

SDK LICENSE AGREEMENT

This SDK License Agreement (“**Agreement**”) is between you (both the individual downloading the SDK 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 READ CAREFULLY AND UNDERSTAND THIS AGREEMENT. BY CLICKING THE “I ACCEPT” BUTTON OR AN EQUIVALENT INDICATOR OR BY DOWNLOADING, INSTALLING OR USING THE SDK OR THE DOCUMENTATION, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU WILL NOT BE PERMITTED TO (AND YOU WILL HAVE NO RIGHT TO) DOWNLOAD, INSTALL OR USE THE SDK OR THE DOCUMENTATION.

1. DEFINITIONS

1.1 “Applications” means software programs that You develop to operate with the Gateway using the SDK.

1.2 “Documentation” means the documentation included in the SDK.

1.3 “Gateway” means any electronic payment gateway maintained and operated by Authorize.Net and any of its affiliates.

1.4 “SDK” means the Authorize.Net software development kits and any associated components, including, without limitation, software code, sample code, Documentation, utility applications, and API, made available by Authorize.Net pursuant to this Agreement for use in developing Applications.

2. SDK LICENSE; USE

2.1 Limited License. Subject to and conditioned on Your compliance with the terms of this Agreement, Authorize.Net hereby grants to You a limited, revocable, non-exclusive, royalty-free, non-transferable, nonsublicensable license during the term of this Agreement to the SDK: (a) in all countries except those listed on Appendix 1, to create, implement, demonstrate, use, practice, sell and offer for sale Applications; and (b) in any country worldwide, to create derivative works, develop, test or manufacture Applications.

2.2 Restrictions. You shall not: (a) make or distribute copies of the SDK or the Documentation, or otherwise disclose or transfer the SDK or the Documentation to any third party, 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 SDK or Documentation, (c) otherwise use or exploit the SDK or the Documentation for any purpose other than to develop and distribute

Applications as expressly permitted by this Agreement; or (d) engage in any activity with the SDK, including the development or distribution of an Application that interferes with, disrupts, damages, or accesses in an unauthorized manner the Gateway or platform, servers, or systems of Authorize.Net or any third party.

2.3 Ownership. You acknowledge and agree that all right, title and interest in and to the SDK shall, at all times, be and remain the exclusive property of Authorize.Net. You do not have or acquire any rights, express or implied, in the SDK except those rights expressly granted under this Agreement. You shall retain ownership of Your Applications developed in accordance with this Agreement, subject to Authorize.Net’s ownership of the underlying SDK and any portion of the SDK incorporated therein.

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

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2.6 License to Authorize.Net. If You choose to submit any suggestions, feedback or other information or materials (collectively, “**Feedback**”) related to the SDK or Documentation or Your use thereof to Authorize.Net, then 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 SDK, Documentation, and other products and services.

2.7 SDK Use.

(a) You represent, warrant and agree to use the SDK and write Applications only for purposes permitted by (a) this Agreement; and (b) any applicable law, regulation, or generally accepted practices or guidelines in the relevant jurisdictions, including, without limitation, the Payment Card Industry Data Security Standard (PCI DSS).

(b) You represent, warrant and agree that if You use the SDK to develop Applications for general public users, that You will protect the privacy and legal rights of those users. If the Application receives or stores personal or sensitive information provided by users, it must do so securely and in compliance with all applicable law and regulation, including card association regulations. If the Application receives Authorize.Net account information, the Application may only use that information to access the user's Authorize.Net account.

(c) 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 Application; and (ii) any breach of You 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

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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 AUTHORIZE.NET'S ENTIRE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF EXCEED \$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. THE SDK IS NOT-FAULT TOLERANT AND IS NOT DESIGNED, INTENDED, OR AUTHORIZED FOR USE IN ANY MEDICAL, LIFE SAVING OR LIFE SUSTAINING SYSTEMS, OR FOR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE SDK COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR.

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 (the "**Indemnified Parties**") from and against any claim, suit or proceeding, and any associated liabilities, costs, damages and expenses, including reasonable attorneys' fees, that arise out of or relate to: (i) Your Applications or the use or distribution thereof, or Your use or distribution of the SDK or the Documentation (or any portion thereof including Open Source Software), including, but not limited to, any allegation that any such Application or any such use or distribution infringes, misappropriates or otherwise violates any intellectual property (including, without limitation, copyright, patent, and trademark), privacy, publicity or other right 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; 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 SDK and the Documentation, return to Authorize.Net or destroy all copies of the SDK 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 and any confidential components of the API, SDK and Documentation.

7. General Terms

7.1 Law. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the internal laws of the State of California without giving effect to any choice of law rule. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement, such controversy, claim or dispute may be tried solely in a state or federal court for Santa Clara County, California, and the parties hereby irrevocably consent to the jurisdiction and venue of such courts.

7.2 Logo License. Authorize.Net hereby grants to You the right to use, reproduce, publish, perform and display Authorize.Net logo in accordance with the Authorize.Net brand guidelines.

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. 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 SDK or

Documentation) are an agency or instrumentality of the United States Government, the SDK 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 SDK 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 SDK 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 SDK, Licensee understands and agrees that Authorize.Net may collect certain usage statistics including but not limited to a unique identifier, associated IP address, version number of software, and information on which tools and/or services in the SDK 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 the parties 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 as it distributes new versions of the SDK and Documentation. When these changes are made, Authorize.Net will make a new version of the Agreement available on the website where the SDK is available. This Agreement may not be modified or amended by You except in a writing signed by a duly authorized representative of each party. The waiver by Authorize.Net of a breach of any provision contained herein shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself. You acknowledge and agree that Authorize.Net has not made any representations, warranties or agreements of any kind, except as expressly set forth herein.

7.10 Electronic Agreement.

(a) This section shall apply in the event You execute this Agreement online on Authorize.Net’s website and clicks the “Submit,” “Accept,” or equivalent indicator.

(b) Each party hereby agrees that this Agreement shall be effected by electronic means and understands that all electronic documents related hereto are legally binding in the same manner as are written documents when the information contained therein is sent or delivered in an electronic record capable of retention by the recipient at the time of receipt. An electronic record is not “capable of retention by the recipient” if the sender or its information processing system inhibits the ability of the recipient to print or store the electronic record. This Agreement shall be governed by the provisions of the California Uniform Electronic Transaction Act.

(c) You understand that a contract may be executed by the interaction of an individual, acting on his or her own behalf or for another person, with an electronic agent (such as this website and the computer program or programs operating in conjunction with it), so long as the individual knows or has reason to know his or her actions will cause the electronic agent to complete the transaction or performance. In the event, however, that You have unintentionally accepted this Agreement online because of an error made by You in dealing with this website, and You promptly notify Authorize.Net of such error and informs Authorize.Net that You do not intend to be bound hereby, Authorize.Net agrees that the Agreement erroneously submitted will be deemed null and void provided that Authorize.Net has not used any services hereunder or accessed the SDK in any way. It is understood and agreed that any use by You of any services hereunder or access to the SDK shall bind You to this Agreement, whether or not You claim the online acceptance was submitted in error. If any provision of this paragraph should be held to conflict with California Civil Code §1633.10, the provisions of §1633.10 shall control.

Appendix 1 Countries Excluded from License

Andorra, Austria, Bear Island, Belgium, Bulgaria, Channel Islands, Cyprus, Czech Republic, Denmark, Estonia, Faeroe Island, Finland, France, Germany, Gibraltar, Greece, Greenland, Hungary, Iceland, Ireland, Isle of Man, Israel, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Vatican City, United Kingdom, including the possession and territories thereof.

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