

PAYMENTS SOFTWARE LICENSE AGREEMENT

These standard terms and conditions (the “Terms and Conditions”) shall apply to any purchase or procurement of certain products or services by the legal entity identified as Licensee under the applicable Order Form with Licensor procuring Licensed Software, SaaS and/or Support Services (defined below) (“Licensee”) from the legal entity selling such Services and identified as ‘Licensor’ under the applicable Order Form with Licensee (“Licensor”). These Terms and Conditions consists of the attached Order Form executed by these parties (including any attachments to such Order Form), and any related agreements previously executed by these parties concerning the specific subject-matter of the Order Form. Unless otherwise specifically agreed upon in writing by Licensor and Licensee, these Terms and Conditions shall apply to any Licensed Software, SaaS and/or Support Services provided to Licensee by any affiliate or subsidiary of Licensor. In the event of a conflict between the provisions of these Terms and Conditions, the Order Form, an attachment to the Order Form, or any related agreements previously executed between these parties the following order of precedence shall apply: (a) the Order Form; (b) these Terms and Conditions; (c) an attachment to the Order Form; (d) any related agreements previously executed between these parties. Unless otherwise specifically set forth in the Order Form, upon any conflict with the terms of any Licensee terms and conditions, including, without limitation, pricing, the terms of the Order Form shall control.

Now, therefore, the parties agree as follows:

1. Order, Acceptance and Service.

a. Licensor will provide the Services as described in Addendum 1 (the “Service Description”), attached hereto. Addendum 1 is fully incorporated into the terms of this Agreement. Licensor may provide additional products or services to Licensee at any time by mutual agreement by executing and appending additional addenda to this Agreement.

b. Licensee shall pay Licensor the fees and charges (“Fees”) set forth in, and in accordance with, the Order Form. Fees are non-cancelable and non-refundable.

2. Fees, Taxes and Payment.

Licensee will pay to Licensor the Service Fees in the manner set forth herein. The Service Fees do not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority with respect to the Services or any software provided hereunder (excluding any tax on Licensor net income). All such taxes will be added to Licensor invoices for the Service Fees as separate charges to be paid by Licensee. All fees are fully earned when due and non-refundable when paid. Unless otherwise specified, invoices for the Service Fees and related charges shall be due and payable within 30 days after the date of the invoice. If any invoice is not paid within 45 days after the date of the invoice, Licensor may charge Licensee a late fee of \$15 for such invoice; in addition any amounts payable to Licensor not paid when due will bear interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less. Licensor in its sole discretion, may deactivate delinquent accounts. Upon a reactivation request by Licensee, Licensee shall pay Licensor a \$50 reactivation fee in addition to full payment of the outstanding balance due. Reactivation of services will only be performed during Licensor normal business hours (Monday through Friday, 9:00 am - 6:00 p.m., Eastern Time, excluding holidays.) If Licensor collects any payment due at law or through an attorney at law or under

advice there from or through a collection agency, or if Licensor prevails in any action to which the Licensee and Licensor are parties, Licensee will pay all costs of collection and litigation, including, without limitation, all court costs and Licensor reasonable attorneys' fees. If any Licensee payment is returned for insufficient funds Licensor will impose a processing charge of \$25. If two or more Licensee payments are returned for insufficient funds in any 6 month period, Licensor in its sole discretion may require alternative payment methods for all future Licensee payments including, without limitation, credit card, money order, or cashier's check.

3. Term and Termination.

The term of this Agreement will commence on the Effective Date and continue for a period of three years (the "Initial Term"). Thereafter, the Agreement will automatically renew for successive three year renewal terms (each a "Renewal Term") unless the either party gives written notice to the other party of non-renewal at least 90 days prior to expiration of the then-current Initial Term or Renewal Term (all taken together, the "Term").

a. Either party may terminate this Agreement immediately upon the occurrence of any one or more of the following events: (i) the other party fails to pay when due any amounts required to be paid under this Agreement; (ii) the other party breaches any material term or provision of this Agreement (other than a breach described in subsection (i) above), and if capable of cure, such breach remains uncured 30 days after the non-breaching party gives written notice thereof to the breaching party; or (iii) the other party becomes insolvent, makes an assignment for the benefit of its creditors, institutes or becomes subject to any proceeding under any bankruptcy or similar laws for the relief of debtors, or seeks the appointment of, or becomes subject to the appointment of, any trustee or receiver for all or any portion of such party's assets.

b. Licensor may terminate this Agreement (i) immediately if the Services are prohibited by applicable law, or become impractical or unfeasible for any technical, legal or regulatory reason, by giving Licensee as much prior notice as reasonably practicable; (ii) immediately by giving written notice to Licensee , if Licensor determines in good faith that Licensee 's use of the Licensee Web site or the Licensee Content violates the Acceptable Use Policy; or (3) at will upon thirty days' written notice to terminate.

c. Licensee may terminate this Agreement at will upon thirty days' written notice to terminate and the payment of a termination fee equal the remaining number of months left in the Term multiplied by: (i) in the event of a one year initial term, \$100; or (ii) in the event of a three year initial term, \$500.

d. Upon termination of this Agreement for any cause or reason whatsoever, neither party shall have any further rights or obligations under this Agreement, except as expressly set forth herein. The provisions of Sections 2, 4, 7, 8, 9, 10, 11 and 12 of this Agreement shall survive the expiration or termination of this Agreement for any cause or reason whatsoever, and, notwithstanding the expiration or termination of this Agreement, the parties shall each remain liable to the other for any indebtedness or other liability theretofore arising under this Agreement. Termination of this Agreement and retention of pre-paid fees and charges shall be in addition to, and not be in lieu of, any other legal or equitable rights or remedies to which Licensor may be entitled.

4. License to Licensor

Licensee hereby grants to Licensor a non-exclusive, royalty-free, worldwide right and license during the Term to do the following to the extent necessary in the performance of the Services: (a) digitize, convert, install, upload, select, order, arrange, compile, combine, synchronize, use, reproduce, store, process, retrieve, transmit, distribute, publish, publicly display, publicly perform and hyperlink the Licensee Content; and (b) make archival or back-up copies of the Licensee Content and the Licensee Web site. Except for the rights expressly granted above, Licensor is not acquiring any right, title or interest in or to the Licensee Content, all of which shall remain solely with Licensee .

5. Licensor Acceptable Use Policy.

Licensee will abide by, and utilize the Services and the Licensee Web site only in accordance with, the Acceptable Use Policy (the "Acceptable Use Policy") that Licensor posts on its Web site, as such Acceptable Use Policy may be changed by Licensor from time to time. The Acceptable Use Policy is hereby incorporated herein and made a part hereof by this reference. Licensee shall impose the Acceptable Use Policy on its Licensees and End Users to the extent necessary to ensure their compliance.

6. Licensee 's Responsibilities.

a. Licensee is solely responsible for the quality, performance and all other aspects of the Licensee Content and the goods or services provided through the Licensee Web site.

b. Licensee will cooperate fully with Licensor in connection with Licensor performance of the Services. Licensee must provide any equipment or software that may be necessary for Licensee to use the Services. Delays in Licensee 's performance of its obligations under this Agreement will extend the time for Licensor performance of its obligations that depend on Licensee 's performance on a day for day basis. Licensee will notify Licensor of any change in Licensee 's mailing address, telephone, e-mail or other contact information.

c. Licensee assumes full responsibility for providing End Users with any required disclosure or explanation of the various features of the Licensee Web site and any goods or services described therein, as well as any rules, terms or conditions of use.

d. Licensee will provide Licensor with one or more registered domain name(s) for the Licensee Web site, or, upon Licensee 's request, Licensor will register an Internet domain name on behalf of Licensee . This domain name is the property of the Licensee , and Licensor makes no warranty or claims of ownership or responsibility over the domain name itself. It is the responsibility of the Licensee to maintain knowledge of ownership and account status for the Licensee 's domain name. The Licensee should ensure uninterrupted ownership and service from the domain name. If a Licensee 's domain name lapses and is unavailable for renewal by the Licensee , Licensor is hereby released and indemnified from all liabilities or responsibilities to the Licensee for loss of use, loss of business, or general injury. The Licensee hereby releases Licensor of any responsibility over the Licensee 's domain name(s).

e. Because the Hosting Services permit Licensee to electronically transmit or upload content directly to the Licensee Web site, Licensee shall be fully responsible for uploading all content to the Licensee Web site and supplementing, modifying and updating the Licensee Web site. Licensee is also responsible for ensuring that the Licensee Content and all aspects of the Licensee Web site are compatible with the hardware and software used by Licensor to provide the Hosting Services, as the same may be changed

by Licensor from time to time. Specifications for the hardware and software used by Licensor to provide the Hosting Services will be available on Licensor Web site. When in doubt as to the compatibility of content, files or software, the Licensee agrees to contact Licensor before placing such files or materials on Licensor servers. Licensor shall not be responsible for any damages to the Licensee Content, the Licensee Web site or other damages or any malfunctions or service interruptions caused by any failure of the Licensee Content or any aspect of the Licensee Web site to be compatible with the hardware and software used by Licensor to provide the Hosting Services. Licensee may terminate this agreement within 30 days of any change to the Acceptable Use Policy without incurring a termination fee.

f. Unless the applicable Service Description provides otherwise, Licensee is solely responsible for making back-up copies of the Licensee Web site and Licensee Content. If the Licensee requires files to be restored from Licensor backup copies, the Licensee agrees to pay a minimum service charge equal to one (1) hour of labor for such services.

g. Licensee hereby represents and warrants to Licensor and agrees that during the Term Licensee will ensure that: (a) Licensee is the owner or valid licensee of the Licensee Content and each element thereof, and Licensee has secured all necessary licenses, consents, permissions, waivers and releases for the use of the Licensee Content and each element thereof, including without limitation, all trademarks, logos, names and likenesses contained therein, without any obligation by Licensor to pay any fees, residuals, guild payments or other compensation of any kind to any Person; (b) Licensee's use, publication and display of the Licensee Content will not infringe any copyright, patent, trademark, trade secret or other proprietary or intellectual property right of any Person, or constitute a defamation, invasion of privacy or violation of any right of publicity or any other right of any Person, including, without limitation, any contractual, statutory or common law right or any "moral right" or similar right however denominated; (c) Licensee will comply with all applicable laws, rules and regulations regarding the Licensee Content and the Licensee Web site and will use the Licensee Web site only for lawful purposes; (d) Licensee has used its best efforts to ensure that the Licensee Content is and will at all times remain free of all computer viruses, worms, trojan horses and other malicious code; and (e) Licensee will use the Services only for business/organizational purposes and not for any family, household or personal use.

h. Licensee agrees that Licensor shall be the sole and exclusive provider of giving and payment processing services during the Term of the Agreement.

7. Licensor Intellectual Property.

Licensor hereby grants to Licensee a non-exclusive, non-transferable, royalty-free license, exercisable solely during the term of this Agreement, to use applicable Licensor Technology solely for the purpose of accessing and using the Services with respect to charitable giving. Licensee may not use the Licensor Technology for any purpose other than accessing and using the Services with respect to charitable giving. Except for the rights expressly granted above, this Agreement does not transfer from Licensor to Licensee any Licensor Technology, and all rights, titles and interests in and to the Licensor Technology shall remain solely with Licensor. Licensee shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any of the Licensor Technology. Licensee may not re-distribute, sell, or license the Licensor Technology to other entities. Licensee agrees that upon termination it will cease to use the Services.

a. Licensor trademarks, trade names, service marks, logos, other names and marks, and related product and service names, design marks and slogans are the sole and exclusive property of Licensor. Licensee may not use any of the foregoing in any advertising, publicity or in any other commercial manner without the prior written consent of Licensor. Licensor shall maintain and control ownership of all Internet protocol numbers and addresses that may be assigned by Licensor to Licensee . Licensor may, in its sole discretion, change or remove any and all such Internet protocol numbers and addresses.

b. Any feedback, data, answers, questions, comments, suggestions, ideas or the like which Licensee sends to Licensor relating to the Services will be treated as being non-confidential and non-proprietary. Licensor may use, disclose or publish any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever.

8. Limited Warranty.

Licensor represents and warrants to Licensee that the Services will be performed (i) in a manner consistent with industry standards reasonably applicable to the performance thereof; (ii) at least at the same level of service as provided by Licensor generally to its other Licensee s for the same services; and (iii) in compliance in all material respects with the applicable Service Descriptions. Licensee will be deemed to have accepted such Services unless Licensee notifies Licensor within 30 days after performance of any Services of any breach of the foregoing warranties. Licensee 's sole and exclusive remedy, and Licensor sole obligation, for breach of the foregoing warranties shall be for Licensor to re-perform the defective Services at no cost to Licensee . Licensor may provision the Services from any of its data centers and may from time to time re-provision the Services from different data centers.

a. The foregoing warranties shall not apply to performance issues or defects in the Services (i) caused by factors outside of Licensor reasonable control; (ii) that resulted from any actions or inactions of Licensee or any third parties; or (iii) that resulted from Licensee 's equipment or any third-party equipment not within the sole control of Licensor.

b. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY SOFTWARE PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND LICENSOR HEREBY EXPRESSLY DISCLAIMS THE SAME. WITHOUT LIMITING THE FOREGOING, ANY THIRD-PARTY SOFTWARE PROVIDED TO LICENSEE HEREUNDER IS PROVIDED "AS IS" WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. LICENSOR DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

9. Limitation of Liability.

a. IN NO EVENT WILL LICENSOR 'S LIABILITY IN CONNECTION WITH THE SERVICES, ANY SOFTWARE PROVIDED HEREUNDER OR ANY ORDER, WHETHER CAUSED BY FAILURE TO DELIVER, NON-PERFORMANCE, DEFECTS, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE AGGREGATE SERVICE FEES PAID TO LICENSOR BY LICENSEE DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

b. LICENSOR CANNOT GUARANTEE CONTINUOUS SERVICE, SERVICE AT ANY PARTICULAR TIME, INTEGRITY OF DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET.

LICENSOR WILL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, ERASURE, THEFT, DESTRUCTION, ALTERATION OR INADVERTENT DISCLOSURE OF, DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED ON ITS SYSTEM.

c. EXCEPT AS EXPRESSLY PROVIDED BELOW, NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOST PROFITS OR REVENUES, LOSS OF USE, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LICENSES OR SERVICES OR SIMILAR ECONOMIC LOSS, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, UNDER ANY WARRANTY OR OTHER RIGHT HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF ANY ORDER, OR (EXCEPT AS PROVIDED IN SECTIONS 9 AND 10) FOR ANY CLAIM AGAINST THE OTHER PARTY BY A THIRD PARTY, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES.

d. The limitations contained in this Section 9 apply to all causes of action in the aggregate, whether based in contract, tort or any other legal theory (including strict liability), other than claims based on fraud or willful misconduct. The limitations contained in Section 9 shall not apply to liability arising on account of a party's breach of Section 10 or to Licensee 's indemnification obligations under Section 9(e).

e. Indemnification of Licensor. Licensee shall defend, indemnify and hold harmless Licensor its affiliates and their respective present, former and future officers, directors, employees and agents, and their respective heirs, legal representatives, successors and assigns (collectively the "Licensor Indemnitees"), from and against any and all losses, damages, costs, liabilities and expenses (including, without limitation, amounts paid in settlement and reasonable attorneys' fees) which any of the Licensor Indemnitees may suffer, incur or sustain resulting from or arising out of (i) Licensee 's breach of any representation, warranty, or covenant contained in the Agreement, (ii) the Licensee Content, the Licensee Web site or any End User's use of the Licensee Content or the Licensee Web site, (iii) violation by Licensee or any of its officers, directors, employees or agents of the Acceptable Use Policy or any applicable law, (iv) claims or actions of third parties alleging misappropriation of trade secrets or infringement of patents, copyrights, trademarks or other intellectual property rights arising from the use, display or publication of Licensee 's domain names, the Licensee Web site, the Licensee Content, or the use of the Services in combination with hardware, software or content not provided by Licensor (v) claims or actions by third parties relating to or arising out of Licensee 's use of the Services, and (vi) any failure of the Licensee Content or any aspect of the Licensee Web site to be compatible with the hardware or software used by Licensor to provide the Services, including any damage to Licensor servers or other hardware caused thereby.

10. Confidentiality; Non-Solicitation.

a. Neither party shall, without the prior written consent of the other party, use or disclose to any Person any Proprietary Information of the other party disclosed or made available to it, except for use of such Proprietary Information as required in connection with the performance of its obligations or use of the Services hereunder. Each party will (i) treat the Proprietary Information of the other party as secret and confidential, (ii) limit access to the Proprietary Information of the party to those of its employees who require it in order to effectuate the purposes of this Agreement, and (iii) not disclose the Proprietary Information of the other party to any other Person without the prior written consent of the other party.

b. The following shall not be considered Proprietary Information: (i) any information that the receiving party can demonstrate by written documentation was within its legitimate possession prior to the time of disclosure by the disclosing party; (ii) any information that was in the public domain prior to disclosure by the disclosing party as evidenced by documents that were published prior to such disclosure; (iii) any information that, after disclosure by the disclosing party, comes into the public domain through no fault of the receiving party, (iv) any information that is disclosed to the receiving party without restriction by a third party who has legitimate possession thereof and the legal right to make such disclosure; or (v) any information that, two years after expiration or termination of this Agreement, does not constitute a trade secret under applicable law.

c. Each party acknowledges that disclosure of any aspect of the Proprietary Information of the other party shall immediately give rise to continuing irreparable injury to the other party inadequately compensable in damages at law, and, without prejudice to any other remedy available to the other party, shall entitle the other party to injunctive or other equitable relief. Upon expiration or termination of this Agreement for any reason, each party shall promptly return to the other party all Proprietary Information of the other party (including all copies thereof) in its possession or control.

d. During the term of this Agreement and for two years following expiration or termination of this Agreement, Licensee will not, directly or indirectly, solicit or recruit the services of any employee of Licensor performing services under this Agreement, while such employee is employed by Licensor and for a period of six months after such employee has left the employment of Licensor.

11. Miscellaneous.

a. Independent Contractor. Licensor and Licensee are independent contractors and nothing contained in this Agreement places Licensor and Licensee in the relationship of principal and agent, master and servant, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

b. Governing Law; Jurisdiction. Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon arising from an alleged tort, shall be governed by the substantive laws of the State of Tennessee. THE PARTIES AGREE THAT ANY LAWSUIT (whether at law or in equity) BETWEEN THEM SHALL BE BROUGHT IN THE COURTS OF KNOX COUNTY, TENNESSEE OR IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TENNESSEE, AND EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH LAWSUIT AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH LAWSUIT IN ANY SUCH COURT OR THAT ANY SUCH LAWSUIT WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

c. Headings. The headings herein are for convenience only and are not part of this Agreement.

d. Entire Agreement; Amendments. This Agreement, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement

between the parties with respect to the matters covered hereby. In case of a conflict between this Agreement and any purchase order, service order, work order, confirmation, correspondence or other communication of Licensee or Licensor the terms and conditions of this Agreement shall control. No additional terms or conditions relating to the subject matter of this Agreement shall be effective unless approved in writing by any authorized representative of Licensee and Licensor. This Agreement may not be modified or amended except by another agreement in writing executed by the parties hereto.

e. Severability. All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

f. Notices. All notices and demands required or contemplated hereunder by one party to the other shall be in writing and shall be deemed to have been duly made and given upon date of delivery if delivered in person or by an overnight delivery or postal service, upon receipt if delivered by facsimile the receipt of which is confirmed by the recipient, or upon the expiration of five days after the date of posting if mailed by certified mail, postage prepaid, to the addresses or facsimile numbers set forth below the parties' signatures. Either party may change its address or facsimile number for purposes of this Agreement by notice in writing to the other party as provided herein. Licensor may give written notice to Licensee via e-mail to the Licensee's e-mail address as maintained in Licensor's billing records.

g. Waiver. No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

h. Assignment; Successors. Licensee may not assign or transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Licensor. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. Licensor may assign its rights and obligations under this Agreement, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without the consent of Licensee. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

i. Limitation of Actions. No action, regardless of form, arising by reason of or in connection with this Agreement may be brought by either party more than two years after the cause of action has arisen.

j. Counterparts. If this Agreement is signed manually, it may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. If this Agreement is signed electronically, Licensor's records of such execution shall be presumed accurate unless proven otherwise.

k. Force Majeure. Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

l. No Third-Party Beneficiaries. Unless expressly provided otherwise in this Agreement, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights, legal or equitable, in any Person other than the parties hereto and their respective successors and permitted assigns.

m. Government Regulations. Licensee may not export, re-export, transfer or make available, whether directly or indirectly, any regulated item or information to anyone outside the United States in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the United States government and any country or organization of nations within whose jurisdiction Licensee operates or does business.

n. Marketing. Licensee agrees that during the term of this Agreement Licensor may publicly refer to Licensee, orally and in writing, as a Licensee of Licensor. Any other public reference to Licensee by Licensor requires the written consent of Licensee.

12. Definitions. For purposes of this Agreement, the following terms have the meanings specified below:

a. "Licensee Content" means all data, graphics, text, names, marks, logos, hypertext links to other Web sites and other information incorporated in, transmitted through or published or displayed on the Licensee Web site.

b. "Licensee Web site" means Licensee's site on the World Wide Web portion of the Internet that Licensor hosts under this Agreement.

c. "End User" means any Person who accesses or uses the Licensee Web site via the Internet.

d. "Licensor Technology" means Licensor proprietary technology, including, without limitation, Licensor services, software tools, Licensor management tools and systems, hardware designs, algorithms, software (in source code and object code forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Licensor or licensed to Licensor from a third party), and also including any derivatives, improvements, enhancements, updates, modifications or extensions of Licensor Technology conceived, reduced to practice or developed during the term of this Agreement by either party.

e. "Person" means any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association or organization, or government or any agency or political subdivision thereof.

f. "Proprietary Information" means all technical, business and other information of a party (i) that is not generally known to the public, (ii) that derives value, economic or otherwise, from not being generally

known to the public or to other Persons who can obtain value from its disclosure or use, and (iii) which information is subject to efforts that are reasonable under the circumstances to maintain the secrecy thereof.

g. "Terms of Service" means these Terms of Service, as the same may be modified, altered or amended from time to time by Licensor.