Payments Exhibit

Effective October 1, 2026 · v1.0.0

This Payments Exhibit governs payment mechanics under the Agreement. Capitalized terms used but not defined in this Exhibit have the meanings given in Section 2 of the MSA General Terms, including the terms Section 2 identifies as defined in other components of the Agreement.

P-1. Payment methods

(a) **SaaS fees** (dealr.cloud, dealr.tax, add-ons) are collected by ACH debit or card on file, per the Order Form's payment-method election. For ACH, collection is also per the executed dealr.cloud ACH Autopay Authorization Agreement. For card on file, Customer authorizes Dealr's payment processor to store the card credential and to charge it on a recurring basis for the variable amounts described in §P-2.1(c)(i) and (iii) (SaaS fees per the Order Form and then-current plan pricing; returned-item charges), until Customer replaces or removes the card or changes its payment-method election; the stored-credential consent is captured at card entry.

(b) **Transaction amounts under Schedule B** are collected by ACH only, per the executed DTS Transaction Funding ACH Authorization Agreement. Transaction amounts under Schedule B are the government fees, taxes, and Electronic Processing Fees for each Transaction. Collection is through the mechanism Dealr designates from time to time. That mechanism may be direct ACH originated by Dealr or ACH through a third-party payment facilitator (currently Dwolla, where used). Dealr may debit individually per Transaction or in batches on Dealr's internal schedule, which may combine multiple Transactions.

(c) **Applicability.** The dealr.cloud ACH Autopay Authorization Agreement and the DTS Transaction Funding ACH Authorization Agreement are each an "**ACH Authorization Agreement**." The DTS-specific provisions of this Exhibit apply only where Customer has ordered DTS Services under Schedule B. Those provisions are §P-1(b) (Transaction amounts), the Schedule B components of §§P-2.1(c)–(d) (amounts; timing), and §P-4 (trust handling of government funds).

P-2. ACH authorization

Customer authorizes Dealr (and its payment facilitator, where applicable) to originate ACH debits and credits for: SaaS fees and taxes due under the Agreement — only where ACH is elected on the Order Form, per the executed dealr.cloud ACH Autopay Authorization Agreement, and only to the Designated Account under that agreement; Transaction amounts under Schedule B — per the executed DTS Transaction Funding ACH Authorization Agreement, and only to the Designated Account under that agreement; NSF fees and returned-item charges with respect to entries authorized above; and adjustments, corrections, recoveries, and credits (including refunds and over-collection returns) under Schedule B §§B-3(e)–(h) (NSF; payment audit; funding finality; disbursement responsibility). In each case, this authorization is on the terms stated in §P-2.1 (authorization terms). This authorization remains in effect until revoked per §P-2.1(e) (revocation). Customer will maintain sufficient funds in each Designated Account for scheduled debits.

P-2.1 Authorization terms

The following terms govern all ACH entries originated under the Agreement, including entries authorized by an executed ACH Authorization Agreement (referenced in Order Form §9 (payment method)), each of which restates these terms, within its scope, as of its execution:

(a) **Nacha Operating Rules; entry class.** Customer, as the Receiver of each entry, agrees to be bound by the Nacha Operating Rules, as amended from time to time, with respect to all entries originated under the Agreement. Entries will be originated as CCD (Corporate Credit or Debit) entries to a business account.

(b) **Designated Account.** Customer designates each Designated Account by stating the name of the financial institution, routing number, and account number on an ACH Authorization Agreement or through the Services' payment-setup flow. Each Designated Account must be a business deposit account. Consumer accounts — accounts established primarily for personal, family, or household purposes — are never eligible and may not be designated. A designation made through the Services' payment-setup flow must be completed by an Authorized Contact (MSA §3.2(b) (Authorized Contacts)). The individual completing any designation represents that they have authority over the account and authority to bind Customer. MSA §3.2(c) (attribution; reliance) applies to each designation. Customer may change a Designated Account by the same mechanism on at least ten (10) business days' notice before the next scheduled debit.

(c) **Amounts.** Debit amounts are variable and are determined as follows: (i) SaaS fees per the Order Form and the then-current plan pricing; (ii) Transaction amounts (government fees, taxes, and Electronic Processing Fees) per Schedule B §B-3 (fees and payments) and the DTS fee schedule; (iii) NSF fees and returned-item charges per the Order Form or applicable fee schedule and Schedule B §B-3(e) (NSF; chargebacks); and (iv) adjustments, corrections, recoveries, and credits (including refunds and over-collection returns) per Schedule B §§B-3(e)–(h) (NSF; payment audit; funding finality; disbursement responsibility).

(d) **Timing.** Debits are initiated on the applicable invoice schedule (SaaS fees) and, for Transaction amounts, no earlier than submission of the funded Transaction(s) for payment and no later than five (5) business days after that submission (initiated at or promptly after submission). For this purpose, "submission of the funded Transaction(s) for payment" means Customer's submission of the funded Transaction to DTS through the Services. Debits may be originated as individual entries per Transaction or as combined entries covering multiple Transactions or fee items. ACH debits and credits for audit-identified adjustments, corrections, and recoveries are initiated on the timing Schedule B §B-3(f) (payment audit) provides — without time limitation for government amounts and for credits to Customer, and, for debits of DTS fees and other non-government amounts, within the twenty-four (24)-month period stated there. For amounts on previously posted or Approved Transactions, those debits and credits are initiated automatically, subject to §B-3(f)'s advance-notice threshold for larger correcting debits, with an accounting delivered with or promptly after the debit or credit.

(e) **Revocation.** Customer may revoke this authorization by written notice to billing@dealr.cloud, effective for entries initiated more than ten (10) business days after Dealr's receipt of the notice. Revocation does not excuse amounts due, and is effective on that schedule whether or not Customer has provided a replacement funding method. Where no replacement funding method acceptable to Dealr is in place for active DTS service, DTS Services are suspended per Schedule B §B-3(d) (funding; trust), and amounts due are collectible by setoff or invoice.

(f) **Retention; copy.** Dealr will retain each authorization (and any revocation) for at least two (2) years following the authorization's termination or revocation, and will provide Customer a copy of its authorization on written request.

(g) **Reinitiation of returned entries.** Dealr may reinitiate an entry returned for insufficient or uncollected funds only as the Nacha Operating Rules permit. (Currently no more than two reinitiations, initiated within 180 days of the Settlement Date of the original entry, with the 'RETRY PYMT' description.) Amounts remaining unpaid after permitted reinitiations may be collected by setoff under §P-5(c) (setoff) or by invoice.

P-2.2 Business accounts only (CCD)

(a) **Representation.** Customer represents and warrants: (i) that each Designated Account is a business account held in Customer's business name and is not established primarily for personal, family, or household purposes; (ii) that Dealr originates entries as corporate (CCD) entries in reliance on this representation; and (iii) that Customer will not designate a consumer account and will notify Dealr before any change of Designated Account.

(b) **CCD entries only.** The Agreement supports business (CCD) entries only; Dealr does not originate consumer (PPD) entries, and no consumer account may be used with the Services.

(c) **Verification; rejection; suspension.** Dealr may verify any designated account, including by matching the account name against Customer's legal or DBA name and by using account-verification services. Dealr may reject or remove any designation Dealr reasonably believes is a consumer account. Dealr may suspend payment-dependent features (including DTS submissions per Schedule B §B-3(d) (funding; trust)) until a qualifying business account is designated.

(d) **Regulation E.** Customer acknowledges that the Electronic Fund Transfer Act and Regulation E do not apply to accounts that are not consumer accounts.

(e) **Indemnity.** Customer will indemnify Dealr for losses, returns, fines, and rules-enforcement costs arising from Customer's designation of a non-business account.

P-3. Facilitator terms

(a) **Flow-down; onboarding.** Where a payment facilitator is used, Customer will complete the facilitator's onboarding (including identity/KYC verification) and agrees to the facilitator's terms of service and privacy policy as flowed down in the onboarding flow. Where the facilitator provides Customer a payment account, opening and holding that account requires Customer's acceptance of the facilitator's terms of service and privacy policy, which are presented at onboarding and whose acceptance is captured in an auditable record.

(b) **Facilitator designation and replacement.**

  (i) Dealr may designate, add, or replace payment facilitators or processors supporting payment features on at least thirty (30) days' notice.

  (ii) Where Dealr collects government fees and taxes as agent of the payee under §P-4(b) (agent of payee), including direct ACH flows originated by Dealr, no third-party facilitator agreement is required. The acceptance mechanics of this §P-3(b) do not apply to those flows.

  (iii) Where a payment feature is provided through a third-party facilitator, Customer's use of that feature is conditioned on Customer's acceptance of the then-current facilitator's flow-down terms. On a facilitator replacement, Customer will promptly complete the replacement facilitator's onboarding (including identity verification and terms acceptance) when presented in the Services. Dealr may suspend the affected payment features (but not the balance of the Services) until onboarding completes.

(iv) Acceptance of facilitator terms is captured through an affirmative in-Service acknowledgment presented with the facilitator's terms to an Authorized Contact (MSA §3.2(b) (Authorized Contacts)). Acceptance by an Authorized Contact binds Customer per MSA §3.2(c) (attribution; reliance). Dealr maintains records of each acceptance (user, Authorized Contact status, date/time, IP address, and terms version).

(v) If a replacement facilitator's terms materially and adversely change Customer's rights with respect to the payment features, Customer may terminate the affected payment features by notice within the thirty (30)-day notice window, without charge attributable to those features.

(vi) Continued use after notice constitutes acceptance only of amendments to the incumbent facilitator's then-accepted terms and of Dealr's non-material updates to this Exhibit.

P-4. Trust handling of government funds

(a) **Custodial holding.**

(i) *Custody; trust.* Taxes and government fees collected for DTS Transactions are received and held by Dealr in a custodial capacity, in trust for the benefit of the applicable governmental payees. Those funds are segregated from Dealr's operating funds — in a federally protected account that bears no interest for Dealr or, pending sweep, in the payment facilitator's custodial structure held for Dealr's benefit — and are remitted per Dealr's program obligations.

(ii) *No interest.* No taxes or government fees held in that account may incur any interest for Dealr, Customer, or the county.

(iii) *Not Dealr's property.* Such funds are not Dealr's property, are not Dealr revenue, and are not subject to the claims of Dealr's creditors.

(iv) *Remittance timing.* Amounts owed to a county are remitted no later than the fifth (5th) business day of the month following the month in which the Transaction was approved. Beginning no later than June 22, 2027, amounts owed to a county are remitted no later than the third (3rd) business day after the Transaction was approved.

(v) *Customer funding timing.* Customer's funding obligations are timed so Dealr can meet these statutory and program remittance deadlines (Schedule B §B-3(d) (funding; trust)).

(b) **Agent of payee.** Dealr receives and holds government fees and taxes solely as agent of the applicable governmental payee, pursuant to the State Contract or equivalent governmental authorization. Dealr holds itself out as accepting such payments on the governmental payee's behalf. Government fees and taxes paid to Dealr are treated as received by the applicable governmental payee upon Dealr's receipt of finally settled funds that are not returned or reversed — for this purpose, funds are received by Dealr when they finally settle to Dealr or to an account held for Dealr's benefit by its payment facilitator: Customer's (and its consumer's) payment obligation to that governmental payee is extinguished to the extent of the funds received by Dealr, and Customer bears no risk of loss with respect to such funds if Dealr fails to remit them to the governmental payee. Nothing in this §P-4(b) limits Dealr's rights against Customer under Schedule B §§B-3(d)–(e) (funding; NSF) and §P-5 (failures, disputes, and errors) with respect to failed, returned, or reversed funding.

P-5. Failures, disputes, and errors

(a) Failed, returned, or reversed payments incur the returned-item and NSF fees stated on the Order Form or applicable fee schedule, plus interest and costs of collection under MSA §5.2 (payment; late amounts). For DTS Transactions, the returned-item and NSF fees are those in Schedule B §B-3(e) (NSF; chargebacks). Such payments are also grounds for suspension under MSA §3.4 (suspension) and, for DTS Services, immediate suspension under Schedule B §§B-3(d) (funding; trust) and B-9 (suspension and termination).

(b) **Billing and debit errors.**

(i) *Reporting; waiver.* Customer must report a suspected billing or debit error in writing within sixty (60) days of the date of the debit or invoice. To the maximum extent permitted by Applicable Law, Customer waives any claim for an error not reported within that period.

(ii) *Correction; sole remedy.* Dealr will investigate and correct verified errors by credit or refund, which is Customer's sole and exclusive remedy for billing and debit errors.

(iii) *Refund timing.* Refunds of amounts funded by ACH are initiated no earlier than seven (7) full business days after the originating ACH entry posted. For DTS Transactions, see Schedule B §B-3(g) (funding finality). If the originating entry is itself returned or reversed, no refund is due with respect to it.

(iv) *Claims procedure only.* This §P-5(b) is a contractual claims procedure only and does not create, extend, or modify any return or recredit right under the Nacha Operating Rules or otherwise.

(v) *Improper returns.* Initiating an ACH return or chargeback for amounts properly due is a payment breach.

(vi) *Government and trust amounts; refusal fees.* This §P-5(b) does not apply to — and no waiver arises for — government amounts governed by §P-4 (trust handling) and Schedule B §§B-3(f)(ii) and B-3(h), which control. For a dispute about an Electronic Processing Fee retained or credited on a refusal, the sixty (60)-day period in item (i) runs from the refusal notice under Schedule B §B-2(d), not from the debit.

(c) Dealr may set off amounts Customer owes against amounts Dealr owes Customer.

P-6. Security

Payment credentials and bank account data are Processed under the DPA. Card data is collected, processed, and stored only by PCI DSS-validated payment processors; Dealr does not store, process, or transmit full card numbers on its own systems.