AUTHORIZE.NET DEVELOPER SANDBOX ACCOUNT AGREEMENT

This Developer Sandbox Account Agreement (the "Agreement") is legally binding contract between you ("You" or "Your") and Authorize.Net LLC ("Authorize.Net") and applies to Your use of a sandbox account ("Sandbox Account") made available to You via the Authorize.Net Developer Center at http://developer.authorize.net (the "Developer Center"). By (i) clicking "I Accept" or a similar affirmation as it appears below, or (ii) accessing or using a Sandbox Account, You acknowledge and agree that Your use of the Sandbox Account and any related products or services available to you at the Developer Center will be governed by this Agreement.

1. Your Capacity and Related Matters. By accepting the terms and conditions of this Agreement, You represent and warrant that: (i) all information You have provided to Authorize.Net is true and correct in all respects; (ii) You will update Authorize.Net by e-mail with any changes to information You have previously supplied; and (iii) You have the legal authority to accept the terms and conditions of this Agreement on behalf of your company and that such acceptance will be binding on your company.

2. Sandbox Account Services.

2.1 License. Subject to Your compliance with the terms and conditions of this Agreement, Authorize.Net grants You a personal, nonexclusive, nonsublicensable, nontransferable, revocable and limited license to use the Sandbox Account to: test integration with Authorize.Net APIs; submit and download test transactions; test billing and batch upload features; simulate sample reports; access the Authorize.Net Merchant Interface for testing of certain Authorize.Net services; provide account demonstrations to prospective clients; and test and simulate transaction responses. Any additional usage rights made available to You shall be subject to the terms of this Agreement.

2.2 Limitations. You agree that: (i) Authorize.Net has no obligation to maintain test data on its servers and will delete from its systems all Sandbox Account data on regular intervals without notice; (ii) only simulated, test data may be submitted or uploaded on or through the Sandbox Account, i.e., real credit card numbers, names, address, etc. may not be used for testing purposes; (iii) load testing the Sandbox Account or Authorize.Net Services is not permitted; (iv) You shall not submit or upload genuine customer or merchant data through the Sandbox Account; and (v) Authorize.Net will not monitor or validate any information submitted or uploaded by You on or through the Sandbox Account.

3. Compliance with Law and Authorize.Net Guidelines. In connection with the exercise of Your rights and obligations under this Agreement (including, without limitation, any related to individual privacy), You will comply, at Your own expense, with all laws, policies, guidelines, regulations, ordinances, rules applicable to You, Your business or the Sandbox Account and/or orders of any governmental authority or regulatory body having jurisdiction over the subject matter hereof, including, without limitation, the rules promulgated by the Credit Card Associations, the privacy requirements of the Gramm Leach Bliley Act and regulations thereof. In addition, You shall comply with all the current policies, procedures and guidelines of Authorize.Net governing the Developer Center and Sandbox Account. Authorize.Net reserves the right to amend, modify or change such policies, procedures, and guidelines at any time. You shall not use the Sandbox Account in any manner, or in furtherance of any activity that may cause Authorize.Net to be subject to investigation, prosecution, or legal action.

4. Data Privacy and Security. You are solely responsible for the security of data residing on server(s) owned or operated by You, or a third party designated by You (e.g., a web hosting company, processor, or other service provider). You agree that you will comply with all applicable Authorize.Net security protocols and security advisories in effect during the term of this Agreement. You acknowledge that Authorize.Net shall not be liable for any improperly processed or unauthorized transactions or illegal or fraudulent access to Your Sandbox Account. Authorize.Net's liability hereunder solely attributable to its negligence is limited pursuant to Section 10. You shall comply and require Merchants to comply with all applicable laws and regulations governing the security, collection, retention and use of financial information, including credit card data, and all other personally identifiable customer information, including the Payment Card Industry (PCI) Data Security Standards, Visa Cardholder Information Security Program (CISP) and the MasterCard Site Data Protection Program (SDP), as applicable.

5. Term. This Agreement shall commence on the date You and remain in full force and effect until terminated pursuant to Section 6 of this Agreement.

6. Termination and Suspension.

6.1 Termination by Authorize.Net. This Agreement may be terminated by either party for any reason or no reason with written notice to the other party. Authorize.Net may terminate this Agreement immediately and without advance notice: (a) if You are in breach or default of any other obligation set forth in of this Agreement; (b) if Authorize.Net determines, in its sole discretion, that Your business practices or the business practices of your customers 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 You or any of your customers 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) 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 You or Your management, operations or policies; or (e) if You (i) make a general assignment for the benefit of creditors, (ii) file a voluntary petition of bankruptcy, suffer or permit the appointment of a receiver for its business or assets, (iii) become 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.

6.2 Effect of Termination. Upon termination of the Agreement for any reason, all rights and obligations of the parties under this Agreement shall be extinguished including all license rights and You shall immediately return to Authorize.Net all proprietary information and all copies and extracts of the foregoing, together with any and all documents, notes and other materials regarding the proprietary information.

7. Intellectual Property

7.1 Authorize.Net. You acknowledge and agree that except for the rights and licenses expressly granted to You in this Agreement, Authorize.Net shall retain all right, title and interest in and to the Authorize.Net Services, Developer Center, Sandbox Account, API's, Services Documentation, Authorize.Net Marks, and any derivatives of the foregoing and/or intellectual property associated therewith (the "Authorize.Net IP"). No title to or ownership of any of the foregoing is granted or otherwise transferred to You or any other entity or person under this Agreement. You will 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.

7.2 Use of Trademarks. 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. Further, neither party shall create a combination mark consisting of one or more Trademarks of each party. All uses of the other party's Trademarks shall inure to the benefit of the party owning such Trademark. Each party hereby acknowledges and agrees that, as between the parties, the other party is the owner of the Trademarks identified as its Trademarks in any written notice provided to the other party pursuant to this Agreement. 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.

7.3 Trademarks & Domain Registration. You shall not use, register or attempt to register any: (a) Authorize.Net Trademarks; or (b) trademarks or domain names that are confusingly similar to any of the Authorize.Net Trademarks.

7.4 Trademark Restrictions. You shall not (i) use Authorize.Net Trademarks except as expressly authorized in this Agreement; (ii) take any actions inconsistent with Authorize.Net's ownership of the Authorize.Net Trademarks and any associated registrations, or attack the validity of the Authorize.Net Marks, its ownership thereof, or any of the terms of this Agreement; (iii) use the Authorize.Net Trademarks in any manner that would indicate You are using such Authorize.Net Trademarks other than as a licensee of Authorize.Net; nor (iv) assist any third party do any of the same.

8. Confidential Information. You agree to hold all Confidential Information obtained during the course of this Agreement in strict confidence, not to disclose, distribute or disseminate the Confidential Information or information derived therefrom in any way to any third party and not to use the Confidential Information for Your own benefit or the benefit of others, or for any purpose except in connection with the purposes of this Agreement. You agree to use Your best efforts to protect all Confidential Information and in any event, to take precautions at least as great as those taken to protect Your own information of a similar nature. You agree that the terms and conditions of this Agreement will be Confidential Information. Upon Authorize.Net's request, You will return all materials, in any medium, that contain, embody, reflect or reference all or any part of any Confidential Information. You acknowledge that breach of this provision may result in irreparable harm to Authorize.Net, for which money damages may be an insufficient remedy, and therefore Authorize.Net will be entitled to seek injunctive relief to enforce the provisions of this section.

© Authorize.Net
CONFIDENTIAL

9. Representations and Warranties.

9.1 Mutual Warranties. Each party represents and warrants to the other that (a) it has all necessary right, power and ability to execute this Agreement and to perform its obligations therein; (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 a legal, valid and binding obligation, enforceable against it in accordance with its terms, and (d) the party's obligations under this Agreement do not violate any law or breach any other agreement to which such party is bound..

9.2 Authorize.Net Warranty. THE AUTHORIZE.NET SERVICES, SANDBOX ACCOUNT AND DEVELOPER CENTER ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WIHOUT WARRANTY. YOUR USE OF THE SANDBOX ACCOUNT IS AT YOUR OWN RISK. AUTHORIZE.NET, ITS PARENTS AND SUBSIDIARIES, DO NOT REPRESENT OR WARRANT THAT THE AUTHORIZE.NET SERVICES, SANDBOX ACCOUNT, DEVELOPER CENTER, OR WEB SITE WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ENTIRELY ERROR-FREE. YOU EXPRESSLY ACKNOWLEDGE THAT THE AUTHORIZE.NET SERVICES ARE COMPUTER NETWORK-BASED SERVICES, WHICH MAY BE SUBJECT TO OUTAGES, INTERRUPTIONS, ATTACKS BY THIRD PARTIES AND DELAY OCCURRENCES. AUTHORIZE.NET DOES NOT WARRANT THE SERVICES OF ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, A MERCHANT SERVICE PROVIDER, BANK OR ANY THIRD PARTY PROCESSOR. YOU MAY NOT RELY UPON ANY REPRESENTATION OR WARRANTY REGARDING THE AUTHORIZE.NET SERVICES BY ANY THIRD PARTY IN CONTRAVENTION OF THE FOREGOING STATEMENTS, INCLUDING REPRESENTATIONS OR WARRANTIES OF ANY MERCHANT SERVICE PROVIDER. 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.

9.3 Your Warranties. You represent and warrant to Authorize.Net that: **(a)** all representations and statements made by You in this Agreement, or in any other document relating hereto by You or on Your behalf, are true, accurate and complete in all material respects; (b)You are engaged in a lawful business that includes the sale of products and/or services, and are duly licensed to conduct such business under the laws of all jurisdictions in which You conduct business; and (c) You will comply with all laws, policies, guidelines, regulations, ordinances or rules applicable to You, Your business or the Transactions, including, without limitation: (i) the Credit Card Association rules and regulations; (ii) the Gramm Leach Bliley Act; (iii) any regulatory body or agency having jurisdiction over the subject matter hereof; and (iv) the then current policies, procedures, and guidelines of Authorize.Net governing the Authorize.Net Services.

9.4 Third Party Programs. You acknowledge that the Authorize.Net Services are designed for use with certain third-party programs, including, without limitation, certain Internet browser and software programs developed and owned by third parties. You 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.

10. LIMITATIONS OF LIABILITY. UNDER NO CIRCUMSTANCES: (I) WILL AUTHORIZE.NET OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES OR VENDORS (OR ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF THE PARTIES, OR ITS PARENTS, SUBSIDIARIES, AFFILIATES OR VENDORS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (HOWEVER ARISING), INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST REVENUE, LOST PROFITS, ANTICIPATED PROFITS, LOST BUSINESS OR INJURY TO BUSINESS REPUTATION, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) WILL AUTHORIZE.NET'S OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES OR VENDORS TOTAL LIABILITY TO YOU, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, UNDER THIS AGREEMENT OR WITH REGARD TO ANY AUTHORIZE.NET PRODUCTS OR SERVICES, EXCEED $1,000.

11. Indemnification. You shall defend, indemnify, and hold harmless Authorize.Net and its affiliates, parents, and/or subsidiaries, and any of their officers, directors, agents and employees, from and against any and all third-party claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) incurred by Authorize.Net, arising out of or relating to: (a) any breach or alleged breach by You of any representation, warranty, or obligation contained in this Agreement; (b) any damage or loss caused by negligence, fraud, dishonesty or willful misconduct by You or any of your employees, agents or customers; (c) any contract or agreement between You and a third party; (d) any alleged infringement of a patent, copyright, trademark or other intellectual property right; or (h) any alleged or actual violation by You of any applicable laws, regulations or rules of the Credit Card Associations or any regulatory body or agency having jurisdiction over the subject matter hereof.

12. General Provisions.

12.1 Publicity. Neither party will issue any press release or general marketing communication concerning this relationship or the Authorize.Net Services without the prior written consent of the other party which shall not to be unreasonably withheld or delayed.

12.2 Non-exclusivity. Each party acknowledges and agrees that the rights granted to the other party in this Agreement are non-exclusive, and that, without limiting the generality of the foregoing, nothing in this Agreement shall be deemed or construed to prohibit either party from participating in similar business arrangements as those described herein.

12.3 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. You further recognize that if you contracted for the Authorize.Net Services with a Merchant Service Provider, such provider is an authorized reseller of the Authorize.Net Services only and is not a joint venture, partner, or agent of Authorize.Net.

12.4 Notices. All notices to You shall be given electronically, sent to the electronic mail address provided by or for You during registration for the Authorize.Net Services and/or posted in the Announcement section of your gateway account. Service termination notices to Authorize.Net may be given electronically from within Your Authorize.Net merchant menu and sent to support@authorize.net. Notices to Authorize.Net must be in writing and sent to Authorize.Net LLC, Post Office 8999, San Francisco, CA 94128-8999, Attention: Legal Department, M1-12SE. 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. Electronic mail notices shall be deemed given the next business day following the date delivered.

12.5 Amendment; Modifications. No amendment, modification, or change to any provision of this Agreement, nor consent to any departure by either party therefrom, will in any event be effective unless the same will be in writing and signed by the other party, and then such consent will be effective only in the specific instance and for the specific purpose for which given. Notwithstanding the foregoing, Authorize.Net may amend this Agreement at any time upon written or electronic notice to You of not less than ten (10) days prior to the effective date of such amendment. If You do not agree to such amendments, your sole remedy is to immediately terminate this Agreement upon written notice to Authorize.Net.

12.6 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.

© Authorize.Net
CONFIDENTIAL

12.7 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. Referrer hereby irrevocably consents to the personal jurisdiction of and venue in the state and federal courts located in San Mateo County, CA 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 except as otherwise provided in Section 12.12 below.

12.8 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. Waiver by either party of a breach of any provision contained herein must be in writing, and no such waiver will be construed as a waiver of any other and/or succeeding breach of such provision or a waiver of the provision itself.

12.9 Assignment. You will not assign any of Your rights or delegate the performance of any of Your obligations under this Agreement without the prior written consent of Authorize.Net.

12.10 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 Sandbox Account or 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").

12.11 Non-solicitation. You 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.

12.12 Entire Agreement. This Agreement together with all of Authorize.Net's policies referenced herein, including the Sandbox Account requirements, 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.

12.13 Definitions

"Acceptable Use Guidelines" – http://www.authorize.net/company/terms/

"API" – for the purposes of this Agreement means software, in object code form, that is licensed to You under this Agreement, that formats, encrypts, and decrypts messages transferred between Your systems and Authorize.Net's systems.

"Authorize.Net Services" means credit card transaction processing and payment gateway services, as well as certain value-adding services, as more fully described at www.authorize.net, as such descriptions may be changed from time to time.

"Credit Card Association" – for purposes of this Agreement means Visa U.S.A., Inc., Visa International, Inc., MasterCard International, Inc., and any other credit or debit card issuing company.

"Confidential Information" – shall mean any data or information, oral or written, that relates to Authorize.Net and includes, without limitation, the Authorize.Net API, Authorize.Net IP, trade secrets, know-how, inventions (whether or not patentable), techniques, processes, programs, ideas, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, software documents, and other technical, business, product, marketing and financial information, plans, data, and the existence of this Agreement.

"Merchant" – means the person or business entity that has a contractual relationship with Authorize.Net and sells goods or services to a customer.

"Merchant Interface" – means the user interface available to Merchants at http://secure.authorize.net.

"Merchant Service Provider" – for purposes of this Agreement, a Merchant Service Provider shall mean any third party through whom Authorize.Net may provide the Authorize.Net Services to You, including but not limited to a reseller, Independent Sales Office ("ISO"), application service provider, merchant aggregator, acquiring bank and financing agency.

"Processor" – for purposes of this Agreement, a Processor shall mean a credit card processor that accepts Transactions from Authorize.Net and processes Transactions for You.

"Services Documentation" means collectively, the operating instructions, user manuals, and help files, in written or electronic form, made available to You and that are intended to be used in connection the Sandbox Account and Authorize.Net Services.

"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(s)" – for purposes of this Agreement, Transaction means any test credit card authorization, credit, ticket only, batch settlement, decline transaction or other related transaction, completed or submitted through your Sandbox Account.

© Authorize.Net
CONFIDENTIAL