted by the Clover Services. Company may not independently provide or modify a customer's consent. Company must send electronic communications to customers via the Clover Services by using the contact information the customer provides. Some state laws may impose limitations on how Company may use customers' contact information through the Clover Services, and Company is responsible for knowing and following these laws and limitations.

33.2 Company shall not, nor shall it permit any third party to:

33.2.1 access or attempt to access the Clover Services (or any part) that is not intended to be available to Company;

33.2.2 access or use (in any format) the Clover Services (or any part) through any time-sharing service, service bureau, network, consortium, or other similar means;

33.2.3 without Clover's advance written consent, use, ship, or access the Clover Service (or any part) outside or from outside of the United States;

33.2.4 perform or attempt to perform any actions that would interfere with the proper working of the Clover Services, prevent access to or use of the Clover Services by other users, or impose a large load on Clover's infrastructure, network capability or bandwidth; or

33.2.5 use the Clover Services (or any part) except as permitted in this Clover Schedule.

33.3 The Clover Services may support offline payment transactions and point-of-sale activities. Payment transactions that Company collects while offline will be held and submitted for authorization when internet connectivity with the Clover systems is restored. Company conducts all offline payment transactions at its own risk and will be solely responsible for all outcomes (such as subsequent transaction denials) from any offline payment transactions Company accepts.

Clover will provide documentation, periodic updates, and an operating guide for the Clover Services in which Company enrolls. Periodic updates may include maintenance releases or bug fixes, and Clover may make the operating guide available via the Internet. Clover is not liable for any service interruptions, delays, or errors that maintenance or bug fixes for the Clover Services may cause. Clover may contact Company or access Company's Clover Account, Account Information, or transaction information and payment data to identify errors or perform maintenance for the Clover Services.

33.4 The following additional terms apply in connection with Company's use of the Clover Services:

33.4.1 Any customer who requests the delivery of electronic receipts via email must provide his or her email address to Company; Company is not permitted to add or modify any customer's email address on behalf of a customer.

33.4.2 Company (or agents acting on Company's behalf) may send marketing materials or other communications only to the street address or email address that the customer provides, and only then if the customer has specifically consented to marketing by supplying such address information directly to Company via the applicable opt-in process through the Clover Services.

33.4.3 If any customer communicates to Company any desire to unsubscribe from or opt-out of any further marketing material or other communications the authorization for which is based on consent obtained via the Clover Services, then Company shall: (i) promptly treat such communication as a revocation of consent and will immediately stop sending marketing material or other communications to the customer; and (ii) promptly notify Clover and any other third party who may have relied on that previous consent to send marketing material or other communications to the customer, that the customer has revoked consent.

33.4.4 For each customer who desires to access or delete the personal data Company collects or uses regarding such customer, and subject to Company's compliance with Applicable Laws regarding data privacy, Company shall: (i) honor such request; (ii) provide notification of such request to both Clover and the developer(s) of any Apps that Company uses; and (iii) confirm that all applicable parties have honored such requests, thereby enabling both Clover and applicable App developers to comply with lawful personal data access requests.

33.4.5 Notwithstanding the Clover Services' capability to collect and store customer information and to allow customers to elect to receive Company's marketing materials, some regions may limit Company's use of such information once collected – even if the customer has provided his or her consent – or Company's disclosure of such information to third parties. Company acknowledges and agrees that: (i) Company's use of customer information obtained in connection with the Clover Services may be subject to local, state, federal, provincial, domestic, international, or in-country laws, rules, and regulations; (ii) Company is solely responsible for knowing such laws, rules, and regulations; and (iii) Company will at all times strictly comply with all such laws, rules, and regulations and this Clover Schedule.

34 Limited Warranty

34.1 Clover warrants that the Clover Equipment Company purchases will be free from manufacturer-induced defects in materials or workmanship for one year (**Warranty Period**) beginning on the date that Clover, or its designee, ships

the Clover Equipment to Company (the **Limited Warranty**). Unless otherwise indicated, the Limited Warranty does not cover rented or leased Clover Equipment, or accessories.

34.2 In addition, the Limited Warranty does not:

34.2.1.1.1 Include a warranty that the Clover Equipment will operate uninterrupted or error free;

34.2.1.1.2 Apply to the Clover Services, or any other software or peripherals used in connection with the Clover Equipment;

34.2.1.1.3 Cover accidents, damage to, or misuse of the Clover Equipment, including damage resulting from smashed or cracked units or screens; extraneous materials in the interior of the unit (such as hair, soil, or dust); contact with liquids; missing unit covers; fire damage; melted or burnt units; cosmetic damage (such as scratches, dents, or broken plastic on ports); improper or inadequate maintenance by Company (or its vendors); other visible damage; or Company's breach of this Clover Schedule; or

34.2.1.1.4 Apply to defects or damage resulting from software, interfaces, or supplies Clover does not provide; negligence, accident, or acts of nature (including flood or lightning damage); loss or damage in transit; improper site preparation by Company (or its vendors); failure to follow written instructions on proper use of the Clover Equipment; unauthorized modification or repair; or normal wear and tear.

34.3 Company may not transfer the Limited Warranty to any third parties.

34.4 Company must contact Clover's support center for assistance with defective Clover Equipment. Clover will provide a Return Merchandise Authorization (**RMA**) call tag to Company if Clover deems Clover Equipment defective during the Warranty Period. Company may use the RMA to ship the defective Clover Equipment to Clover's repair facility. Company is responsible for all return shipping costs to Clover's repair facility. Clover will arrange for defective Clover Equipment covered by the Limited Warranty to be repaired or replaced (at Clover's election) and shipped back to Company at no additional charge. The Limited Warranty applies to repaired and/or replacement hardware for the remainder of the Warranty Period corresponding to the original Clover Equipment.

35 TransArmor for Clover

35.1 *TransArmor Description*

35.1.1 During the period when a transaction is submitted from the Clover Equipment to Clover for authorization processing, Clover will encrypt (make unreadable) the Card number and full magnetic stripe data (track data and expiration date) for each submitted transaction. Clover will then generate a Token or retrieve a Multi-Pay Token assigned to the Card number, as applicable, and return the Token or Multi-Pay Token to the Company in the authorization response. **TransArmor for Clover** consists of these encryption and tokenization services (including TransArmor P2PE (as defined below), except as otherwise provided in Section 7.1.4).

35.1.2 A **Token** is an alpha-numeric value that: (i) is randomly generated when Company initially submits a Card number for authorization processing; (ii) becomes associated with the Card within Clover's systems; and (iii) Clover cannot retrieve from its systems to process future transactions involving the same Card number submitted for authorization processing. A **Multi-Pay Token** is a specific alpha-numeric value that: (a) is randomly generated when Company requests registration of a Card number as a Company-specific Token (**Registered Token**) upon receipt of Cardholder approval to register the Card number; (b) becomes associated with Company and the applicable Card within Clover's systems; (c) Company can store in its systems in lieu of the corresponding Card number; (d) can be used to initiate a transaction that Company submits in connection with authorization processing for Cardholder-initiated or recurring payments; (e) Company can retrieve from its systems for future transactions involving the same Card number or Registered Token that Company submits for authorization processing; and (f) is returned to Company from Clover's systems as part of the authorization response.

35.1.3 TransArmor for Clover applies only to Card transactions sent from the Company's Clover Equipment to Clover for authorization and interchange settlement pursuant to the Agreement, and specifically excludes:

(i) electronic check transactions; (ii) transactions submitted from all devices other than the Clover Equipment; and (iii) other Card types that are not capable of being tokenized. For the avoidance of doubt, if Company enters Card data into any point of sale device other than the Clover Equipment, this Card data will not be encrypted (under the terms of this Clover Schedule) during the period when the transaction is being transmitted to Clover for authorization processing; Company assumes all risk associated with such transmission if Card data is stolen during transmittal to Clover's systems.

35.1.4 ***Except for Clover Go devices***, each Clover Device is approved by the Payment Card Industry (**PCI**) as a point of insertion device that satisfies the hardware element of Clover's PCI-validated Point to Point Encryption listed solution (**TransArmor P2PE**).

35.2 *PCI DSS Limitations*

35.2.1 Use of TransArmor for Clover will not, on its own, cause Company to be compliant with, or eliminate Company's obligation to comply with, PCI DSS or any other Network Rules. Company must demonstrate and maintain a current PCI DSS compliance certification. Company's compliance must be validated either by a Qualified Security Assessor with a corresponding Report on Compliance (**ROC**) or by successful completion of the applicable PCI DSS Self-Assessment Questionnaire (in each case as used and defined in PCI DSS v.3.2.1) or ROC; and, if applicable to Company's business, passing quarterly network scans performed by an Approved Scanning Vendor (as used and defined in PCI DSS v.3.2.1). Company must successfully meet the above requirements to obtain PCI DSS compliance validation; provided, however, that Company is not required to perform quarterly network scans if Company uses TransArmor P2PE in accordance with the accompanying P2PE Instruction Manual (**PIM**).

35.2.2 Use of TransArmor for Clover is not a guarantee against an unauthorized breach of Company's Clover Equipment or any facility where Company processes or stores transaction data (together, **Company Systems**).

35.3 *TransArmor Limited Warranty*

35.3.1 Subject to the terms of this Clover Schedule, Clover warrants that the Token or Multi-Pay Token, as applicable, returned to Company as a result of using TransArmor for Clover cannot be used to initiate a financial sale transaction by an unauthorized entity or person outside the Company Systems. This warranty is the **TransArmor Limited Warranty**. To be eligible for the TransArmor Limited Warranty, Company must maintain a processing relationship with First Data and be in compliance with all the terms of the Agreement, this Clover Schedule, and any other agreements relating to Cards that are eligible for TransArmor for Clover that affect the security of Tokens or Multi-Pay Tokens. Subject to the Agreement's terms, including its limitations of liability, Clover will indemnify Company for direct damages, including third party claims, resulting from Clover's breach of the TransArmor Limited Warranty, which is (i) Company's express and sole remedy for Clover's breach of the TransArmor Limited Warranty, and (ii) Clover's entire liability for its breach of the TransArmor Limited Warranty. The TransArmor Limited Warranty is void if (a) Company uses TransArmor for Clover in a manner not contemplated by, or in violation of, the Agreement, this Clover Schedule, or any other agreement relating to Cards that are eligible for TransArmor for Clover; or (ii) Company is grossly negligent or engages in intentional misconduct.

35.4 *TransArmor Rules and Procedures*

35.4.1 Company must ensure that all third parties and software used by Company in connection with the Company's payment card processing are compliant with PCI DSS.

35.4.2 Company must deploy TransArmor for Clover (including implementing any upgrades to such service within a commercially reasonable period of time after receipt of such upgrades) throughout the Company Systems including replacing existing Card numbers on the Company Systems with Tokens or Multi-Pay Tokens, as applicable. Full Card numbers must never be retained, whether in electronic form or hard copy.

35.4.3 Company must use the Token or Multi-Pay Token, as applicable, in lieu of the Card number for all activities subsequent to receipt of the authorization response associated with the transaction, including settlement processing, retrieval processing, chargeback and adjustment processing, and transaction reviews.

35.4.4 If Company sends batch files containing completed Card transaction information to/from Clover, Company must utilize the service provided by First Data to enable such files to contain only Tokens or Multi-Pay Tokens, as applicable, or truncated information.

35.4.5 Company must utilize truncated report viewing and data extract creation within reporting tools provided by Clover.

35.4.6 Company may only use TransArmor for Clover for Company's internal business purposes in a manner consistent with the Agreement and this Clover Schedule.

35.4.7 Company must obtain a Cardholder's written or electronic consent to store a Multi-Pay Token to represent the Cardholder's Card number for future purchases.

35.4.8 Company must store the Multi-Pay Token in the Company Systems in lieu of the Card number for all Cardholder profile records.

35.4.9 Company must require Cardholders to log into their Cardholder profile to initiate a transaction with the Registered Token. This login must require authentication, such as a user ID and password.

35.4.10 Company's use of the TransArmor P2PE solution must comply with both: (i) Clover's terms and conditions outlined in the PIM; and (ii) applicable PCI requirements for P2PE-validation of Company Systems, including but not limited to Company's use of Clover's approved validated key injection facilities. To maintain P2PE validation, Company must also: (a) keep track of all Company Systems that are (1) in secure storage awaiting deployment, (2) deployed/in service, (3) disabled/out for repair, (4) decommissioned and returned for secure destruction, and (5) in transit; and (b) regularly manage Company Systems inventory at the minimum of once per year.

36 Privacy and Data Use

36.1 All data collected via the Clover website or in connection with Company's use of the Clover Services, including customer information and information about Company's business and employees used with, or stored in or by the Clover Services, is collected by Clover. The Clover Privacy Policy describes Clover's collection, use, disclosure, and other practices of Clover in connection with such data.

36.2 Company shall comply with all Applicable Laws pertaining to the privacy, secrecy, confidentiality, collection, usage, sharing, security, protection, disposal, or international transfer, of personal information, including laws applicable to direct marketing, telemarketing, and unsolicited e-mails or text messages. **Applicable Laws** may include, but are not limited to US federal and state laws, such as the FTC Act, the California Consumer Privacy Act, the CAN-SPAM Act, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, Gramm-Leach-Bliley Act, state consumer protection laws, state data security laws, security breach notification laws, laws imposing minimum security requirements, laws requiring the secure disposal of records containing certain personal information, as well as any Clover requirements related to such matters.

36.3 Company's use of Clover Services does not (a) guarantee compliance with any Applicable Laws, Network Rules, or applicable standards (including the PCI DSS), (b) affect Company's obligation to comply with Applicable Laws, Network Rules, and applicable standards (including the PCI DSS), or (c) guarantee protection against an unauthorized breach of Company Systems.

36.4 Company must implement reasonable security measures designed to protect the personal information that Company collects, uses, discloses, transfers, or otherwise processes in connection with its use of the Clover Service. Company acknowledges and agrees that it is solely responsible for all privacy and information security obligations and liabilities relating to any data that Company downloads, exports, or otherwise transfers from the Clover Services to its own information environment.

36.5 Company will maintain and make available to consumers a privacy policy applicable to Company's use of the Clover Service, including via any applications.

36.6 Company must ensure that any third parties with which it shares personal information in connection with its use of the Clover Services (including, without limitation, App developers whose Apps are made available through the Clover App Market) will provide the same level of privacy and data security protection that Company is legally required to maintain and which Company promises to maintain.

36.7 Company must respond in a legally appropriate manner to any lawful requests from individuals pertaining to the individual's privacy or data subject rights at Company's sole cost and expense.

36.8 Company acknowledges and agrees that when it installs an App, Company establishes a contractual relationship with the developer of the App. By installing an App, Company authorizes and instructs Clover to process and transfer personal information to facilitate Company's ongoing use of the App, including the disclosure of certain categories of personal information to the developer of the App and the receipt of personal information from the developer, as may be required by the App, until such time as Company instructs Clover otherwise. Company is solely responsible for instructing an App developer to cease processing or destroy any personal information.

36.9 Clover may process personal information to create aggregated, anonymized, or de-identified information and use that information for its lawful business purposes, including for purposes of creating data insights and analytics and demographic profiling.

36.10 Unless Company has received prior written consent to do so from Clover, Company may not use the Clover Services to: (i) process personal information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership; or genetic data, biometric data, data concerning health, or data concerning a natural person's sex life or sexual orientation; or (ii) upload, incorporate, or process transactions involving, or otherwise provide Clover with, any "protected health information" within the meaning of the Health Insurance Portability and Accountability Act of 1996, as amended (**HIPAA**).

36.11 Company agrees to provide all necessary assistance to help Clover comply with its privacy or data protection legal obligations, or defend against any claims or investigations, in either case, in any way arising from or related to the Clover Terms. Company agrees to promptly notify Clover of any opt-outs and legally valid data subject rights requests relating to data within Clover's possession, custody, or control.

37 Fees

37.1 Company will be charged and shall pay: (i) all applicable taxes (other than taxes based on Clover's income), duties, or other governmental assessments based on Company's use of the Clover Services; (ii) the TransArmor for Clover fee set forth below; and (iii) the applicable fees to use a Clover Service (**Clover Services Fees**). Company acknowledges and agrees that its Clover Services Fees are determined based on (a) the number and type of Clover Devices purchased, rented, and/or leased (as applicable) and (b) the **Clover Service Plan** Company selects.

37.2 In the event of any disputed fee or charge, Company must notify Clover in writing no later than 30 days after incurring the fee or charge Company disputes. Company acknowledges and agrees that the failure to notify Clover within this timeframe shall relieve Clover of any obligation to furnish any adjustment or refund for the fee or charge at issue.

Clover Service Fees*	**Price**	**Driver**
TransArmor for Clover	$_____	per transaction
Clover Payments[1, 2]	No Charge	per month
Clover Essentials (without hardware)	$9.95	per month
Clover Essentials (with hardware)[2]	$9.95	per device, per month
Clover Register	$39.95	for first device,[3] per month
Clover Counter-Service Restaurants	$39.95	for first device,[3] per month
Clover Table-Service Restaurants	$69.95	for first device,[3] per month

* All Clover Service Plans are billed through the Clover App Market. TransArmor for Clover is billed to the merchant statement.
[1] Clover Payments provides access to the Clover platform, which includes the Clover Dashboard, Clover Virtual Terminal functionality, hosted checkout capabilities, and developer tools APIs.
[2] Eligible hardware limited to the Clover Mini, Clover Flex, and Clover Go.
[3] The fee for each additional device is $9.95 per month, per device.

37.3 Clover Services Fees do not include any fees that Clover charges under the Agreement for payment processing or for other Services provided to Company.

37.4 Developers of Apps in the Clover App Market charge fees separate from the Clover Services Fees. Company is responsible for paying all fees for such Apps to the developers. Company authorizes Clover to collect all App fees on behalf of the developers.

38 Term, Termination, and Changes

38.1 This Clover Schedule begins on the date last signed below and continues in effect until: (i) the Agreement terminates, in which case this Clover Schedule will automatically terminate; or (ii) Company or Clover choses to terminate this Clover Schedule by giving the other party at least 30 days prior written notice.

38.2 Clover may suspend or terminate the Clover Services if:

38.2.1 Company uses any Clover Services for any fraudulent, illegal, or unauthorized purpose or provides inaccurate or false information related to Company's Clover Account;

38.2.2 Company breaches the Agreement; or

38.2.3 Clover terminates its agreements with any third parties involved in providing any of the Clover Services.

Upon termination of this Clover Schedule for any reason: (i) Company must immediately stop using the Clover Services; (ii) Company will no longer be authorized to access its Clover Account; and (iii) Company's license to use the Clover Services will end. Upon termination, Clover will provide Company with a reasonable period to allow Company to extract any Account Information that Clover has stored on its servers as of the termination date. Subject to the foregoing sentence, Applicable Law, and the Network Rules, Clover will delete Account Information stored on Clover's servers upon termination of this Clover Schedule, and Clover will not be liable to Company or any third party for termination of access to the Clover Services or deletion of Company's Account Information.

38.3 A breach of this Clover Schedule constitutes an Event of Default under the Agreement.

38.4 Clover may update or modify the Clover Services or amend this Clover Schedule or any other applicable terms (including Clover Terms or other electronic or click-through terms) periodically by providing notice to Company. Company's use of the Clover Services after update, modification, or amendment will constitute Company's acceptance of the changes, including new, different, or additional fees for the Clover Services or otherwise. Company agrees that Clover may contact Company using the personal contact information Company provides to, among other things:

38.4.1 inform Company of any applicable updates, alterations, additions, or changes to the Clover Services;

38.4.2 ask for feedback to inform Clover's future or current service offerings so Clover can make product decisions to better serve Company; and

38.4.3 inform Company about additional product or service offerings related to its use of Clover.

Any messages concerning feedback to inform Clover's current or future products or messages related to additional product or service offerings will contain appropriate opt-out or unsubscribe links that will immediately discontinue any such messaging from Clover.