Authorize.Net Affiliate Partner Program
Terms and Conditions

This agreement, including the appendices attached hereto, (collectively the "Agreement") is made and entered into by and between **Authorize.Net, LLC,** a Delaware limited liability company with its mailing at P.O. Box 8999, Mailstop M1-12SE, San Francisco, California 94128 ("Authorize.Net"), and you or your company ("**Company**"). Authorize.Net and Company shall be referred to individually as "Party" or collectively as the "Parties." Words and phrases with initial letters capitalized and not otherwise defined above or below shall have the meanings set forth in Appendix A attached hereto.

PLEASE CAREFULLY READ THESE COMPANY PROGRAM TERMS AND CONDITIONS CAREFULLY BEFORE ENROLLING IN THE AUTHORIZE.NET COMPANY PROGRAM. BY SIGNING, CLICKING "I AGREE" AND/OR A SIMILAR AFFIRMATION, COMPANY ACKNOWLEDGES AND AGREES THAT THE COMPANY PROGRAM AND COMPANY'S PARTICIPATION IN THE PROGRAM IS GOVERNED BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. COMPANY REPRESENTS AND WARRANTS THAT IT HAS THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT. IF COMPANY DOES NOT AGREE OR IS NOT WILLING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, COMPANY SHOULD NOT SIGN THE AGREEMENT, CLICK ON THE "I AGREE" BUTTON AND/OR SHOULD NOT SEEK TO PARTICIPATE IN THE PROGRAM.

I. AFFILIATE RESELLER
A. Resale Rights Granted.

1. Company Appointment. Subject to and in accordance with the terms and conditions of this Agreement, Authorize.Net hereby appoints Company as a nonexclusive reseller of the Authorize.Net Services to Merchants. In connection with such appointment, Authorize.Net hereby grants to Company a nonexclusive, nontransferable right to market and otherwise promote the Authorize.Net Services to Merchants, solicit orders from interested Merchants for Authorize.Net Services, and refer such Merchants to Authorize.Net for potential enrollment in one or more Authorize.Net Service.

2. Limitations. Section I.A.1 sets forth the entirety of Company's right to market, promote, offer, sell, and distribute the Authorize.Net Services. Without limiting the generality of the foregoing, Company will not, directly or indirectly (a) market, promote, offer, sell or otherwise distribute any of the Authorize.Net Services except as specifically set forth in this Agreement, or (b) remove, alter, distort, cover or otherwise modify any legal notices (including, without limitation, any notice of Proprietary Rights) appearing in or on, or that may be included with, any content, documentation, or other materials furnished or otherwise made available to Company by Authorize.Net under this Agreement. Company acknowledges that the rights granted to market, promote, offer, sell and otherwise distribute the Authorize.Net Services hereunder are subject to any and all applicable rights of third parties. Company will comply with all third-party restrictions and limitations on use of the Authorize.Net Services that are made known to Company. Authorize.Net may at any time modify its grant of rights to the extent necessary to ensure compliance. Company acknowledges and agrees that as between Authorize.Net, Company and Merchant, Authorize.Net maintains privity of contract for Authorize.Net Services between it and the Merchant.

3. No Delegation. Company shall not delegate performance of any of its obligations under this Agreement (other than to its own employees) without Authorize.Net's prior written authorization. Company will ensure that all authorized persons performing such obligations are properly qualified and experienced to perform the same.

B. Company Obligations.

1. Password(s). Authorize.Net will issue a password(s) to Company to enable Company and/or its employees and agents to access an account via the Authorize.Net Website. Company will restrict access to such password(s) and account to those employees and agents of Company as may be reasonably necessary consistent with the purposes of this Agreement and will ensure that each such employee and agent of Company accessing and using the account is aware of and otherwise complies with all applicable provisions of this Agreement regarding such use and access. To the extent Company uses any ID or password of a Merchant, or is otherwise granted access to a Merchant's Authorize.Net account, or performs any

action on behalf of a Merchant with respect to the Transaction Services, Company will do so only after obtaining express consent from such Merchant and in strict accordance with Services Documentation and the terms of this Agreement.

2. Sales and Referral Efforts. Company shall use its best efforts to refer to Authorize.Net, and solicit orders from, Merchants interested in purchasing any of the Authorize.Net Services. Authorize.Net reserves the right to refuse to provide the Authorize.Net Services to any Merchant referred to Authorize.Net by Company.

3. No Unauthorized Warranties. Company shall accurately describe Authorize.Net, its Companys, and the Authorize.Net Services to each Merchant. Without limiting the generality of the foregoing, Company will make no representation, warranty or description regarding the performance, functional characteristics or other aspects of any Authorize.Net Service that is beyond those stated in Authorize.Net's then-current and officially approved marketing and promotional materials for the applicable Authorize.Net Service. Company is not authorized to, and will not, make any representation or warranty on behalf of Authorize.Net except as Authorize.Net may expressly consent to in writing.

4. Merchant Fees. Company shall not surcharge, bill or collect any fees from Approved Merchants for their enrollment in or use of the Authorize.Net Services. Authorize.Net shall quote the amount of each Authorize.Net fee to interested Merchants.

C. Authorize.Net's Obligations.

1. Email to Merchants. Upon Authorize.Net's receipt of all information that is required to activate Authorize.Net Services, it shall send an email message to Merchant at the email address provided to Authorize.Net instructing Merchant on the steps it needs to take to activate the applicable services.

2. Billing Obligations. Authorize.Net shall bill Approved Merchants for all Authorize.Net Services, as applicable. Billing shall be accordance with the terms of the Payment Gateway Agreement or Merchant Account Services Agreement between it and an Approved Merchant.

3. Customer Service. During the respective term of the Payment Gateway Merchant Service Agreement or Merchant Account Services Agreement, if the Approved Merchant is current in payment of all fees owing to Authorize.Net and is otherwise not in default under such agreement, Authorize.Net and/or its Suppliers shall provide customer service to such Approved Merchant via telephone and email.

4. Technical Assistance. Authorize.Net will provide reasonable technical assistance to Company as may be necessary and appropriate to assist Company in effectively carrying out its obligations under this Agreement.

D. Authorize.Net Services.
Authorize.Net reserves the right to refuse to provide Authorize.Net Service to any Merchant. In accordance with the terms and conditions contained herein, Authorize.Net will host all of the

Authorize.Net Services on servers maintained by or on behalf of Authorize.Net or one or more of its Companys. Subject to the terms hereof, Authorize.Net will use commercially reasonable efforts to provide the Authorize.Net Services to Approved Merchants and maintain the same in an uninterrupted and error-free fashion consistent with its practices in effect as of the Effective Date, provided that the applicable Approved Merchant is not in default of its obligations to Authorize.Net pursuant to the Payment Gateway Merchant Service Agreement or Merchant Account Services Agreement.

E.   Commissions and Cost of Performance.

1. Commissions.   In months when Company earns a Commission payment, Authorize.Net will pay Commissions to Company in the amounts and as set forth in Appendix B.

2.   Payments; Domestic and International.   Payments will be made in U.S. Dollars. To receive payment Company must complete the Financial Information Form at the following URL http://www.authorize.net/files/ARFinancials.pdf and submit it to Authorize.Net. Payments to Companys located within the United States will be deposited into Company's bank account, the details of which Company will provide to Authorize.Net. If Company's bank account number and/or federal income tax ID number changes, Company shall promptly provide Authorize.Net with written notice of the change and the new number(s). Payments to Companys located outside of the United States will be (i) deposited into Company's bank account, the details of which which Company will provide to Authorize.Net; or (ii) paid via check; provided, however, payments will not be made via paper check until the Commissions payable to Company exceed $100. If Company's bank account number changes or there is a change to Company's Form W-8BEN, Company shall promptly provide Authorize.Net with written notice of the change and the new number or information. Authorize.Net will pay Commissions to Company only if the applicable fees are collected from the Approved Merchant by the 15th day of the month in which Authorize.Net billed such Approved Merchant for such fees. Commissions generated by Approved Merchants will not be paid to Company where payments owing from such Approved Merchants are overdue and require collection efforts by Authorize.Net or in instances where the Approved Merchant engages a new merchant service provider. Authorize.Net reserves the right to terminate the accrual and payment of Commissions to Company if Company is in breach of this Agreement.

3.   Taxes.   All Commissions and any other payments stated herein exclude, and Company will pay, any taxes, levies, fees, charges or other assessments, including, without limitations, excise, property, sales, use, ad valorem, transfer, franchise, profits, license, withholding or other taxes imposed by the United Sates or any agency or instrumentality thereof, any state, county, local or foreign government, or any agency, subdivision or instrumentality thereof, and any interest, fines and any and all penalties or additions relating to such taxes, charges, fees, levies or other assessments related to the Parties' performance of their obligations or exercise of their rights under this agreement and any related duties, tariffs, imposts and similar charges, excluding only those taxes based upon Authorize.Net's net income or gross receipts.

4.   Cost of Performance.   Unless otherwise expressly provided herein, each Party shall be solely responsible for the costs of its own performance hereunder, and will not be entitled to any reimbursement from the other Party for such costs.

5.   Automated Clearing House Authorization.   Company hereby authorizes Authorize.Net to initiate transaction entries to Company's depositories account as set forth in the Company Application above. This authority is to remain in effect until Authorize.Net has received written notification from Company of its request for termination in such time as to afford Authorize.Net and Company's depository institution a commercially reasonable opportunity to acknowledge and respond to the request.

Company agrees to be bound by the Automated Clearing House Rules as promulgated by the National Automated Clearing House Association that are in effect from time to time during the Term of this Agreement.

II.   CERTIFICATION

A.   Solution and Developer Certification

1. Certification Program Description. Authorize.Net offers two types of certifications: (i) Certified Solutions, designed for companies that provide standard transaction processing solutions for Merchants, including without limitation, shopping carts, point-of-sale (POS) software, POS terminals, kiosks, and mobile solutions; and (ii) Certified Developers, for developers, integrators and value-added resellers that develop custom transaction processing solutions for Merchants.

2. Enrollment. Subject to Company's compliance with the terms and conditions of this Agreement and achieving compliance with the applicable certification requirements, Authorize.Net will, in its sole discretion, certify Company and/or its solution. . Your initial and continued certification shall be governed by the terms of this Agreement and applicable solution and developer requirements found at the following URL: http://www.authorize.net/partners.

3. Company Obligations. Upon certification, Company agrees to: (i) display the Authorize.Net "Certified Company" logo ("Logo") without alteration, modification, or misrepresentation and in accordance with the Logo Usage Guidelines; (ii) upgrade its solutions to comply with future versions of Authorize.Net's API; (iii) maintain accurate, up-to-date contact information with Authorize.Net; and (iv) abide by and maintain the applicable Certification Requirements.

4. Authorize.Net Undertakings.   Subsequent to certification, Authorize.Net shall: (i) deliver notice of Company's certification via electronic mail; (ii) list Company in an online directory of certified Authorize.Net solutions and/or developers hosted by Authorize.Net or a third party; (iii) grant Company rights to display the Logo; and (iv) provide advance notification of system upgrades, new or improved transaction processing tools, and new payment gateway features.

5. DISCLAIMER. CERTIFICATION BY AUTHORIZE.NET DOES NOT INCLUDE ANY CERTIFICATIONS AND/OR REGISTRATIONS THAT MAY BE REQUIRED FOR COMPANY'S COMPLIANCE WITH FEDERAL, STATE OR INDUSTRY LAWS OR REGULATIONS, INCLUDING WITHOUT LIMITATION, REGULATIONS FOR THE STORAGE, HANDLING, OR PROCESSING OF CARDHOLDER INFORMATION SUCH AS THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARD. COMPANY UNDERSTANDS AND AGREES THAT BY CERTIFIYING COMPANY, AUTHORIZE.NET IS NOT (I) GUARANTEEING, REPRESENTING OR WARRANTING THE PERFORMANCE OF THE COMPANY; (II) THAT THE COMPANY IS IN COMPLIANCE WITH FEDERAL, STATE AND INDUSTRY LAWS AND REGULATIONS; OR (III) THE SECURITY OF COMPANY'S SYSTEMS.

III.   TERMS AND CONDITIONS

A.   Term and Termination.

1.   Term. The term of this Agreement **(**the "Term") shall commence on the Effective Date and, unless earlier terminated in accordance with this Agreement, continue thereafter unless and until either Party provides the other Party with at least thirty (30) days written notice of its intent to terminate this Agreement.

2.   Termination by Authorize.Net. Authorize.Net may terminate this Agreement immediately and without advance notice if: (a) Company is in breach or default of any other obligation set forth in of this Agreement; (b) Authorize.Net determines, in its sole discretion, that Company's business

practices are detrimental to the achievement of Authorize.Net business objectives; (c) Authorize.Net has reason to believe that there is an alleged or actual violation by Company of any laws, policies, guidelines, regulations, ordinances, rules and/or orders of any governmental authority or regulatory body having jurisdiction over the subject matter hereof; (d) Company violates Authorize.Net's Acceptable Use Policy; (e) Company does not establish a new Merchant account for a period of twelve (12) months or greater; (f) any Person that Authorize.Net reasonably determines to be a competitor or prospective competitor of Authorize.Net or any of its Companys acquires the power or ability, directly or indirectly, to exercise any controlling influence over Company or Company's management, operations or policies (either alone or pursuant to an arrangement or understanding with one or more Persons); or (g) Company (i) makes a general assignment for the benefit of creditors, (ii) files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, (iii) becomes subject to any proceedings under any bankruptcy or insolvency law where such proceeding has not been dismissed within sixty (60) days, or (iv) has wound up or liquidated, voluntarily or otherwise.

3. Effect of Termination. In the event of termination in accordance with this Section III.A, Authorize.Net shall pay Company, within sixty (60) days of the effective termination date, only the Commissions owing to Company as of the effective termination date. Upon expiration or termination of this Agreement for any reason: (i) Company shall promptly return to Authorize.Net all equipment, sales literature, documentation and materials supplied by Authorize.Net, (ii) Authorize.Net may continue to provide the Authorize.Net Services to any and all Approved Merchants and assume sole responsibility for such Approved Merchants for purposes of this Agreement; and (iii) Company's right to earn Commissions shall terminate.

4. **Survival.** Upon expiration or termination of this Agreement for any reason, all rights and obligations of the Parties under this Agreement shall be extinguished, except that: (a) all accrued payment obligations hereunder shall survive such expiration or termination, if applicable; and (b) any other provisions of this Agreement that should reasonably survive expiration or termination shall survive such expiration or termination.

B. Representations and Warranties.

1. Company. Company represents and warrants to Authorize.Net that: (a) Company will conduct its business at all times in a manner that reflects favorably on the goodwill and reputation of Authorize.Net and its Supplier(s) and will not engage in any illegal or unethical business practices; and (b) all representations and statements made by Company in this Agreement, or in any other document relating hereto by Company or on Company's behalf, are true, accurate and complete in all material respects. Company hereby authorizes Authorize.Net to investigate and confirm the information submitted by Company herein. For this purpose, Authorize.Net may utilize credit bureau/reporting agencies and/or its own agents.

2. Mutual. Each Party represents and warrants to the other that (a) it has full power and legal right to execute and deliver this Agreement and to perform its obligations under this Agreement, (b) no authorization or approval from any third Party is required in connection with such Party's execution, delivery or performance of this Agreement, (c) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, and (d) it has all right, title or interest, or valid license to use, its respective Trademarks, and that its grant of rights associated therewith do not violate any Proprietary Rights of any third Party.

3. Third-Party Programs. Company acknowledges that the Authorize.Net Services are designed for use with certain third-party programs, including, without limitation, certain Internet browser software programs and software developed by a Supplier. Company will look solely to the developers and manufacturers of such programs with regard to warranty, maintenance or other support regarding the same. Authorize.Net makes no warranty, express or implied, with regard to any such third-party software.

C. Indemnification. Company shall defend, indemnify, and hold Authorize.Net, its Companys, and any of their officers, directors, agents and employees harmless from and against any action, claim or suit brought against Authorize.Net or its Companys, including any and all losses, damages, costs, and expenses (including reasonable attorneys' fees) arising from or out of: (a) any breach or alleged breach by Company of any representation, warranty or other obligation of Company under this Agreement; (b) any alleged or actual violation by Company of any laws, policies, guidelines, regulations, ordinances, rules and/or orders of any governmental authority or regulatory body having jurisdiction over Company and the subject matter hereof; (c) the negligence or willful misconduct of Company, its employees or agents; (d) any violation of Authorize.Net's Acceptable Use Policy; (e) Company's advertising, marketing, promotion, sale, or distribution of any of the Authorize.Net Services; or (f) the inaccuracy of information provided to Authorize.Net by Company regarding a Merchant. In the event Company causes fines and/or penalties to be charged to Authorize.Net for its violation of Payment Network rules, Company agrees to immediately reimburse Authorize.Net for said fines or penalties.

D. Warranty and Disclaimer.

1. WARRANTY. AUTHORIZE.NET DOES NOT REPRESENT OR WARRANT THAT THE AUTHORIZE.NET SERVICES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ENTIRELY ERROR-FREE. COMPANY ACKNOWLEDGES THAT THE AUTHORIZE.NET SERVICES ARE NETWORK-BASED SERVICES, WHICH MAY BE SUBJECT TO OUTAGES, INTERRUPTIONS, ATTACKS BY THIRD PARTIES AND DELAY OCCURRENCES. IN SUCH AN EVENT AND SUBJECT TO THE TERMS HEREOF, AUTHORIZE.NET SHALL USE COMMERCIALLY REASONABLE EFFORTS TO REMEDY MATERIAL INTERRUPTIONS AND WILL PROVIDE ADJUSTMENT, REPAIRS AND REPLACEMENTS WITHIN ITS CAPACITY THAT ARE NECESSARY TO ENABLE THE AUTHORIZE.NET SERVICES TO PERFORM THEIR INTENDED FUNCTIONS IN A REASONABLE MANNER. YOU ACKNOWLEDGE THAT AUTHORIZE.NET DOES NOT WARRANT THAT SUCH EFFORTS WILL BE SUCCESSFUL. IF AUTHORIZE.NET'S EFFORTS ARE NOT SUCCESSFUL, YOU MAY TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION III.A1. THE FOREGOING SHALL CONSTITUTE COMPANY'S SOLE REMEDY AND AUTHORIZE.NET'S SOLE LIABILITY, IN THE EVENT OF INTERRUPTION, OUTAGE OR OTHER DELAY OCCURRENCES IN THE AUTHORIZE.NET SERVICES.

2. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AUTHORIZE.NET SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE AUTHORIZE.NET SERVICES, OR OTHER SERVICES OR GOODS PROVIDED UNDER THIS AGREEMENT.

E. LIMITATION OF LIABILITY AND DISCLAIMERS.

1. DISCLAIMER. AUTHORIZE.NET EXPRESSLY DISCLAIMS ANY LIABILITY OR LOSS ARISING FROM OR RELATED TO THE AUTHORIZE.NET SERVICES, THIRD-PARTY SERVICE PROVIDERS OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), INCLUDING WITHOUT LIMITATION, LIABILITY OR LOSS ASSOCIATED WITH UNAUTHORIZED ACCESS TO A SERVER, COMPANY INTERFACE, WEBSITE, FACILITY, YOUR DATA OR YOUR CUSTOMER DATA (INCLUDING CREDIT CARD NUMBERS AND OTHER PERSONALLY IDENTIFIABLE INFORMATION) DUE TO ACCIDENT, ILLEGAL OR FRAUDULENT MEANS, INCLUDING HACKING, OR DEVICES USED BY ANY

THIRD PARTY, OR OTHER CAUSES BEYOND AUTHORIZE.NET'S REASONABLE CONTROL. COMPANY EXPRESSLY AGREES THAT AUTHORIZE.NET SHALL NOT BE LIABLE FOR ANY LOSS ARISING FROM: (I) A THIRD PARTY'S INFILTRATION OF AUTHORIZE.NET SERVICES, SYSTEMS OR WEBSITE BY ANY MEANS, INCLUDING WITHOUT LIMITATION, DDoS ATTACKS, SOFTWARE VIRUSES, TROJAN HORSES, WORMS, TIME BOMBS, OR ANY OTHER SOFTWARE PROGRAMS, OR TECHNOLOGY; (II) DISRUPTION, DAMAGE, INTERCEPTION, UNAUTHORIZED ACCESS TO OR EXPROPRIATION OF THE AUTHORIZE.NET SERVICES, OR ANY SYSTEM, PROGRAM, DATA, TRANSACTION OR PERSONAL INFORMATION BELONGING TO AUTHORIZE.NET, YOU OR ANY THIRD PARTY; OR (III) THE LIMITATION OF THE FUNCTIONING OF ANY SOFTWARE, HARDWARE, EQUIPMENT OR THE SERVICE.

2. No Consequential Damages. EXCEPT FOR CLAIMS ARISING FROM CRIMINAL OR WILLFUL MISCONDUCT, THE PARTIES AND THEIR VENDORS (AND ANY OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF THE PARTIES AND THEIR VENDORS) SHALL BE LIABLE ONLY FOR DIRECT, OUT-OF-POCKET DAMAGES, AND SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES OR LOST PROFITS OR BUSINESS, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT, CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3. THIRD PARTY PRODUCT AND SERVICES. AUTHORIZE.NET MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE WHATSOEVER IN RELATION TO THIRD PARTY PRODUCTS AND SERVICES. COMPANY'S RESALE, OR USE OF THIRD PARTY PRODUCTS AND SERVICES IS AT ITS OWN RISK. AUTHORIZE.NET ASSUMES NO RESPONSIBILITY AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR CLAIMS OF LOSS AND/OR FRAUD INCURRED RESULTING FROM THE RESALE, USE OF OR CONCLUSIONS DRAWN FROM ANY THIRD PARTY PRODUCT OR SERVICE, REGARDLESS OF WHETHER OR NOT AUTHORIZE.NET IS A RESELLER OF OR REFERRAL AGENT FOR SUCH PRODUCT OR SERVICE.

4. Amount. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, AUTHORIZE.NET'S LIABILITY WITH RESPECT TO ANY CLAIM UNDER THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF THE AGGREGATE COMPENSATION PAID TO COMPANY BY AUTHORIZE.NET DURING THE SIXTY (60) DAYS PRIOR TO ANY SUCH CLAIM OF LIABILITY OR U.S. $1,000.

F. Ownership and Use of Data. To the extent permissible and in compliance with Payment Network Rules, applicable law, and as between the Parties, Authorize.Net shall retain full ownership of all data submitted by Company and/or Merchant in connection with Merchant's enrollment for and use of the Authorize.Net Services and hosted or stored on Authorize.Net servers, including but not limited to: name, mailing and shipping address, email address, phone number, dollar amount of purchase, type of purchase and description of purchase. Authorize.Net agrees to use such data only as necessary to perform hereunder and for no other purpose, and hereby grants Company a royalty-free, fully paid up right, during the Term, to use such data only as necessary to perform its rights and obligations hereunder and for no other purpose. Nothing in this Agreement shall prevent or restrict Company from using any information it collects or receives independent of its performance under this Agreement.

G. Intellectual Property.

1. Authorize.Net. The Parties agree that Authorize.Net owns and retains all right, title and interest in and to the Authorize.Net trademarks the Authorize.Net Website, the Authorize.Net Services, all content and documentation furnished to Company by Authorize.Net hereunder, and the Authorize.Net technology. No title to or ownership of any of the foregoing is

granted or otherwise transferred to Company or any other entity or person under this Agreement. Company shall not reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or trade secrets for any of the Authorize.Net Services or related technology.

2. API and Services Documentation License. Subject to the terms of this Agreement, Authorize.Net hereby grants to Company and Company hereby accepts from Authorize.Net a personal, limited, non-exclusive, non-transferable license and right to the Authorize.Net API and accompanying Services Documentation for the following purposes:

i. install and use the Authorize.Net API on as many machines as reasonably necessary (which machines are and shall be maintained in facilities owned, occupied, or leased by Company) to provide access to Transaction Services, including onboarding, to Approved Merchants and/or to use the Transaction Services on the behalf of Approved Merchant(s);

ii. use the accompanying Services Documentation solely for the purpose of using the Authorize.Net APIs and providing access to the Transaction Services and/or using Transaction Services on behalf of Approved Merchant(s); and

iii. create a reasonable number of copies of the Authorize.Net API and Services Documentation, with all copyright notices intact, for archival purposes only.

3. Company. The Parties agree that Company owns and retains all right, title and interest in and to the Company trademarks and Company reserves all rights in the foregoing.

4. Use of Trademarks. Each Party hereby grants to the other Party the right to use, reproduce, publish, perform and display the other Party's Trademarks in promotional and marketing materials and electronic and printed advertising, publicity, press releases, newsletters and mailings about or related to the Authorize.Net Services. Each Party shall strictly comply with all standards with respect to the other Party's Trademarks contained herein or which may be furnished by such Party from time to time. All uses of the other Party's Trademarks shall inure to the benefit of the Party owning such Trademark. Neither Party shall create a combination mark consisting of one or more Trademarks of each Party. Either Party may update or change the list of Trademarks usable by the other Party hereunder at any time by written notice to the other Party.

4. Use the Appropriate ® or ™ Symbol. Company must reproduce any Authorize.Net Marks exactly as shown on Appendix A, including the exact reproduction of any proprietary markings or legends and including the appropriate ® or ™ symbol at the first and most prominent reference, or as soon as practicable thereafter.

5. Provide Appropriate Trademark Attribution. Company must include a statement of ownership when displaying or reproducing any Authorize.Net Marks. The statement should read: "AUTHORIZE.NET and the Authorize.Net logo [or any other applicable mark] are trademarks or registered trademarks of CyberSource Corporation." If it is not feasible to include the attribution statement, it is acceptable to use a general-purpose attribution statement in a form such the following: "All other trademarks are the property of their respective owners."

6. Trademarks and Domain Registration. Company shall not use, register or attempt to register any: (a)Authorize.Net Marks; or (b) Trademarks; or (c) domain names that Authorize.Net reasonably deems to be confusingly similar to any of the Authorize.Net Marks or the Authorize.Net Website.

7. Further Assurances. Each Party shall take, at the other Party's expense, such action (including, without limitation, execution of affidavits or other documents) as the other Party may reasonably request to effect, perfect or confirm such other Party's ownership interests and other rights as set forth in this Section G.

H. Confidentiality and Nondisclosure.

1. Use of Confidential Information. Each Party that receives information (the "Receiving Party") from the other Party (the "Disclosing Party") agrees to use reasonable best efforts to protect all non-public information and know-how of the Disclosing Party that is either designated as proprietary and/or confidential or that, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"), and in any event, to take precautions at least as great as those taken to protect its own Confidential Information of a similar nature. Each Party agrees that the terms and conditions of this Agreement will be Confidential Information, provided that each Party may disclose the terms and conditions of this Agreement to its immediate legal and financial consultants in the ordinary course of its business.

2. Exclusions. The foregoing restrictions will not apply to any information that: (a) the Receiving Party can document it had in its possession prior to disclosure by the Disclosing Party, (b) was in or entered the public domain through no fault of the Receiving Party, (c) is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality, (d) is required to be disclosed by governmental or judicial order, requested in response to legal or governmental inquiries, or disclosed in connection with judicial and/or arbitral proceedings between the Parties, in which case the Party so requested shall give the other Party prompt written notice and use commercially reasonable efforts to ensure that such disclosure is accorded confidential treatment or (e) the Receiving Party can document was independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party. Upon request of the Disclosing Party, the Receiving Party will return to the other all materials, in any medium, that contain, embody, reflect or reference all or any part of any Confidential Information of the other Party. Each Party acknowledges that breach of this provision by it may result in irreparable harm to the other Party, for which money damages may be an insufficient remedy, and therefore that the other Party will be entitled to seek injunctive relief to enforce the provisions of this section.

I. Compliance with Law and Authorize.Net Guidelines. Company will comply, at its own expense, with all laws, policies, guidelines, regulations, ordinances, rules applicable to Company, its business or the Transactions and/or orders of any governmental authority or regulatory body having jurisdiction over the subject matter hereof. Company acknowledges that Company, and not Authorize.Net, is responsible for the security of Cardholder Data while in Company's possession. At all times during the term of the Agreement, Company will comply with all applicable laws, regulations and Payment Network rules, including, without limitation, the Payment Card Industry Data Security Standard (PCI DSS). In addition, Company shall comply with all the current policies, procedures and guidelines of Authorize.Net governing the Authorize.Net Services. Company shall not use the Authorize.Net Services in any manner, or in furtherance of any activity that may cause Authorize.Net to be subject to investigation, prosecution, or legal action.

J. General Provisions.

1. Publicity. The Parties may work together to issue publicity and general marketing communications concerning their relationship and other mutually agreed-upon matters, provided, however, that neither Party will have any obligation to do so. In addition, neither Party will issue such publicity and general marketing communications concerning this relationship without the prior written consent of the other Party.

2. Non-exclusivity. This Agreement does not confer on either Party any rights that are exclusive. Each Party is free to contract with others with respect to the subject matter of this Agreement.

3. Relationship of the Parties. The Parties are independent contractors and nothing in this Agreement shall make them joint venturers, Companys, employees, agents or other representatives of the other Party. Neither Party shall make any representation that suggests otherwise.

4. Non-solicitation. Company shall not directly or indirectly, whether or not for compensation, engage in any business activity (whether as an employee, proprietor, officer, director, agent, trustee, Company or creditor lending money for the purpose of establishing or operating any such business) that (a) induces or attempts to induce, directly or indirectly, any Merchant to modify or terminate such Merchant's business association with Authorize.Net or (b) interferes with, disrupts or attempts to disrupt any present business relationship, contractual or otherwise, between Authorize.Net and any Merchant, client, supplier, consultant, agent or employee of Authorize.Net. The Parties acknowledge that any breach of these non-solicitation provisions will cause immediate, irreparable and continuing damage to Authorize.Net for which there is no adequate remedy at law and that in the event of any breach or violation or threatened breach or violation of these non-solicitation provisions, Authorize.Net be entitled to temporary, preliminary and permanent injunctive relief and such other legal and equitable remedies as may be provided by applicable law (without the necessity of posting any bond or other security), including damages, costs of suit and attorney's fees.

5. Notices. All legal notices to Company shall be given electronically, sent to the electronic mail address provided in the Company Reseller Application and/or posted in the Announcement section of Company's Authorize.Net account. All notices to Authorize.Net shall be in writing and sent to Authorize.Net LLC, P.O. Box 8999, Mailstop M1-12SE, San Francisco, California 94128 or to (650) 286-6547 (fax), Attention: Legal Department. Such written notice will be deemed given upon personal delivery, upon confirmation of receipt if sent by fax, or three (3) days after the date of mailing if sent by certified or registered mail, postage prepaid.

6. Amendment. Authorize.Net may amend this Agreement at any time upon notice to Company of not less than ten (10) days prior to the effective date of such amendment, provided that any amendment for any fee increase may become effective upon not less than thirty (30) days' notice. No other amendment, modification or waiver of any of the provisions of this Agreement will be valid unless set forth in a written instrument signed by both Parties.

7. Severability; Headings. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. Headings are used for convenience of reference only and in no way define, limit, construe or describe the scope or extent of any section, or in any way affect this Agreement.

8. Governing Law; Jurisdiction. This Agreement and performance under it will be interpreted, construed and enforced in all respects in accordance with the laws of the State of California, excluding (i) that body of law known as conflicts of law and (ii) the United Nations Convention on Contracts for the International Sale of Goods. Company hereby irrevocably consents to the personal jurisdiction of and venue in the state and federal courts located in San Francisco County, California with respect to any action, claim or proceeding arising out of or related to this Agreement and agree not to commence or prosecute any such action, claim or proceeding other than in such courts.

9. Waiver. The failure of any Party to insist on or enforce strict performance of any provision of this Agreement or to exercise any right or remedy under this Agreement or applicable law will not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect.

10. Assignment. Company will not assign this Agreement or any rights hereunder without the prior written consent of Authorize.Net, except that Authorize.Net's prior written consent will not be required for an assignment as a result of any Company merger, consolidation, reorganization or similar transaction involving all or substantially all of the assets of Company. In any such event, the assignee must assume and agree in writing to perform all of the assigning Party's executory obligations and the assigning Party must guarantee performance by the assignee throughout the Term. Subject to the foregoing, this Agreement will be binding upon, enforceable by and inure to the benefit of the Parties and their respective successors and assigns.

11. Force Majeure. Neither Party will be liable for any losses arising out of the delay or interruption of its performance of obligations under the Agreement due to any acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications, utility, Internet services or network provider services, acts or omissions of a third party, infiltration or disruption of the Authorize.Net Services by a third party by any means, including without limitation, DDoS attacks, software viruses, Trojan horses, worms, time bombs or any other software program or technology designed to disrupt or delay the Authorize.Net Services, or other catastrophes or any other occurrences which are beyond such Parties' reasonable control (each a "Force Majeure Event"), provided that the Party delayed will provide the other Party notice of any such delay or interruption as soon as reasonably practicable, will use commercially reasonable efforts to minimize any delays or interruptions resulting from the Force Majeure Event and in no event will any failure to pay any monetary sum due under this Agreement be excused for any Force Majeure Event.

12. Electronic Signature; Counterparts. Company will acknowledge its consent to this Agreement via electronic signature. If this Agreement is executed in one or more counterparts, each of which will be deemed an original and all of which will be deemed to be one instrument. To expedite the process of entering into this Agreement, the Parties acknowledge that Transmitted Copies of the Agreement will be equivalent to original documents until such time as original documents are completely executed and delivered. "Transmitted Copies" will mean copies that are reproduced or transmitted via photocopy, facsimile or other process of complete and accurate reproduction and transmission.

13. Interpretation. The words and phrases used herein shall have the meaning generally understood in the payment processing industry. This Agreement shall be construed in accordance with its fair meaning and not for or against either Party on account of which Party drafted this Agreement.

14. Compliance with Export Controls. Company agrees to comply with all applicable export laws and restrictions and regulations and not to export or re-export any Authorize.Net intellectual property (i) into (or to a national or resident of) any country to which the U.S. has embargoed goods; or (ii) to any person on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Person's List.

15. Anti-Bribery.
(i) Company covenants that it, and each of its owners, directors, employees, and every other person working on its behalf, have not and will not, in connection with the services contemplated by this Agreement or in connection with any other business transactions involving Authorize.Net, make, offer or promise to make any payment or transfer anything of value, directly or indirectly, to: (a) any governmental official or government employee (including employees of government-owned and government-controlled corporations and public international organisation); (b) any political party, official of a political party, or candidate; (c) an intermediary for payment to any of the foregoing; or (d) any other person or entity, if such payment or transfer would have the purpose or effect of public or commercial

bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business for itself or on behalf of Authorize.Net. This paragraph shall not, however, prohibit normal and customary business entertainment of nominal value or the giving of business mementos of nominal value to the extent permitted by applicable law.
(ii) Company acknowledges that laws implementing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the International Anti-bribery Convention), including the US Foreign Corrupt Practices Act and UK Bribery Act, prohibit bribery of government officials, and further acknowledges that certain anti-bribery laws also prohibit the bribery of individuals not connected with any governmental body. Company agrees to comply with all applicable laws and regulations in connection with the services contemplated by this Agreement and in connection with any other business transactions involving Acquirer including all applicable laws implementing the International Anti-bribery Convention.

16. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Parties, and supersedes any and all prior or contemporaneous oral or written agreements or understandings between the Parties, as to the subject matter of this Agreement.

By executing this Agreement, Company acknowledges and agrees, on behalf of its company and for itself, that it has reviewed and understands the Agreement and agrees to be legally bound by all of its terms and conditions

Company: _____

Address: _____

City: _____

State or Province: _____

Postal Code: _____

Country: _____

Name: _____

Title: _____

E-Mail: _____

Date: _____

Appendix A- Definitions

The following capitalized terms will have the meanings set forth below. Other terms may be defined elsewhere in this Agreement.

"API" means application programming interface.

"Approved Merchant" means a Merchant referred to Authorize.Net by Company subject to the following conditions: (1) the Merchant that was referred to Authorize.Net by Company was not an existing customer of Authorize.Net as of the date Company referred such Merchant to Authorize.Net; (2) the Merchant had not previously contacted or been contacted by Authorize.Net concerning any of the Authorize.Net Services; (3) for Payment Gateway services, the Merchant has executed a Payment Gateway Service Agreement; and (4) for Merchant Account services, the Merchant has executed a Merchant Account Services Agreement.

"Authorize.Net Services" means generally, the Authorize.Net-hosted, online gateway and fraud services, set forth in more detail in the Services Documentation.

"Authorize.Net Website" means the Website operated by or for Authorize.Net under the URL http://www.authorize.net.

"Card" shall mean any valid credit card or debit card issued by a member of Visa, MasterCard, or any other association or card issuing organization and bearing its respective trade names, trademarks, and/or trade symbols.

"Batch(es)" means any batch settlement submitted to a processor by Authorize.Net consisting of any credit card or electronic check authorization, credit, ticket only, decline transaction or other related transaction completed or submitted by an Approved Merchant to Authorize.Net.

"Cardholder" shall mean the individual whose name is embossed on a valid Card and any authorized user of such Card and that uses a Card to purchase goods and services of Company.

"Cardholder Data" shall mean non-public, personally identifying information submitted by a Cardholder, which information includes, without limitation, credit card number, name, address, phone number, and email address.

"Commission" means the amount of commissions that Authorize.Net will pay to Company for certain Service fees billed to and collected from an Approved Merchant, pursuant to Section E.1 of the Agreement.

"Certification Requirements" means the requirements applicable to either the Solution or Developer programs.

"eCheck.Net" means electronic check payment method.

"Effective Date" means the date this Agreement is signed by Company.

"MasterCard" shall mean MasterCard Worldwide, Inc.

"Merchant" means any Person regularly engaged in the sale of goods or services.

"Merchant Account" is a bank account that is used specifically for the purpose of collecting proceeds from bank account and credit card payment transactions. Authorize.Net Services do not include a Merchant Account or Merchant Account services.

"Merchant Account Agreement" is an agreement between (i) Merchant and a third party Merchant Account Provider; or (ii) Merchant, CyberSource Corporation and CyberSource's sponsor bank for Merchant Account services.

"Merchant Account Provider" is an enity which Authorize.Net refers Merchants for the provisioning of a Merchant Account pursuant to a Merchant Account Agreement.

"Net Revenue" means the total of all fees collected by Authorize.Net from Approved Merchants each month pursuant to Authorize.Net's agreement with such Approved Merchants, less processing fees and losses.

"Payment Gateway" is the communication tool that enables Merchant to authorize, settle and manage credit card and electronic check payments.

"Payment Gateway Agreement" is the agreement executed by a Merchant governing the provision of Payment Gateway Account services.

"Payment Network" shall mean Visa, MasterCard, or any other Payment Payment Networks or the issuer of any other Card of any association or network.

"Person" means any natural person, corporation, company, partnership, Limited Liability Company, trust, association or other entity.

"Proprietary Right" means any patent, copyright, rights in Trademarks, trade secret rights, moral rights or other intellectual property or proprietary right arising under the laws of any jurisdiction.

"Services Documentation" means collectively, the operating instructions, user manuals, and help files, in written or electronic form, made available to Company and that are intended for use in connection with the Authorize.Net Services.

"Supplier(s)" means those Persons who, under agreement with Authorize.Net, provide or assist with the provision of the Authorize.Net Services.

"Trademarks" means all common law or registered trademark, service mark, trade name and trade dress rights and similar or related rights arising under any of the laws of the United States or any other country or jurisdiction, whether now existing or hereafter adopted or acquired.

"Transaction" means any credit card or electronic check authorization, credit, debit, ticket only, capture or settlement request, or decline transaction, or any request for fraud risk evaluation completed or submitted by an Approved Merchant to Authorize.Net, or any payment profile update under the Account Updater Service.

"Visa" shall mean Visa, Inc.

"Website" means any point of presence maintained on the Internet or any other public data network accessed electronically via wired or wireless connections. With respect to Websites maintained on the World Wide Web, such Website includes all HTML, HDML, WML or XML pages (or similar unit of information presented in any relevant data protocol) that either (a) are identified by the same second-level domain (such as authorize.net) or by the same equivalent level identifier in any relevant address scheme, or (b) contain branding, graphics, navigation or other characteristics such that a user reasonably would conclude that the pages are part of an integrated information or service offering.

Appendix B
Commission Tables

Table 1

Commission	Commission Payment Schedule
Company will earn a 30% Commission on fees received by Authorize.Net from Approved Merchants associated with: • Payment Gateway setup fees • Monthly Payment Gateway fees • Payment Gateway Transaction fees* • Payment Gateway batch fees • eCheck.Net Transaction fees (Approved Merchants must apply for an eCheck.Net account and sign a separate eCheck.Net agreement) • Account Updater fees	Commissions will be paid to Company on the first business day of the month following the month in which Authorize.Net collects the applicable service fees from an Approved Merchant.

Table 2

Commission	Commission Payment Schedule
Company will be eligible to receive 15 basis points (Basis Points) on an Approved Merchant's total monthly credit card volume processed by a Merchant Account Provider if the Approved Merchant obtains their Merchant Account from one of Authorize.Net's approved Merchant Account Providers. Applies only to referral revenues received by Authorize.Net from Merchant Account Providers for Approved Merchants that process transactions through a Merchant Account. In the event that the Merchant lead does not enter into a Merchant Account Agreement and such Merchant acquires a Merchant Account from another service provider or if an Approved Merchant terminates its Merchant Account Agreement, Company will not earn a commission for such Merchant Account.	Comission will be paid by Authorize.Net to Company thirty (30) days after Authorize.Net receives its referral commission from a Merchant Account Provider.

*If Company is eligible for Commissions for both Payment Gateway Transaction Fees pursuant to Table 1 and Basis Points pursuant to Table 2 then it will be paid in accordance with the Commission Payment Schedule set forth in Table 2.