PAYMENT GATEWAY RESELLER AGREEMENT

This Payment Gateway Reseller Agreement (the "Agreement") is made and entered into by and between Authorize.net LLC, a Delaware limited liability company whose principal place of business is 2901 Ashton Blvd, Lehi, Utah 84043 ("Authorize.net"), and the company listed above in the Reseller Application ("Reseller") (each a "Party", collectively the "Parties").

BY SIGNING, CLICKING "I AGREE" AND/OR A SIMILAR AFFIRMATION, OR BY ACKNOWLEDGING ACCEPTANCE OF THE AGREEMENT BY ANY OTHER METHOD ALLOWED BY AUTHORIZE.NET, OR BY USING, ACCESSING OR RESELLING THE AUTHORIZE.NET SERVICES, RESELLER ACKNOWLEDGES AND AGREES THAT: (I) IT HAS REVIEWED AND UNDERSTANDS THE AGREEMENT; (II) IT AGREES TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT; AND (III) ITS USE OR RESALE OF THE AUTHORIZE.NET SERVICES AND ANY RELATED PRODUCTS OR SERVICES WILL BE GOVERNED BY THIS AGREEMENT. IF RESELLER DOES NOT AGREE OR IS NOT WILLING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, RESELLER SHOULD NOT SIGN THE AGREEMENT OR CLICK THE "I AGREE" BUTTON AND SHOULD NOT SEEK TO RESELL THE AUTHORIZE.NET SERVICES.

1. Definitions. Words and phrases with initial letters capitalized and not otherwise defined herein shall have the meanings set forth in Appendix A attached hereto.

2. Rights Granted.

2.1 Reseller Appointment. Subject to and in accordance with the terms and conditions of this Agreement, Authorize.net hereby appoints Reseller as a nonexclusive reseller of the Authorize.net Services to Merchants. In connection with such appointment, Authorize.net hereby grants to Reseller 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

2.2 No Delegation. Reseller shall not delegate performance of any of its obligations under this Agreement without Authorize.net's prior written authorization. Notwithstanding the foregoing, the rights, duties and/or obligations of Reseller under this Agreement may be exercised and/or performed by Reseller and/or any of Reseller's Affiliates. Reseller will be responsible for the exercise and performance of its rights, duties and obligations taken by its Affiliates to the same extent as if such actions had been taken by Reseller directly. Reseller will ensure that all authorized persons performing such obligations are properly qualified and experienced to perform the same.

3 Reseller Obligations.

3.1 Password(s). Authorize.net will issue a Login ID and password(s) to Reseller to enable Reseller and/or its employees and agents to access the Reseller Interface for purposes of referring a Merchant to Authorize.net for potential enrollment in one or more of the Authorize.net Services. Reseller will restrict access to such password(s) and account to those employees and agents of Reseller as may be reasonably necessary consistent with the purposes of this Agreement and will ensure that each such employee and agent of Reseller accessing and using the account is aware of and otherwise complies with all applicable provisions of this Agreement regarding such use and access.

3.2 Sales and Referral Efforts. Reseller shall use its best efforts to refer to Authorize.net, and solicit orders from, Merchants interested in purchasing any of the Authorize.net Services by: (a) using the required Login ID and password(s) to access the Reseller Interface and enter and submit to Authorize.net all information that is required by Authorize.net to provision a Gateway Account for each referred Merchant, including but not limited to the amounts of all fees that Reseller offered to, and were agreed upon by, Merchant for the applicable Authorize.net Service(s); and (b) assisting the Merchant with the login and enrollment process on the Authorize.net Web Site, including, but not limited to, the Merchant's execution of an Authorize.net Merchant Service Agreement. Reseller's failure to timely and properly complete all of the obligations listed above, including, but not limited to, assisting Merchant with the execution of an Authorize.net Merchant Service Agreement, may, in Authorize.net's sole discretion, result in Authorize.net assuming sole responsibility with respect to such Merchant and the Authorize.net Services, which would thereby relieve Authorize.net from any obligation to pay any fees to Reseller for such Merchant or otherwise share any revenue received from such Merchant with Reseller. Authorize.net reserves the right to refuse to provide the Authorize.net Services to any Merchant referred to Authorize.net by Reseller. Reseller acknowledges that acceptance and activation by Authorize.net of a Merchant for the eCheck.Net service is subject to Merchants execution of the Authorize.net eCheck Service Agreement and approval and acceptance by the applicable financial institution(s) in its/their sole discretion. Authorize.net makes no guaranty whatsoever regarding such approval and acceptance.

3.3 Stay Informed. Reseller shall stay current with respect to information concerning the Authorize.net Services including but not limited to attending sales and customer support training programs, which may be offered by Authorize.net.

3.4 No Unauthorized Warranties. Reseller shall accurately describe Authorize.net, its Affiliates, and the Authorize.net Services to each Merchant. Without limiting the generality of the foregoing, Reseller 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. Reseller 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.

3.5 Compliance. Reseller will comply with (i) all laws, policies, guidelines, regulations, ordinances, rules applicable to Reseller, its business or the Transactions and/or orders of any governmental authority or regulatory body having jurisdiction over the subject matter hereof; (ii) current policies, procedures and guidelines of Authorize.net governing the Authorize.net Services; and (iii) all Payment Network Rules, including, without limitation, third party agent registration requirements.

3.6 Anti-Bribery.

(a) Reseller 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.

(b) Reseller 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. Reseller 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. Reseller agrees that, upon request, Reseller will certify that neither Reseller nor, to the best of its knowledge, any other person (including but not limited to its employees, representatives and agents) have engaged in any acts in violation of this Section 3.6.

4 Authorize.net's Obligations.

4.1 E-mail to Merchants. Upon Authorize.net's receipt from Reseller of all information that is required to provision a Gateway Account, Authorize.net shall send an e-mail message to Merchant at the e-mail address provided by Reseller, instructing Merchant on the steps it needs to take to activate its Gateway Account, including, but not limited to, acknowledging its acceptance of Authorize.net Merchant Service Agreement and the Authorize.net eCheck.Net Service Agreement, if applicable.

4.2 Billing Obligations. Except as otherwise provided in Section 3.6, Authorize.net shall bill Approved Merchants for all Authorize.net Services, as applicable. Billing shall be accordance with the terms of the Authorize.net Merchant Service Agreement between Authorize.net and an Approved Merchant.

4.3 Customer Service. During the respective term of each Authorize.net Merchant Service Agreement, if the Approved Merchant is current in payment of all fees owing to Authorize.net and is otherwise not in default under the Authorize.net Merchant Service Agreement, Authorize.net shall provide customer service to such Approved Merchant via telephone and e-mail.

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

5 Authorize.net Services. 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 Affiliates. 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 under Authorize.net Merchant Service Agreement. Authorize.net may, in its sole discretion, refuse to provide the Authorize.net Services to any Approved Merchant.

6. Fees and Payment Terms.

6.1 Fees.

(a) **Residuals.** With respect to each Approved Merchant enrolling in Authorize.net Services, Authorize.net will pay Reseller a Residual so long as Reseller charges the Approved Merchant a Sell Rate greater than the Buy Rate for such services.

(b) **Other Fees.** Authorize.net shall charge Reseller a fee for services associated with any of the following: (i) the migration of the Approved Merchant billing responsibilities from Authorize.net to Reseller such that Reseller will bill Merchant directly; (ii) the sale or assignment of Approved Merchant's portfolio to another reseller; (iii) customized billing or reporting; or (iv) other requests outside Authorize.net's ordinary course of business, which require the dedication of Authorize.net's resources to comply with such request.

(c) **Taxes.** The fees described above are exclusive of all taxes. Reseller agrees to pay all applicable taxes other than tax assessed on Authorize.net's income. Reseller agrees that the payment of fees to Authorize.net shall be made without deduction or withholding for any taxes. If Reseller is required to withhold any taxes, the amount paid by Reseller to Authorize.net shall be increased to the extent necessary to yield to Authorize.net (after withholding of such taxes) a net amount equal to the amount Authorize.net would have received had no such withholding been made. Reseller bears the ultimate responsibility for the proper payment of taxes applicable to Reseller's sale of its products or services.

6.2 Payment Terms.

(a) **Authorize.net Payment to Reseller.** In months when Reseller earns a Residual payment, Authorize.net shall pay Residual payment on the first business day of the month following the month in which Authorize.net collects the applicable fees from the Approved Merchant. Payments will be made in U.S. Dollars. Authorize.net will pay Residuals to Reseller only if the 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. Residuals generated by Approved Merchants will not be paid to Reseller 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 Residuals if Reseller is in breach of this Agreement.

(i) _Resellers with U.S. Bank Accounts._ Payments to Resellers who have a U.S. Bank Account will be deposited into Reseller's bank account set forth in the Reseller Application. If Reseller's bank account number and/or federal income tax ID number changes, Reseller shall promptly provide Authorize.net with written notice of the change and the new number(s).

(ii) _Resellers without U.S. Bank Accounts._ Payments to Resellers who do not have a U.S. Bank Account will be paid via wire transfer or check and sent to Reseller's address set forth in the Reseller Application; provided, however, payments will not be made via wire transfer or paper check until the Commissions payable to Reseller exceed US$100.

(b) **Reseller Payment to Authorize.net.** In months when Reseller does not earn a Residual and Buy Rates and/or other fees are due to Authorize.net, Authorize.net will bill Reseller on the first business day of each month for any and all amounts owing under this Agreement. Payments will be made in U.S. Dollars and as follows:

(i) _Resellers with U.S. Bank Accounts._ Reseller hereby authorizes Authorize.net to initiate transaction entries to Reseller's bank account(s) provided in its Reseller application for all amounts due to Authorize.net by Reseller under this Agreement. This authority is to remain in full force and effect until Authorize.net has received written notification from Reseller of its request for termination in such time as to afford Authorize.net a commercially reasonable opportunity to acknowledge and respond to the request. If Reseller's bank account number(s) and/or federal income tax ID number changes, Reseller shall promptly provide Authorize.net with written notice of the change and the new number(s). Entries initiated to or from Reseller's bank account will be in accordance with the rules of the National Automated Clearing House Association (NACHA) and/or any other regulatory body or agency having jurisdiction over the subject matter hereof.

(ii) _Resellers without U.S. Bank Accounts._ Reseller hereby authorizes Authorize.net to charge Reseller's credit card provided in its Reseller application for all amounts due to Authorize.net by Reseller under this Agreement. This authority is to remain in full force and effect until Authorize.net has received written notification from Reseller of its request for termination in such time as to afford Authorize.net a commercially reasonable opportunity to acknowledge and respond to the request. If Reseller's credit card number and/or federal income tax ID number changes, Reseller shall promptly provide Authorize.net with written notice of the change and the new number(s). Entries initiated to or from Reseller's credit card account will be in accordance with Payment Network Rules and/or any other regulatory body or agency having jurisdiction over the subject matter hereof.

(c) **Delinquency.** Any amounts not paid when due will be subject to a finance charge equal to one and one-half percent (1.5%) or the highest rate allowable by law, determined and compounded daily from the date due until the date paid. Payment of such finance charges will not excuse or cure any breach or

default for late payment. If Reseller has not paid all owing amounts on or before the last business day of the month in which they were due, Authorize.net may, in its sole discretion and in addition to all other rights under this Agreement or otherwise, terminate all links, Authorize.net Services or other services provided to Reseller under this Agreement, terminate or suspend Reseller's right to resell the Authorize.net Services, stop paying and shall be excused from the obligation to pay any Residuals to Reseller for those Approved Merchants for whom Reseller failed to make timely payment of owing fees to Authorize.net (in which case Authorize.net would assume sole responsibility for such Merchants for purposes of this Agreement), and/or immediately terminate this Agreement. Unless Authorize.net has already terminated this Agreement, if Reseller subsequently pays in full all owing fees and charges, including a twenty five dollar ($25) reactivation fee, Authorize.net agrees to restore Reseller's appointment as a non-exclusive reseller of the Authorize.net Services, upon Authorize.net's receipt of such payment. Reseller agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Authorize.net in connection with the collection of any unpaid charges and fees. Either Party may accept any check or payment without prejudice to its rights to recover the balance due or to pursue any other right or remedy. No endorsement or statement on any check or payment or any correspondence accompanying any check or payment or elsewhere will be construed as an accord or satisfaction.

(d) **Disputes.** The Parties shall promptly investigate any disputed Residuals or other fees under this Agreement. If the disputed amount is less than three (3) percent of the total (excluding taxes) of the relevant billing statement, the total amount invoiced shall be due and payable on or before the due date. If the amount in dispute is greater than three (3) percent of the total (excluding taxes) of the relevant billing statement, the disputed amount may be withheld until the dispute is resolved. All disputes must be made in good faith and in writing within thirty (30) days of the billing statement. Fees billed shall be deemed accepted where written objections are not lodged within such thirty (30) day period.

6.3 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.

7 Term and Termination.

7.1 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.

7.2 Termination by Authorize.net. Authorize.net may terminate this Agreement immediately and without advance notice: (a) if Reseller fails to pay any amount when due or is in breach or default of any other obligation set forth in of this Agreement; (b) if Authorize.net determines, in its sole discretion, that Reseller's business practices are detrimental to the achievement of Authorize.net business objectives; (c) if Authorize.net has reason to believe that there is an alleged or actual violation by Reseller of any laws, policies, guidelines, regulations, ordinances, Payment Network Rules, and/or orders of any governmental authority or regulatory body having jurisdiction over the subject matter hereof; (d) if Reseller does not establish a new Merchant account for a period of twelve (12) months or greater; (e) if any Person that Authorize.net reasonably determines to be a competitor or prospective competitor of Authorize.net or any of its Affiliates acquires the power or ability, directly or indirectly, to exercise any controlling influence over Reseller or Reseller's management, operations or policies (either alone or pursuant to an arrangement or understanding with one or more Persons); or (f) if Reseller (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.

7.3 Effect of Termination. In the event of termination in accordance with this Section 7, Authorize.net shall pay Reseller, within sixty (60) days of the effective termination date, only the Residuals owing to Reseller as of the effective termination date. Upon expiration or termination of this Agreement for any reason: (i) Reseller shall immediately pay Authorize.net all outstanding amounts due; (ii) promptly return to Authorize.net all equipment, sales literature, documentation and materials supplied by Authorize.net, (iii) Authorize.net may, in its sole discretion, continue to provide the Authorize.net Services to the Approved Merchants; and (iv) Reseller's right to earn Residuals shall terminate.

7.4 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; and (b) the rights and obligations of the Parties under Sections 5, 8, 9, 10, 11, 12, 13, 14, and 15 and any other provisions of this Agreement that should reasonably survive expiration or termination shall survive such expiration or termination.

8 Representations and Warranties.

8.1 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, and (c) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

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

8.3 Third Party Programs and Products. Reseller acknowledges that (i) the Authorize.net Services may be used with certain third party programs and products, including, without limitation, Internet browser software programs and Reseller programs and products; and (ii) it will seek remedy from the developers and manufacturers of such programs and products with regard to warranty, maintenance or other support regarding the same. Authorize.net makes no warranty, express or implied, with regard to any third party software, program or product.

9 Indemnification.

9.1 Indemnification by Authorize.net. Authorize.net shall defend, indemnify and hold Reseller, its Affiliates, and any of their officers, directors, agents and employees harmless from and against any claim or suit brought against Reseller by a third party, including any and all losses, damages, costs, and expenses (including reasonable attorneys' fees) arising from such claim or suit arising out of any breach or alleged breach by Authorize.net of any representation, warranty or obligation of Authorize.net set forth in Section 8.

9.2 Indemnification by Reseller. Reseller shall defend, indemnify, and hold Authorize.net, its Affiliates, and any of their officers, directors, agents and employees harmless from and against any action, claim or suit brought against Authorize.net or its Affiliates, 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 Reseller of any representation, warranty or other obligation of Reseller under this Agreement; (b) any alleged or actual violation by Reseller of any laws, policies, guidelines, regulations, ordinances, rules and/or orders of any governmental authority or regulatory body having jurisdiction over Reseller and the subject matter hereof; (c) the negligence or willful misconduct of Reseller, its employees or agents; (d) Reseller's advertising, marketing, promotion, sale, or distribution of any of the Authorize.net Services or of any products or programs to be used with the Authorize.net Services; or (e) the inaccuracy of information provided to Authorize.net by Reseller regarding a Merchant. In the event Reseller causes fines and/or penalties to be charged to Authorize.net for its violation of Payment Network Rules, Reseller agrees to immediately reimburse Authorize.net for said fines or penalties.

10 Warranty and Disclaimer.

10.1 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. RESELLER ACKNOWLEDGES THAT THE AUTHORIZE.NET SERVICES ARE COMPUTER 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. RESLLER ACKNOWLEDGES THAT AUTHORIZE.NET DOES NOT WARRANT THAT SUCH EFFORTS WILL BE SUCCESSFUL. IF AUTHORIZE.NET'S EFFORTS ARE NOT SUCCESSFUL, RESELLER MAY TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 7. THE FOREGOING SHALL CONSTITUTE RESELLER'S SOLE REMEDY AND AUTHORIZE.NET'S SOLE LIABILITY, IN THE EVENT OF INTERRUPTION, OUTAGE OR OTHER DELAY OCCURRENCES IN THE AUTHORIZE.NET SERVICES.

10.2 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.

11 Limitations of Liability.

11.1 EXCEPT AS OTHERWISE SET FORTH HEREIN, 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, RESELLER INTERFACE, WEBSITE, FACILITY, YOUR DATA OR YOUR CUSTOMER DATA (INCLUDING CREDIT CARD NUMBERS AND OTHER PERSONALLY IDENTIFIABLE INFORMATION) DUE TO ACCIDENT, ILLEGAL OR FRAUDLENT MEANS, INCLUDING HACKING, OR DEVICES USED BY ANY THIRD PARTY, OR OTHER CAUSES BEYOND AUTHORIZE.NET'S REASONABLE CONTROL. RESELLER 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.

11.2 UNDER NO CIRCUMSTANCES WILL (i) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGE OR LOSS SUFFERED OR INCURRED BY THE OTHER PARTY, REGARDLESS OF THE FORM OF ACTION, OR ANY LOSS OF REVENUE, PROFITS OR BUSINESS, ANTICIPATED SAVINGS, LOSS OF GOODWILL OR REPUTATION, COSTS OF DELAY, LOSS OR DAMAGED DATA, OR THE INCURRING OF LIABILITY FOR LOSS OR DAMAGE OF ANY NATURE WHATSOEVER SUFFERED BY THIRD PARTIES, ALL WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), AND REGARDLESS OF WHETHER THE PARTIES KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF THE LOSS, INJURY OR DAMAGE IN QUESTION; OR (ii) AUTHORIZE.NET'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT BE GREATER THAN THE FEES PAID OR PAYABLE TO AUTHORIZE.NET DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE THE FIRST CAUSE OF ACTION AROSE. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO EXCLUDE OR LIMIT LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

11.3 THIRD PARTY PRODUCT AND SERVICES. AUTHORIZE.NET MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE WHATSOEVER IN RELATION TO THIRD PARTY PRODUCTS AND SERVICES. RESELLER'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.

12 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 Reseller 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 & 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 Reseller 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 Reseller from using any information it collects or receives independent of its performance under this Agreement.

13 Intellectual Property.

13.1 Authorize.net. The Parties agree that Authorize.net owns and retains all right, title and interest in and to the Authorize.net Marks (as defined on Appendix B attached hereto), the Authorize.net Web Site, the Authorize.net Services, the co-branded Pages (as applicable), all content and documentation

furnished to Reseller 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 Reseller or any other entity or person under this Agreement. Reseller 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.

13.2   Reseller. The Parties agree that Reseller owns and retains all right, title and interest in and to the Reseller Marks (as defined on Appendix B attached hereto) and Reseller reserves all rights in the foregoing.

13.3   Use of Trademarks. Reseller hereby grants to Authorize.net the right to use, reproduce, publish, perform and display Reseller'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. Reseller will not use, reproduce, publish, perform and display Authorize.net'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 or otherwise without Authorize.net's written consent, which consent shall not be unreasonably withheld. 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.

13.4   Use the Appropriate ® or ™ Symbol. Reseller must reproduce any Authorize.net Marks exactly as shown on Appendix B, 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.

13.5   Provide Appropriate Trademark Attribution. Reseller 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 are 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 as the following: "All other trademarks are the property of their respective owners."

13.6   Trademarks and Domain Registration. Reseller shall not use, register or attempt to register and shall instruct its Merchants not to use, register or attempt to register any Trademarks or domain names that could reasonably be considered confusingly similar to any of the Authorize.net Marks or the Authorize.net Website.

13.7   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 13.

14   Confidentiality and Nondisclosure.

14.1   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.

14.2   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 14.

15   Insurance.

15.1   Insurance Generally. Reseller shall maintain the insurance coverage sufficient to meet its obligations under this Agreement and at minimum in accordance with generally accepted industry standards and as required by applicable laws and regulations, at Reseller's sole expense during the term of this Agreement. With respect to any coverage that is issued on a claims-made basis, the retroactive coverage date will be no later than the Effective Date. Further, such claims-made policies will be maintained or include extended claim reporting for a period of not less than 2 years following the expiration or termination of this Agreement. All such coverage will be issued by insurers properly licensed to do business in the jurisdictions in which Reseller advertises, markets, promotes, sells, or distributes of any of the Authorize.net Services or of any products or programs to be used with the Authorize.net Services. Each such insurer will be rated by A. M. Best Company as "A VIII" or better or otherwise acceptable to Authorize.net. For the avoidance of doubt, none of the coverage under this Section will serve to limit Reseller's indemnification obligations or other liability under this Agreement.

15.2   Additional Requirements. Reseller will add "Authorize.net and its Affiliates" as additional insureds under the Commercial General Liability coverage described above for any claims, liability and losses actually or allegedly arising out of or in connection with this Agreement. Reseller shall cause each applicable insurer to agree that Reseller's insurance is primary and that any insurance maintained by Authorize.net or its Affiliates is non-contributing.

16   General Provisions.

16.1   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. Neither Party nor any of its Affiliates will issue any press release or general marketing communications concerning this relationship without the prior written consent of the other Party.

16.2   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.

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

16.4   Non-solicitation. Reseller shall not directly or indirectly, whether or not for compensation, engage in any business activity (whether as an employee, proprietor, officer, director, agent, trustee, partner 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 shall 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.

16.5   Notices. All notices to Reseller shall be given electronically, sent to the electronic mail address provided in the Reseller Application and/or posted in the Announcement section of Reseller's Authorize.net account. All notices to Authorize.net shall be in writing and sent to Authorize.net LLC, PO Box 8999, San Francisco, CA 94128, 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.

16.6   Amendment. Authorize.net may amend this Agreement at any time upon notice to Reseller 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.

16.7   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.

16.8 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 without reference or giving effect to its conflicts of law principles. Reseller hereby irrevocably consents to the personal jurisdiction of and venue in the state and federal courts located in San Mateo County, California with respect to any action, claim or proceeding arising out of or related to this Agreement and agrees not to commence or prosecute any such action, claim or proceeding other than in such courts.

16.9 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.

16.10 Assignment. Reseller will not assign this Agreement or any rights hereunder without the prior written consent of Authorize.net. 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.

16.11 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.

16.12 Counterparts; Electronic Signature. This Agreement may be 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.

16.13 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.

16.14 Compliance with Export Controls. Reseller 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.

16.15 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.

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"Affiliate" means with respect to any Party, any Person that, directly or indirectly (e.g., through any number of successive tiers), controls (e.g., a parent organization), is controlled by (e.g., a subsidiary organization) or is under common control with (e.g., a brother/sister organization) such Party or acts as an independent sales organization for a Party.

"Approved Merchant" means a Merchant that was referred to Authorize.net by Reseller during the Term, was not an existing customer of Authorize.net as of the date Reseller referred such Merchant to Authorize.net, had not previously contacted or been contacted by Authorize.net concerning any of the Authorize.net Services, has entered into an Authorize.net Merchant Service Agreement with Authorize.net, and has been approved by the necessary financial institutions(s) for a processing account.

"Authorize.net Merchant Service Agreement" means an agreement by and between Authorize.net and a Merchant regarding one or more of the Authorize.net Services.

"Authorize.net Payment Gateway Fees" means, collectively, the following types of fees for Authorize.net credit card transaction processing and payment gateway services: the Gateway Access Fee, the Transaction Fee; and the Batch Fee.

"Authorize.net Services" means the Authorize.net services and solutions that Reseller chooses to resell to Merchants as more fully described on the Authorize.net Web Site.

"Authorize.net Web Site" means www.authorize.net.

"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.

"Batch Fee" – see Appendix C.

"Buy Rate" means the amount of fees that Authorize.net will charge Reseller for each Approved Merchant's use of its Automated Recurring Billing, Card Not Present Gateway Account, Card Present Gateway Account and/or Advanced Fraud Detection Suite services, as applicable, in the amounts set forth in the Standard Reseller Pricing Table in Appendix C.

"Gateway Access Fee" – See Appendix C.

"Gateway Account" means an account that Authorize.net will establish on behalf of an Approved Merchant, upon Merchant's execution of an Authorize.net Merchant Service Agreement and Authorize.net's receipt of approval and acceptance by the applicable financial institution(s), for the purpose of providing the Approved Merchant with one or more of the Authorize.net Services.

"Merchant" means any Person regularly engaged in the sale of goods or services to whom Reseller sells, offers to sell, or has sold any of its products or services.

"Merchant Service Provider" means an entity that provides Merchant a merchant acquiring account and/or othe non-payment gateway services, including, without limitation, a reseller, acquirer or acquiring bank, independent service provider, application service provider, merchant aggregator, or financing agency.

"Payment Network Rules" means rules promulgated from time to time by Visa U.S.A., Inc., Visa International, Inc., or MasterCard International, Inc., including, but not limited to, the Payment Card Industry Data Security Standards (PCI DSS), Visa Cardholder Information Security Program (CISP), MasterCard's Site Data Protection Program (SDP) and any other rules of any other credit or debit card issuing company, such as, without limitation, Discover Card, Diner's Club or American Express.

"Person" means any natural person, corporation, 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.

"Reseller Interface" – means the user interface available to Resellers at https://secure.authorize.net/ResellerInterface/

"Residual" means the difference between the Sell Rate and the applicable Buy Rate as set forth in the Appendix C, for fees related to Account Updater, Advanced Fraud Detection Suite, Automated Recurring Billing, Card Not Present, Card Present, Customer Information Manager, and/or eCheck.Net services, as applicable.

"Sell Rate" means the amount Authorize.net shall bill an Approved Merchant for a specific fee, as agreed upon by the Reseller and Merchant during the setup process.

"Standard Reseller Pricing Table" – See Appendix C.

"Trademark(s)" 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.

"Transaction Fee" – See Appendix C.

"Web Site" 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 Web Sites maintained on the World Wide Web, such Web Site 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 - Trademarks

Authorize.net Marks
For purposes of this Agreement only, "Authorize.net Marks" means those trademarks listed below and such other trademarks as Authorize.net may from time to time notify Reseller in writing to be "Authorize.net Marks" within the meaning of this Agreement.

Advanced Fraud Detection Suite™
Authorize.net®
Authorize.net Where the World Transacts®
Authorize.net Your Gateway to IP Transactions™
Automated Recurring Billing™
eCheck.Net®

Reseller Marks
For purposes of this Agreement, "Reseller Marks" means Reseller's customary name and logo, and such other trademarks as Reseller may from time to time notify Authorize.net in writing to be "Reseller Marks" within the meaning of this Agreement.

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Appendix C - Standard Reseller Pricing Table [1]

I. Card Not Present Payment Gateway Fees & Reseller Buy Rates

Authorize.net Payment Gateway Fees*	Buy Rate (USD)	Suggested Sell Rate (USD)
Monthly Gateway Access Fee	$12	$25
Per Transaction Fee	$0.05	$0.10
Per Batch Fee	$0.05	$0.10

II. eCheck.Net® Fees & Reseller Buy Rates

eCheck.Net Fees & Reseller Buy Rates

eCheck.Net Fees [2]	Buy Rate (USD)	Suggested Sell Rate (USD)
Standard Industry Rates		
Chargeback Fee	$25	$25
Returned Item Fee	$3	$3
Batch Fee	$0.25	$0.35
Minimum Monthly Fee [3]	$7.50	$10
Per Transaction Fee Charge Transaction $ Volume:	Markup Split [4]: 0%	
$1 or more	$0.25	$0.35
Discount Rate Charge Transaction $ Volume:	Markup Split [4]: 0%	
$0 – $4,999.99	0.60%	0.75%
$5,000.00 - $49,999.99	0.55%	.70%
$50,000.00 – $199,999.99	0.45%	.60%
$200,000.00 or more	0.40%	0.55%
Preferred Industry Rates		
Chargeback Fee	$25	$25
Returned Item Fee	$3	$3
Batch Fee	$0.20	$0.30
Minimum Monthly Fee [3]	$5.00	$10
Per Transaction [2] Fee Charge Transaction $ Volume:	Markup Split [4]: 30%	
$0 or more	$0.25	$0.50
Discount Rate Charge Transaction $ Volume:	Markup Split [4]: 30%	
$0 or more	0.00%	0.00%

III. Card Present Payment Gateway Fees & Services

Card Present Fees & Reseller Buy Rates

Card Present Fees	Buy Rate (USD)	Suggested Sell Rate (USD)
Monthly Gateway Fee	$8	$15
Per Transaction Fee	$0.05	$0.10
Per Batch Fee	$0.05	$0.10

IV. Additional Services Fees & Reseller Buy Rates

Additional Services Fees & Reseller Buy Rates

Account Updater Service**	Buy Rate (USD)	Suggested Sell Rate (USD)
Per-Card Update Fee	$0.12	$0.25

*Customer Information Manager (CIM), Automated Recurring Billing (ARB) and Advanced Fraud Detection Suite (AFDS) are included in the Authorize.net Payment Gateway Buy Rate.

**Account Updater is only available for use with card-on-file solutions, such as Automated Recurring Billing (ARB) and Customer Information Manager (CIM).

Note: All Fees are charged and paid in $USD.

[1] Authorize.net may, in its sole discretion, offer Reseller, in addition to the Buy Rates amounts set forth in this Agreement, one or more optional buy rate programs under which Reseller may choose to add certain Merchants to the Authorize.net system pursuant to Authorize.net guidelines published on the Authorize.net Web Site.

[2] Authorize.net will charge and bill Merchants for all eCheck.Net Fees. The amount of each eCheck.Net Fee is determined by Authorize.net, the acquirer of eCheck.Net Transactions, according to internal underwriting guidelines and potential account risk (e.g. credit rating, business type, requested transaction volumes) of prospective Merchants, and may not be quoted, surcharged, billed or collected by Reseller. The amounts of the eCheck.Net Fees stated in the chart above are the standard amounts that Authorize.net typically charges most Merchants for the eCheck.Net service. Authorize.net may, in its sole discretion, charge one or more Merchants a different eCheck.Net Fee amount.

[3] **Monthly Minimum Fee**. No Monthly Minimum Fee shall be charged in the event the sum of the eCheck Discount Fee and Per Transaction Fee exceeds the Monthly Minimum Fee of $10. In the event that the sum of the eCheck Discount Fee and Per Transaction Fee does not exceed $10, the Monthly Minimum Fee will be calculated as the difference between $10 and the sum of the eCheck Discount Fee and Per Transaction Fee.

[4] **Markup Split**. Indicates the markup split buy rate for the per-transaction fee and/or discount rate, which is the percentage of the difference between the buy rate and the sell rate due Authorize.net. For example, with the buy rate at $0.15 and the sell rate at $0.30, and the markup split at 30%; Authorize.net is due the buy rate of $0.15, in addition to 30% of the $0.15 markup.