

AUTHORIZE.NET SOFTWARE EXTENSION LICENSE AGREEMENT

June 12, 2018

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a. You hereby agree (i) to hold Authorize.Net's Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions You employ with respect to Your own confidential materials), (ii) not to divulge any such Confidential Information to any third person; (iii) not to make any use whatsoever at any time of such Confidential Information except as strictly licensed hereunder, (iv) not to remove or export from the United States or re-export any such Confidential Information or any direct product thereof, except in compliance with, and with all licenses and approvals required under applicable U.S. and foreign export laws and regulations, including, without limitation, those of the U.S. Department of Commerce.

b. "Confidential Information" shall mean any data or information, oral or written, treated as confidential that relates to Authorize.Net's past, present, or future research, development or business activities, including without limitation any unannounced products and services, any information relating to services, developments, inventions, processes, plans, financial information, customer data, revenue, transaction volume, forecasts, projections, application programming interfaces, the Software Extension and

Documentation.

7. General Terms

7.1 Law. This Agreement will be deemed entered into in the State of California, USA and will be governed by and interpreted in accordance with the laws of the State of California, USA 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. Authorize.Net and You agree that any dispute arising under this Agreement will be resolved in the state or federal courts in San Mateo County, California, USA and hereby expressly consent to jurisdiction therein.

7.2 Arbitration. Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, must be brought to, and shall be finally resolved by, arbitration in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Rules for Administered Arbitration of International Disputes by three arbitrators, of whom each of Authorize.Net and You shall designate one, with the third arbitrator to be appointed by CPR. Judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The seat of the arbitration shall be San Francisco, California. The language of the arbitration shall be English

7.3 Severability and Waiver. If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, such provision shall be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, shall be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement shall continue in full force and effect. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

7.4 No Assignment. You may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any rights or obligations under this Agreement without the prior written consent of Authorize.Net, which may be withheld in Authorize.Net's sole discretion. Any purported assignment, transfer or delegation by You shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

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7.8 Headings. The headings to the Sections and Subsections of this Agreement are included merely for convenience of reference and shall not affect the meaning of the language included therein.

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