

AUTHORIZE.NET SOFTWARE EXTENSION LICENSE AGREEMENT

June 12, 2018

This Authorize.Net Software Extension License Agreement (“**Agreement**”) is between you (both the individual downloading the Software Extension and any legal entity on behalf of which such individual is acting) (“**You**” or “**Your**”) and Authorize.Net, LLC (“**Authorize.Net**”).

IT IS IMPORTANT THAT YOU CAREFULLY READ AND UNDERSTAND THIS AGREEMENT. BY INSTALLING OR USING THE SOFTWARE EXTENSION OR THE DOCUMENTATION, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU ARE NOT PERMITTED AND HAVE NO RIGHT TO INSTALL OR USE THE SOFTWARE EXTENSION OR THE DOCUMENTATION.

1. Definitions

1.1 “Authorize.Net Services” means the Authorize.Net payment management and fraud solutions provided via any electronic payment platform maintained and operated by Authorize.Net and any of its affiliates.

1.2 “Authorize.Net Services Agreement” means an agreement between You and Authorize.Net or one of its affiliates for Authorize.Net Services.

1.3 “Documentation” means the materials made available to You in connection with the Software Extension by or on behalf of Authorize.Net pursuant to this Agreement.

1.4 “Software Extension” means all components of the software made available to You by or on behalf of Authorize.Net pursuant to this Agreement intended to allow You to connect to and use certain Authorize.Net Services via one or more applicable third party applications, including but not limited to any associated object code, source code, code libraries, development or configuration tools, Documentation and any upgrades, modified versions, updates, and/or additions thereto, if any, made available to You by or on behalf of Authorize.Net pursuant to this Agreement.

2. GRANT OF LICENSE; RESTRICTIONS

2.1 Limited License. Subject to the terms of this Agreement, Authorize.Net hereby grants to You and You hereby accept from Authorize.Net a personal, limited, non-exclusive, non-transferable license and right to the Software Extension and accompanying Documentation for the following purposes: (i) to install and use the Software Extension on as many machines as reasonably necessary (which machines are and shall be maintained in facilities owned, occupied, or leased by You) to access Authorize.Net Services pursuant to Your applicable Authorize.Net Services Agreement; (ii) to use the accompanying Documentation solely for the purpose of using the Software Extension pursuant to this Agreement; and, (iii) to create a reasonable number of copies of the Software Extension and Documentation, with all copyright notices intact, for archival purposes only.

2.2 Restrictions. You shall not (and shall have no right to): (a) make or distribute copies of the Software Extension or the Documentation, in whole or in part, except as expressly permitted pursuant to Section 2.1; (b) alter or remove any copyright, trademark, trade name or other proprietary notices, legends, symbols or labels appearing on or in the Software Extension or Documentation; (c) sublicense (or purport to sublicense) the Software Extension or the Documentation, in whole or in part, to any third party except as expressly permitted pursuant to Section 2.1; (d) engage in any activity with the Software Extension, including the development or distribution of any application, that interferes with, disrupts, damages, or accesses in an unauthorized manner the Authorize.Net Services or Authorize.Net systems, or the services or systems of any of its affiliates or any third party; or (e) otherwise use or exploit the Software Extension or the Documentation for any purpose other than to access the Authorize.Net Services pursuant to Your

applicable Authorize.Net Services Agreement.

2.3 Ownership. You acknowledge and agree that all right, title and interest in and to the Software Extension and Documentation shall, at all times, be and remain the exclusive property of Authorize.Net and that You do not have or acquire any rights, express or implied, in the Software Extension or Documentation except those rights expressly granted under this Agreement.

2.4 No Support. Authorize.Net has no obligation to provide support, maintenance, upgrades, modifications or new releases of the Software Extension.

2.5 Open Source Software. You hereby acknowledge that the Software Extension may contain software that is distributed under “open source” license terms (“**Open Source Software**”). You shall review the Documentation in order to determine which portions of the Software Extension are Open Source Software and are licensed under such Open Source Software license terms. To the extent any such license requires that Authorize.Net provide You any rights with respect to such Open Source Software that are inconsistent with the limited rights granted to You in this Agreement, then such rights in the applicable Open Source Software license shall take precedence over the rights and restrictions granted in this Agreement, but solely with respect to such Open Source Software. You acknowledge that the Open Source Software license is solely between You and the applicable licensor of the Open Source Software and that Your use, reproduction and distribution of Open Source Software shall be in compliance with the applicable Open Source Software license. You understand and agree that Authorize.Net is not liable for any loss or damage that You may experience as a result of Your use of Open Source Software and that You will look solely to the licensor of the Open Source Software in the event of any such loss or damage.

2.6 License to Authorize.Net. In the event You choose to submit any suggestions, feedback or other information or materials related to the Software Extension or Documentation or Your use thereof (collectively, “Feedback”) to Authorize.Net, You hereby grant to Authorize.Net a worldwide, non-exclusive, royalty-free, transferable, sublicensable, perpetual and irrevocable license to use and otherwise exploit such Feedback in connection with the Software Extension, Documentation, and other products and services.

2.7 Use. (a) You represent, warrant and agree to use the Software Extension only for purposes permitted by (i) this Agreement; (ii) Your applicable Authorize.Net Services Agreement; (iii) applicable law and regulation, including, without limitation, the Payment Card Industry Data Security Standard (PCI DSS); and (iv) generally accepted practices or guidelines in the relevant jurisdictions.

(b) You represent, warrant and agree that You are solely responsible for (and that neither Authorize.Net nor its affiliates have any responsibility to You or to any third party for): (i) any data, content, or resources that You obtain, transmit or display through the Software Extension; and (ii) any breach of Your obligations under this Agreement, any applicable third party license, or any applicable law or regulation, and for the consequences of any such breach.

3. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY

3.1 Disclaimer. THE SOFTWARE EXTENSION AND THE DOCUMENTATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITH NO WARRANTY. YOU AGREE THAT YOUR USE OF THE SOFTWARE EXTENSION AND THE DOCUMENTATION IS AT YOUR SOLE RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH USE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AUTHORIZE.NET AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE EXTENSION AND THE DOCUMENTATION, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. NEITHER AUTHORIZE.NET NOR ITS AFFILIATES WARRANT THAT THE FUNCTIONS OR INFORMATION

CONTAINED IN THE SOFTWARE EXTENSION OR THE DOCUMENTATION WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, OR THAT THE SOFTWARE EXTENSION OR DOCUMENTATION WILL OPERATE ERROR FREE, OR THAT THE SOFTWARE EXTENSION OR DOCUMENTATION IS COMPATIBLE WITH ANY PARTICULAR OPERATING SYSTEM.

3.2 Limitation of Liability. IN NO EVENT SHALL AUTHORIZE.NET AND ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS, SAVINGS, DATA, USE OR COST OF SUBSTITUTE PROCUREMENT, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF AUTHORIZE.NET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. IN NO EVENT SHALL THE ENTIRE LIABILITY OF AUTHORIZE.NET AND ITS AFFILIATES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF EXCEED ONE HUNDRED U.S. DOLLARS (\$100). THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 3.2 AND IN THE OTHER PROVISIONS OF THIS AGREEMENT AND THE ALLOCATION OF RISK HEREIN ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH AUTHORIZE.NET WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

4. INDEMNIFICATION You shall indemnify, hold harmless and, at Authorize.Net's request, defend Authorize.Net and its affiliates and their officers, directors, employees, and agents from and against any claim, suit or proceeding, and any associated liabilities, costs, damages and expenses, including reasonable attorneys' fees, that arise out of relate to: (i) Your use or distribution of the Software Extension or the Documentation (or any portion thereof including Open Source Software), including, but not limited to, any allegation that any such use or distribution infringes, misappropriates or otherwise violates any intellectual property (including, without limitation, copyright, patent, and trademark), privacy, publicity or other rights of any third party, or has caused the death or injury of any person or damage to any property; (ii) Your alleged or actual breach of this Agreement; (iii) the alleged or actual breach of this Agreement by any party to whom you have provided the Software Extension or the Documentation; or (iii) Your alleged or actual violation of or non-compliance with any applicable laws, legislation, policies, rules, regulations or governmental requirements (including, without limitation, any laws, legislation, policies, rules, regulations or governmental requirements related to privacy and data collection).

5. TERMINATION This Agreement and the licenses granted to you herein are effective until terminated. Authorize.Net may terminate this Agreement and the licenses granted to You at any time. Upon termination of this Agreement, You shall cease all use of the Software Extension and the Documentation, return to Authorize.Net or destroy all copies of the Software Extension and Documentation and related materials in Your possession, and so certify to Authorize.Net. Except for the license to You granted herein, the terms of this Agreement shall survive termination.

6. CONFIDENTIAL INFORMATION

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.

7.5 Government Rights. If You (or any person or entity to whom you provide the Software Extension or Documentation) are an agency or instrumentality of the United States Government, the Software Extension and Documentation are “commercial computer software” and “commercial computer software documentation,” and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction and disclosure of the Software Extension and Documentation are governed by the terms of this Agreement.

7.6 Export Administration. You shall comply fully with all relevant export laws and regulations of the United States, including, without limitation, the U.S. Export Administration Regulations (collectively “Export Controls”). Without limiting the generality of the foregoing, You shall not, and You shall require Your representatives not to, export, direct or transfer the Software Extension or the Documentation, or any direct product thereof, to any destination, person or entity restricted or prohibited by the Export Controls.

7.7 Privacy. In order to continually innovate and improve the Software Extension, You understand and agree that Authorize.Net may collect certain usage statistics including but not limited to a unique identifier, associated IP address, version number of the Software Extension, and information on which tools and/or services in the Software Extension are being used and how they are being used.

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.

7.9 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Authorize.Net and You and supersedes all prior or contemporaneous agreements or representations,

written or oral, concerning the subject matter of this Agreement. Authorize.Net may make changes to this Agreement, the Software Extension or Documentation in its sole discretion. When these changes are made, Authorize.Net will make a new version of the Agreement, Software Extension or Documentation available on the website where the Software Extension is available. This Agreement may not be modified or amended by You except in a writing signed by a duly authorized representative of each of Authorize.Net and You.

You acknowledge and agree that Authorize.Net has not made any representations, warranties or agreements of any kind, except as expressly set forth herein.

BY INSTALLING OR USING THE SOFTWARE EXTENSION OR THE DOCUMENTATION, YOU ACKNOWLEDGE AND AGREE THAT (1) YOU HAVE READ AND REVIEWED THIS AGREEMENT IN ITS ENTIRETY, (2) YOU AGREE TO BE BOUND BY THIS AGREEMENT, (3) YOU HAVE THE POWER, AUTHORITY AND LEGAL RIGHT TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOU, AND (4) THIS AGREEMENT CONSTITUTES BINDING AND ENFORCEABLE OBLIGATIONS OF YOU.