

United eWay Credit Card Setup

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THE UNITED EWAY TEAM DESIGNED A BOARDING PROCESS THROUGH A COLLABORATIVE EFFORT AMONG BOFA, CYBERSOURCE AND AMERINET. THIS PROCESS HAS BEEN FINE TUNED AND INCORPORATED INTO BOFA INTERNAL PROCESS. IN ORDER TO INITIALIZE THE BOARDING PROCESS, PLEASE CONTACT WESLEY RIOS AT UNITED EWAY . BELOW YOU WILL FIND AN OVERVIEW OF THE BOARDING PROCESS:	6
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GENERAL INFORMATION

Introduction

Our electronic payment service provider plays a critical role in allowing employee to invest in their communities. In the past, Plug'n Pay and Select Payment handled all the electronic payment transaction for United eWay. However, as the United eWay online pledge application evolved into a fully national solution, our electronic payment providers failed to keep up with our demand for excellence. Realizing the shortcomings of our existing vendors, the United eWay team went through a rigorous RFP process in order to select the finest merchant service provider available. We are happy to announce our partnership with Bank of America and CyberSource. Both CyberSource and BofA are leaders in electronic payment processing solutions to fortune 500 companies. Combined, they process \$1 out of every \$8 processed online by US consumers with a total of \$14.5 Billion processed per year.

Some of the major benefits of utilizing Bank of America's merchant services are listed below:

- Donor flexibility and service: Donors expect to donate by credit, debit, or check cards, as well as by electronic check
- BofA/CyberSource rank high in satisfaction for: customer support, ease of processing, and fast authorization and settlement
- Next Day Funding: The funds from your card transactions will be deposited in a Bank of America business checking account the next business day.
- Technical Support 24/7: When you have questions, BofA has resources available with answers.
- Convenient Support Pack: Receive statements and reports online.
- Consolidated Transaction detail reporting available with Merchant Services On-Line and CyberSource reporting tools.

In addition to the benefits above, CyberSource, our new gateway provider, is able to deliver additional benefits on managing electronic payment transactions. These features are listed below:

Features	Previous	CyberSource/Bank of America
Unique transaction ID with each electronic payment transaction.	No	Yes
Security feature with all electronic check transaction.	No	Yes
Intuitive administrative web application where United eWay users can easily track and manage payments from multiple payment types or processors.	No	Yes
International card/payment types.	No	Yes (Date TBA)
Accept multiple transactions for a single donor.	No	Yes
United eWay campaign code with every transaction.	No	Yes
Toll free number for customer support. Cybersource: http://CyberSource.custhelp.com or 1-888-417-2230 Bank of America: 1-800-228-5882	No	Yes
Error management tool.	No	Yes
Offline electronic transactions.	Yes	Yes

The table below provides an overview of our new service providers.

Service	2003	2004
Electronic Check	Select Payment	Amerinet (Consolidated transaction detail report with CyberSource Reporting Application)
Credit Card	Plugn' Pay	CyberSource(24/7 Customer Support hot line for all Electronic Transaction)
Debit Card	Plugn' Pay	CyberSource(24/7 Customer Support hot line for all Electronic Transaction)
Merchant Service	Total Merchant	Bank of America (Merchant Service online reporting capabilities and 24/7 Technical support)

PRICING STRUCTURE

The United eWay team went through an elaborative negotiation process to ensure the best value for all LUWs. Leveraging the United Way system capacity, we were able to reduce the original quoted fees by almost 60%. The pricing structure has two different components. The first component is the one time setup fee for Bank of America, CyberSource, and Amerinet. The second component is the transactional fee associated with each electronic transaction type. Please see the table below for the fee structure:

Setup Fee

Line	Product	Notes	Net Price
1	CyberSource Merchant ID Registration Fee	Payable to United eWay. Invoice will be sent upon activation.	\$200.00
2	Amerinet Merchant ID Registration Fee		\$30.00
3	Bank of America Merchant Setup Fee		\$25.00

Monthly Fee

Line	Product	Net Price
1	Monthly minimum is \$25 or the cost per transactions, whichever is higher.	\$25.00
2	Monthly processing fee	\$25.00
3	Bank of America Merchant Setup Fee	\$25.00
4	Amerinet Electronic check monthly minimum is \$30 or the cost per transactions, whichever amount is greater.	\$30

Fee per Transaction

Transaction Type	CyberSource	Bank of America	Total	Percentage
American Express	0.28	0.1	0.38	2.25%
Visa/MC	0.17	0.15	0.32	1.85%
Discover Card	0.17	0.1	0.27	2.00%
Diner's Club	0.17	0.1	0.27	2.00%
Electronic Check (Amerinet .35)	0.17	0.00	0.47	0.00%

BOARDING PROCESS OVERVIEW

The United eWay team designed a boarding process through a collaborative effort among BofA, CyberSource and Amerinet. This process has been fine tuned and incorporated into BofA internal processes. Below you will find an overview of the Boarding process:

1. Local United Way contacts Phenecia Allen at BofA. Please see Appendix A for contact information.
2. BofA will provide all applications & data sheets
3. If an American Express merchant account is not available, LUW must contact Amex for a merchant account to include on the application
4. Local United Way fax the documents to Phenecia Allen at BofA, including 990 tax form and voided check.
5. Local United Way contacts Michael Tooley at CyberSource to request the CyberSource agreement.
6. Local United Way must register online with CyberSource by accessing <https://www.CyberSource.com/register/> It is highly recommended that LUWs use the following naming scheme for the new CyberSource ID “ueway_ Name of the LUW”. i.e “ueway_MileHigh” (Please make sure to keep the CyberSource ID and password in a save place)
7. Local United Way fax the completed CyberSource agreement to Michael Tooley.
8. If electronic check is necessary, LUWs contact **Rick Olson** at Amerinet to complete the Amerinet process. Make sure to include the CyberSource ID into the Amerinet agreement before faxing it to Rick.
9. Andrew Town at BofA works with local United Way & BofA’s Merchant Approval area to proceed smoothly through this stage
10. Bank of America creates the merchant account and terminal id (V#)
11. BofA monitors the account’s progress, notifies Local United Way when account is live
 1. BofA contacts to CyberSource.
 2. BofA informs local United Way of their Bank of America & Discover account numbers
 3. Merchant Services Online (MSOL) access for local United Way is ready immediately.
12. Local United Way contacts Andrew Town at BofA to set up training for MSOL
13. Bank of America’s Activation department trains Local United Way on MSOL usage via conference call
14. BofA reviews first deposits and verifies proper interchange qualification
15. BofA reviews the first monthly statement with the agencies via conference call
16. After verifying that everything is running smoothly and the agency’s questions have been answered, their relationship is handed over to an Account Manager at BofA

DOCUMENTATION OVERVIEW

During the setup process, please make sure you have the following items in hand. All the application forms for CyberSource and Merchant service will be available through Phenecia Allen at BofA. For electronic check, please contact **Evangeline Nasious** to receive a copy of the application agreement with Amerinet.

- Application Forms from BofA (Please contact Phenecia Allen at BofA)
- Application Forms for Cybersouce(Available through Appendix B)
- Application Forms for Amerinet(Available through Appendix C to D)
- Tax ID number
- Projected Credit Card transaction volume & average ticket
- Bank account number (including routing & transit numbers)
- Voided check
- Card types
- Website (URL)
- E-mail address
- 990 (tax form for Non-profit organizations)
- For existing American Express, please provide merchant numbers
- For existing Discover accounts, please provide merchant numbers

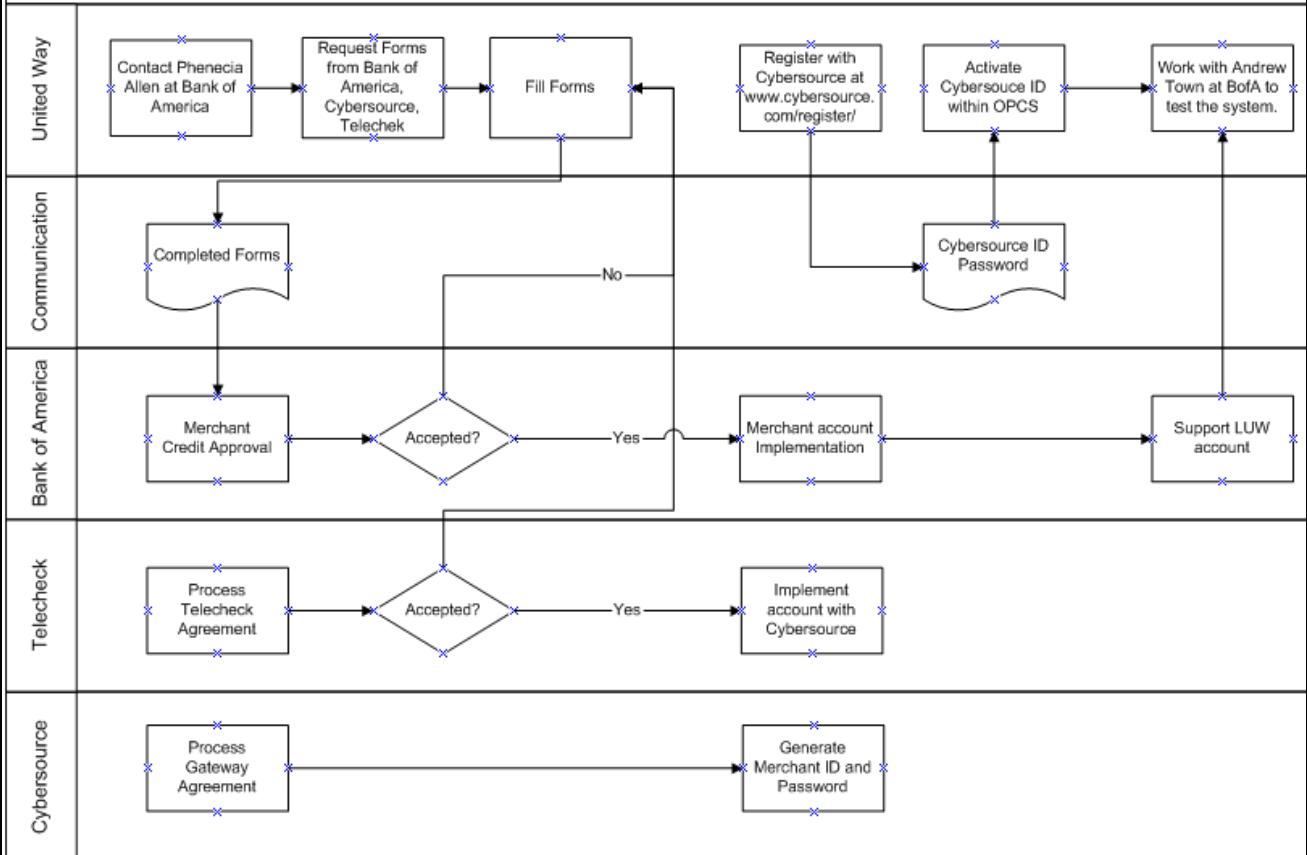
SETUP PROCESS

In order to initiate the setup process, the first step is to contact Michael Bryzek at United eWay. Wesley will provide an overview of the boarding process. The next step is to contact Phenecia Allen at Bank of America. Phenecia will provide an overview of the BofA/CyberSource and facilitate the credit approval process. The third step in the process is to fill the gateway agreement with CyberSource. The application form is provided in the appendix section. Please contact Michael Tooley with any questions about the gateway agreement with CyberSource. Once the agreement is filled and faxed to Michael Tooley, LUWs must register with CyberSource at www.CyberSource.com/register. Please make sure to select “Bank of America” as the merchant provider and “Vital” as the Processor. If the LUW would like to accept electronic check, there is an additional step. LUW must contact **Evangeline Nasious**. Evangeline will facilitate the Amerinet process. Again, the Amerinet application form is available through the appendix section of this document.

Once the setup process is completed successfully, LUWs must test the end-to-end electronic payment transaction. Andrew Town at BofA will work closely with the LUW to perform an end-to-end test of the application. Andrew can provide fictitious credit card numbers to simulate a live transaction. United eWay will provide a QA environment where LUWs will be able to run test through a fictitious website. Please contact Wesley Rios at United eWay for more information.

Below is a high level flow chart of the setup process:

Electronic Payment Boarding Process



RECONCILIATION PROCESS

Before proceeding to this phase of the process, please make sure that your United Way has already setup the merchant account with Bank of America and a gateway account with CyberSource. In addition, if your United Way would like to accept electronic check, it is necessary to have an account with Amerinet.

Thru the new interface with CyberSource's gateway, United eWay OPCS application will push a unique identifier code with each transaction. The ID code will be on the report provided by CyberSource and in addition on the report provided by Bank of America Merchant online. LUWs will be able to research all electronic transactions through the online reporting tool provided by CyberSource and actually follow up with settlement on the merchant online. As a best practice so far, United eWay recommend that LUW utilize the Merchant online report from Bank of America in order to support the reconciliation process. The reason is that the report that BofA Merchant Online generates provides information about the transaction that has already been settled and the fund has already been deposit into the LUW's bank account.

We have an agreement with Bank of America and they will provide each LUW with an overview of the reporting tool and training upon request. Again, the customer service is 24/7 and will be able to answer and question regarding the online tool. Please contact Andrew Town from Bank of America to setup an overview and a training session.

In order to access the reporting application, LUWs must log on to <https://ebc.CyberSource.com/> using the CyberSource ID and Password provided during the setup process. Any question about the online reporting tool can be addressed by accessing <http://CyberSource.custhelp.com/> or calling 888-417-2230. In order to see the online reporting tool, LUWs can log on to <https://ebctest.CyberSource.com> using our test account. The login information is as following: Username: Redriver; Password: 686868ou. The test account has all the different types of transaction: Recurring, One time, Electronic Check Transactions.

To reconcile any electronic check transaction, the reconciliation process is very similar. The unique donation ID will be generated by the United eWay system and pushed all the way thru CyberSource to the Amerinet system. The Amerinet will provide each LUW with an excel report identifying all the transaction that were successfully settled. Please contact Rick Olson from Amerinet if the LUW has an specific question regardint the reports from Amerinet.

The new feature will facilitate the reconciliation process since LUW will be able capture that donation ID from their bank statement and reconcile with the donation export from the Online Pledge Capture System (OPCS). Donation ID will be available at OPCS in the following locations:

- Confirmation page on donor site.
- Variable for use on confirmation email.
- Donation review tab.
- Donation export.

ACTIVATING CYBERSOURCE

Once the test is completed, LUWs will be able to activate the CyberSource gateway at the merchant account setting within the OPCS administrative site. The following screen shot provides a picture of the activation window. By inserting the CyberSource ID provided by Andrew Town at Bank of America and clicking on the check box, the system will automatically switch to CyberSource. Plug'n Pay and Select Payment information will disappear from the window never to be used again. Please be aware that once the gateway is activated, the process is irreversible.

Before activating CyberSource, the United eWay team highly recommends that LUWs are comfortable in utilizing the CyberSource and bank of America reporting platform during the reconciliation process for all electronic transactions. Please call CyberSource at 1-888-417-2230 if there are any questions around the reporting application. For questions pertaining to MSOL, please contact Andrew Town at BofA.

The screenshot shows a web browser window with the URL `https://admin.united-e-way.org/default.aspx`. The page title is "United eWay's Online Pledge Processing System" and includes links for "Administrator", "Help", "Buy Campaign Products", and "Logout". The main content area is titled "United Way (United Way of America)" and features a navigation menu with "United Way", "Merchant", "Contacts", and "Territories".

The "Merchant" section contains the following options and fields:

- Store payment information for manual processing at a later time
- Use Internet Payment Merchant(s)
- Select Payment Processing**
- Plug'n Pay**
 - Gateway Username: *
 - Gateway Password: (value not shown)
 - Confirm Password:
- CyberSource**
 - Merchant ID: *

At the bottom of the form, there are two buttons: "Save / Update" and "Cancel / Return". The browser's status bar at the bottom shows "Done" and the address "admin.united-e-way.org".

APPENDICES

- Appendix A Contact Lists
 United eWay
 Bank of America
 CyberSource
 Amerinet
- Appendix B CyberSource Agreement
 (Please contact Michael Tooley for the latest information)
- Appendix C Amerinet Merchant Account
 (Please contact Rick Olson for the latest information)
- Appendix D Bank of America – Not Available – Must contact Phenecia Allen

Appendix A

UNITED eWAY CONTACT LIST

<i>Name/E-Mail Address</i>	<i>Title/Department</i>	<i>Phone</i>	<i>FAX</i>
Michael Bryzek michael.bryzek@uwa.unitedway.org	Director of Technology	917-499-4027	212-701-2655
Joe Clawson joseph.clawson@uwa.unitedway.org	Director of Configuration Services	212-701-2647	212-701-2655
Cynthia Bucot cynthia.bucot@uwa.unitedway.org	Director of Finance	212-701-2645	212-701-2655

BANK OF AMERICA CONTACT LIST

<i>Name/E-Mail Address</i>	<i>Title/Department</i>	<i>Phone</i>	<i>FAX</i>
Andrew Town Andrew.town@bankofamerica.com	Relationship Manager	972-506-5693	972-692-5364
Phenecia Allen Phenecia.Allen@bankofamerica.com	Initial Contact	704-386-4889 704-386-6668	704-386-6668

CYBERSOURCE CONTACT LIST

<i>Name/E-Mail Address</i>	<i>Title/Department</i>	<i>Phone</i>	<i>FAX</i>
Customer Service		1-888-417-2230	
Michael Tooley mtooley@CyberSource.com	Relationship Manager	908-663-2112	908-663-2113

AMERINET CONTACT LIST

<i>Name/E-Mail Address</i>	<i>Title/Department</i>	<i>Phone</i>	<i>FAX</i>
Rick Olson rolson@debit-it.com	Integration Manager	727-524-8797 ext 113	727-524-8695 fax

Appendix B

CyberSource Gateway Agreement (Contact Michael Tooley (Appendix A) with any questions)

EXHIBIT A

CYBERSOURCE GATEWAY SERVICES AGREEMENT FOR AUTHORIZED UNITED WAY ORGANIZATIONS

This CyberSource Gateway Services Agreement (the "**Agreement** ") is entered into by and between CyberSource Corporation, a Delaware corporation with its principal office at 1295 Charleston Road, Mountain View, California 94043 ("**CyberSource**"), and [Double click to enter Company], a Non-Profit organization with its principal office at [Double click to enter Address.]("UW Organization" or "UWO").

: Definitions

Defined Terms. Unless the context requires otherwise, capitalized terms in this Agreement shall have the following meanings.

"Account." A unique identifier that is issued to UW Organization for each business unit within UW Organization's organization ("Business Unit") that will be using the Transaction Services hereunder. For the purposes of this Agreement, a Business Unit will be determined by billing address and technical contact information.

"Additional Login." A unique identifier that is issued to UW Organization in the event a Business Unit, to which an Account has already been issued, requests that such additional identifier(s) be issued.

"Confidential Information." Any data or information, oral or written, treated as confidential that relates to either party's (or, if either party is bound to protect the confidentiality of any third party's information, such third party's) past, present, or future research, development or business activities, including any unannounced products and services, any information relating to services, developments, Services Documentation (in whatever form or media provided), inventions, processes, plans, financial information, End-User data, revenue, transaction volume, forecasts, projections, and the financial terms of this Agreement. Notwithstanding the foregoing, Confidential Information shall not be deemed to include information if: (i) it was already known to the receiving party prior to the Effective Date of this Agreement, as established by documentary evidence; (ii) it is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) it has been rightfully received by the receiving party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) it has been approved for release by written authorization of the owner of the Confidential Information; or, (v) it has been independently developed by a party without access to or use of the Confidential Information of the other party.

"CyberSource Customer Support Center." Password-restricted area of the CyberSource website located at <http://www.CyberSource.com/support/> where UW Organization can download technical documentation, search the knowledgebase, download activity reports, and inquire about transactions processed by CyberSource on behalf of UW Organization.

"CyberSource Quotation." Document of the same name setting forth the specific products and/or services to be purchased by UW Organization hereunder and the fees payable for said products and/or services ("Quotation").

"CyberSource US Customer Price Schedule." Document of the same name, which is attached hereto, setting forth the fees chargeable by CyberSource to UW Organization for Transaction Services provided by CyberSource hereunder and which is attached hereto, if applicable (the "Price Schedule").

"End-User." Any individual or legal entity whose information will be submitted by the United Way of America, on behalf of UWO, to CyberSource during the course of UWO using the Transaction Services hereunder.

"Intellectual Property." All (i) copyrights (including, without limitation, the right to reproduce, distribute copies of, display and perform the copyrighted work and to prepare derivative works), copyright registrations and applications, trademark rights (including, without limitation, registrations and applications), patent rights, trade names, mask-work rights, trade secrets, moral rights, author's rights, privacy rights, publicity rights, algorithms, rights in packaging, goodwill and other proprietary rights, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or any other state, country or jurisdiction; (ii) intangible legal rights or interests evidenced by or embodied in any idea, design, concept, technique, invention, discovery, enhancement or improvement, regardless of patentability, but including patents, patent applications, trade secrets, and know-how; and (iii) all derivatives of any of the foregoing.

"Services Documentation." Collectively, the operating instructions, user manuals, help files, and other technical information and material, in written or electronic form, available from the CyberSource UW Organization Support Center, and that are intended for use in connection with the Transaction Services.

"Transaction Services." Pay-per-use, CyberSource-hosted, online transaction processing services of CyberSource, and customer support services applicable thereto, as such services are set forth in the Price Schedule and the Services Documentation.

Interpretation. References to Articles, Sections and Exhibits are to be construed as references to the Articles or Sections of, and Exhibits to, this Agreement, unless otherwise indicated, and terms such as "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to this entire Agreement rather than any particular part of the same.

: Services and fees

Services.

CyberSource shall provide the Transaction Services requested by UW Organization, including support services set forth in the Quotation, at the rates set forth in the Price Schedule. In the event of a conflict between pricing terms contained in the Quotation and the Price Schedule, the pricing terms contained in the Quotation shall prevail. UW Organization may add (an) additional integration solutions method(s), Account(s), and/or Additional Logins by submitting an executed Service Enhancement Request, which shall be incorporated into this Agreement.

UWO acknowledges and understands that this Agreement is a subagreement to the agreement between CyberSource and United Way of America, pursuant to which UWA is required to provide any and all technical and support services to UWO. Accordingly, UWO shall contact the appropriate personnel at UWA to address any and all inquiries, whether or not related to the services provided hereunder, provided that UWO shall be entitled to contact CyberSource regarding fees paid or payable by UWO to CyberSource.

Fees.

Fees applicable to services provided hereunder will be due thirty (30) days from UWO's receipt of each applicable invoice.

Minimum Monthly Transactions Fees apply to each Account issued to UW Organization hereunder. For example, each Account is subject to a minimum monthly transaction fee. CyberSource shall be entitled to revise the Price Schedule at any time, provided that CyberSource gives written notice to UW Organization at least sixty (60) days prior to the effective date of any such revision.

Interest shall accrue at the lesser of 1.0% per month or the maximum amount permitted by applicable law ("Late Fee") for any fees that remain unpaid beyond any due dates set forth in this Article II. In the event of a dispute made in good faith as to the amount of fees, UW Organization agrees to remit payment on any undisputed amount(s); and, the Late Fee shall not accrue as to any disputed amounts unless not paid within thirty (30) calendar days after said dispute has been resolved by both parties.

: intellectual property

INTELLECTUAL PROPERTY.

UW Organization acknowledges and agrees that except for the rights and licenses expressly granted to UW Organization in this Agreement, CyberSource shall retain all right, title and interest in and to the Transaction Services, Services Documentation, and any derivatives of the foregoing ("CyberSource IP"); and, nothing contained in this Agreement shall be construed as conferring upon UW Organization by implication, operation of law, estoppel, or otherwise, any other license or right. UW Organization SHALL NOT: (1) use, reproduce, distribute, or permit others to use, reproduce, or distribute any CyberSource IP for any purpose other than as specified in this Agreement; (2) make CyberSource IP available to unauthorized third parties; (3) rent, electronically distribute, timeshare, or market CyberSource IP by interactive cable, remote processing services, service bureau or otherwise; or, (4) directly or indirectly modify, reverse engineer, decompile, disassemble, or derive source code from any CyberSource IP.

: Warranties and disclaimers

CYBERSOURCE WARRANTIES.

With respect to Transaction Services, CyberSource represents and warrants that the Transaction Services provided to UW Organization hereunder will conform substantially to specifications set forth in the applicable Services Documentation, as may be amended from time to time at CyberSource's sole discretion.

With respect to Transaction Services, CyberSource further represents and warrants that, at all times while this Agreement is in effect, CyberSource will maintain compliance with the Visa Cardholder Security Information Program or other comparable industry standards governing physical security of End-User data.

The preceding warranties will NOT apply if: (i) any products, services, or deliverables provided hereunder are used in material variation with this Agreement or the applicable documentation; (ii) any products, services, or deliverables licensed hereunder or any part thereof have been modified without the prior written consent of CyberSource; or, (iii) a defect in any products, services, or deliverables provided hereunder has been caused by any of UW Organization's malfunctioning equipment or third party software.

In the event UW Organization discovers that any products, services, or deliverables are not in conformance with the representations and warranties set forth in Section 4.1.a

through Section 4.1.b and reports such non-conformity to CyberSource. CyberSource will, at CyberSource's discretion, (i) exercise commercially reasonable efforts to correct the non-conformity at no additional charge to UW Organization, or (ii) refund the fees paid for the non-conforming products, services, or deliverables during the ninety (90) day period preceding UW Organization's discovery of such non-conformity. THE REMEDY STATED IN THIS PARAGRAPH CONSTITUTES UW ORGANIZATION'S SOLE AND EXCLUSIVE REMEDY AND CYBERSOURCE'S ENTIRE LIABILITY UNDER SECTIONS 4.1.a THROUGH SECTION 4.1.d.

CyberSource further represents and warrants that CyberSource will not use or disclose unique, non-public End-User data submitted by UW Organization except as reasonably necessary (i) to provide the Transaction Services to UW Organization hereunder, (ii) to provide fraud screen services generally without disclosing personally identifiable End-User information, or, (iii) as otherwise permitted or required by law.

UW ORGANIZATION WARRANTIES

With respect to UW Organization's use of Transaction Services, UW Organization hereby represents and warrants that it will provide all reasonably necessary disclosures and/or obtain all reasonably necessary consents from each End-User prior to transmitting such End-User information to CyberSource.

With respect to UW Organization's use of Transaction Services, UW Organization further represents and warrants that, at all times while this Agreement is in effect, UW Organization shall maintain and adhere to all reasonable security measures to protect UW Organization Systems and the data contained therein from unauthorized control, tampering, or any other unauthorized access. For the purposes of this Section 4.2.b, "UW Organization Systems" shall mean the computer systems operated by or on behalf of UW Organization that capture or store End-User data, or that transmit End-User data to CyberSource.

UW Organization represents and warrants that (i) UW Organization has all necessary rights and authorizations to the products or services, the sale or distribution for which UW Organization is using the Transaction Services; and, (ii) UW Organization does and will comply with all applicable laws and regulations of the United States as related to its use or license of any products or services hereunder.

DISCLAIMERS

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE UW ORGANIZATION. THIS DISCLAIMER OF WARRANTY EXTENDS TO UW ORGANIZATION AND USERS OF UW ORGANIZATION'S PRODUCTS AND SERVICES AND IS IN LIEU OF ALL WARRANTIES AND CONDITIONS WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE PRODUCTS AND SERVICES, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

UW ORGANIZATION UNDERSTANDS AND AGREES THAT CYBERSOURCE SHALL BEAR NO RISK WITH RESPECT TO UW ORGANIZATION'S SALES OF ITS PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY RISK ASSOCIATED WITH CREDIT CARD FRAUD OR CHARGEBACKS.

UW ORGANIZATION UNDERSTANDS AND AGREES THAT, WHILE THE EXPORT CONTROL SERVICE IS DESIGNED TO HELP ONLINE BUSINESSES COMPLY WITH SOME REQUIREMENTS OF THE EXPORT CONTROL LAWS OF THE UNITED STATES, THE EXPORT CONTROL SERVICE IS IN NO WAY DESIGNED TO GUARANTEE UW ORGANIZATION'S COMPLIANCE WITH SUCH REGULATIONS, AND THAT UW ORGANIZATION BEARS THE ULTIMATE RESPONSIBILITY FOR FULL COMPLIANCE WITH SUCH EXPORT CONTROL LAWS.

UW ORGANIZATION UNDERSTANDS AND AGREES (i) THAT NEITHER CYBERSOURCE NOR ITS THIRD-PARTY VENDORS CAN GUARANTEE THE ACCURACY OF TAX OR VAT RATES OBTAINED FROM TAXING AUTHORITIES, AND, (ii) THAT UW ORGANIZATION BEARS THE ULTIMATE RESPONSIBILITY FOR THE PROPER PAYMENT OF TAXES APPLICABLE TO UW ORGANIZATION'S SALES OF ITS PRODUCTS OR SERVICES.

: indemnification and limitation of liability

INDEMNIFICATION

Each Party (the "Indemnifying Party") will defend at its expense any legal cause of action brought against the other party, its officers, directors, employees, and the successors and assigns of the foregoing (the "Indemnified Party"), to the extent that such cause of action is based upon a claim that any services or products of the Indemnifying Party infringe a copyright, patent, trade secret, or other intellectual property rights of a third party under the laws of the United States, Canada, or Europe. The Indemnifying Party will pay those costs and damages incurred by the Indemnified Party which are attributable to any such claim, provided that (i) the Indemnified Party notifies the Indemnifying Party in writing promptly after the Indemnified Party becomes aware of such claim (provided that the failure to so notify shall not affect the Indemnified Party's rights to indemnification hereunder unless, and then only to the extent that, the Indemnifying Party has been actually prejudiced thereby); and, (ii) the Indemnifying Party has sole control of the settlement, compromise, negotiation, and defense of any such action (provided that the Indemnifying Party may not agree to any settlement that involves injunctive or equitable relief affecting the Indemnified Party or admission of liability by the Indemnified Party without obtaining the Indemnified Party's prior written consent); and, (iii) the Indemnified Party cooperates, in good faith, in the defense of any such legal action.

Should any of the Indemnifying Party's products or services become, or in the Indemnifying Party's opinion is highly likely to become, the subject of a claim of infringement, the Indemnifying Party may, at its option, (i) obtain the right for the Indemnified Party to continue using said products or services; (ii) replace or modify the Indemnifying Party's products or services with substantially similar products or services so that they are no longer infringing or reduces the likelihood that they will be determined to be infringing; or (iii) if neither of the foregoing options is commercially reasonable, terminate this Agreement.

The Indemnifying Party shall have no liability for any claim of infringement based on (i) products or services of the Indemnifying Party which have been modified by parties other than the Indemnifying Party; (ii) the Indemnified Party's use of the Indemnifying Party's products or services in conjunction with data where use with such data gave rise to the infringement claim; (iii) failure of the Indemnified Party to install upgrades or patches provided by the Indemnifying Party where such upgrade or patch would have removed the infringing condition; or, (iv) the Indemnified Party's use of the Indemnifying Party's products or services in a manner inconsistent with documentation provided with such products or services; or, (v) the Indemnified Party's use of the Indemnifying Party's products or services with software or hardware not authorized by the Indemnifying Party, where use with such other software or hardware gave rise to the infringement claim.

The rights and obligations set forth in this Section 5.1 shall be the Indemnified Party's sole and exclusive remedy and the Indemnifying Party's sole and exclusive liability with respect to claims based on infringement of third-party intellectual property rights.

LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES (i) SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFITS OR BUSINESS, COSTS OF DELAY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR SUCH PARTY'S LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE; OR (ii) SHALL THE ENTIRE LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER THIS AGREEMENT, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE FEES PAID OR PAYABLE TO CYBERSOURCE HEREUNDER DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

THE EXCLUSIONS AND LIMITATIONS OF SECTION 5.2a. ABOVE DO NOT APPLY TO ANY BREACH OF OBLIGATIONS HEREUNDER REGARDING LICENSE, CONFIDENTIALITY, INTELLECTUAL PROPERTY, OR INDEMNIFICATION FOR INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR LIABILITY ARISING FOR BODILY INJURY OR DEATH OF A PERSON, OR IN STATES THAT PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY.

IN THE EVENT UW ORGANIZATION USES TAX SERVICES, WHICH ARE PART OF THE TRANSACTION SERVICES, AND TO THE EXTENT TAX SERVICES ARE PROVIDED BY TAXWARE, (i) TAXWARE SHALL NOT BE LIABLE TO UW ORGANIZATION OR ANY THIRD PARTY FOR INCIDENTAL, SPECIAL, INDIRECT, RELIANCE, FORESEEABLE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO THE LOSS OF PROFITS OR DAMAGES STEMMING FROM INACCURATE DATA OR LOSS OF DATA, EVEN IF TAXWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND, (ii) THE TOTAL LIABILITY OF TAXWARE FOR ANY AND ALL DAMAGES ARISING IN CONNECTION WITH UW ORGANIZATION'S USE OF TAX SERVICES HEREUNDER, INCLUDING WITHOUT LIMITATION DIRECT DAMAGES, SHALL NOT EXCEED THE AMOUNT PAID BY UW ORGANIZATION TO CYBERSOURCE FOR TAX SERVICES DURING TWELVE-MONTH PERIOD PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO UW ORGANIZATION'S DAMAGES.

: term and termination

TERM AND TERMINATION OF AGREEMENT.

The initial term ("Initial Term") of this Agreement shall be one (1) year beginning from the Effective Date. Thereafter, this Agreement will renew automatically for additional terms of one (1) year (each a "Renewal Term") unless either party provides written notice to the other party, at least thirty (30) days prior to the commencement of any Renewal Term, that the Agreement shall not so renew.

The Agreement may be terminated by either party at any time in the event of a material breach by the other party that remains uncured after thirty (30) calendar days written notice thereof.

This Agreement will terminate immediately, without any requirement of notice by CyberSource, in the event of any termination or expiration of the agreement between the United Way of America and CyberSource, to which this Agreement is an exhibit.

The Agreement may be terminated by either party effective immediately and without any requirement of notice, in the event that (i) the other party files a petition, in bankruptcy, seeking any reorganization, arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; (ii) a receiver, trustee, or similar officer is appointed for the business or property of such party; (iii) any involuntary petition or proceeding, under bankruptcy or insolvency laws, is instituted against such party and not stayed, enjoined, or discharged within sixty (60) days; or (iv) the other party adopts a resolution for discontinuance of its business or for dissolution.

Except as otherwise provided in this Agreement, within thirty (30) calendar days of termination of this Agreement, the Receiving Party shall, at the Disclosing Party's discretion, (i) return to the other party all materials belonging to the other party that constitutes Disclosing Party's Confidential Information and/or Intellectual Property; or (ii) destroy all materials that constitute Confidential Information and/or Intellectual Property of the Disclosing Party and provide to the Disclosing Party written certification signed by an authorized officer of the Receiving Party that all such information was so destroyed.

In the event that CyberSource reasonably believes that UW Organization's conduct (including, without limitation, intentionally transmitting inaccurate and/or incomplete data to CyberSource) or its products violate applicable law or pose a threat to CyberSource's systems, equipment, processes, or Intellectual Property (the "Threatening Condition"), CyberSource will provide UW Organization with notice by e-mail or telephone of the Threatening Condition, upon receipt of which UW Organization agrees to exercise best efforts to cure said Threatening Condition. If in the reasonable and good faith determination of CyberSource, the Threatening Condition poses an imminent or actual threat to CyberSource's systems, equipment, processes, or Intellectual Property, UW Organization agrees to suspend any and all activity on UW Organization's Account(s) and any Additional Logins until such threat is cured; but, CyberSource may deactivate the Account(s) and any Additional Logins until the threat is cured if UW Organization does not suspend such activity. In any event, CyberSource may terminate this Agreement without further requirement of notice if the Threatening Condition remains uncured more than thirty (30) calendar days after UW Organization is notified of the Threatening Condition.

Notwithstanding any provision in this Agreement to the contrary, either party may terminate this Agreement, without cause, with at least sixty (60) calendar days prior written notice.

: general terms

CONFIDENTIAL INFORMATION.

Each Party (the "Receiving Party") hereby agrees (i) to hold the other party's (the "Disclosing Party") Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person; (iii) not to make any use whatsoever at any time of such Confidential Information except as contemplated 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, (v) not to copy or reverse engineer any such Confidential Information, and (vi) that any employee, subcontractor, or agent given access to any such Confidential Information must have a legitimate "need to know" and shall be bound in writing to comply with the Receiving Party's confidentiality obligations, whether generally or specific to this Agreement.

Notwithstanding any provision in this Agreement to the contrary, each party may disclose Confidential Information of the other party to the extent it is required to be disclosed pursuant to a valid order or requirement of a governmental agency or court of competent jurisdiction, provided that the owner of the Confidential Information shall be given reasonable notice of the pendency of such an order or requirement and the opportunity to contest it.

EQUITABLE REMEDIES. EACH PARTY ACKNOWLEDGES AND AGREES THAT DUE TO THE UNIQUE NATURE OF INTELLECTUAL PROPERTY, LICENSES, AND CONFIDENTIAL INFORMATION, THERE CAN BE NO ADEQUATE REMEDY AT LAW FOR ANY BREACH OF ITS OBLIGATIONS HEREUNDER, THAT ANY SUCH BREACH MAY ALLOW THE BREACHING PARTY OR THIRD PARTIES TO UNFAIRLY COMPETE WITH THE BREACHED PARTY RESULTING IN IRREPARABLE HARM TO THE BREACHED PARTY, AND THEREFORE, THAT UPON ANY SUCH BREACH OR ANY THREAT THEREOF, THE BREACHED PARTY SHALL BE ENTITLED TO APPROPRIATE EQUITABLE RELIEF, WITHOUT THE REQUIREMENT OF POSTING A BOND, IN ADDITION TO WHATEVER REMEDIES IT MIGHT HAVE UNDER THIS AGREEMENT OR AT LAW.

MARKETING. EXCEPT FOR ANY ANNOUNCEMENT INTENDED SOLELY FOR INTERNAL DISTRIBUTION OR ANY DISCLOSURE REQUIRED BY LEGAL, ACCOUNTING OR REGULATORY REQUIREMENTS BEYOND THE REASONABLE CONTROL OF EITHER PARTY, ALL MEDIA RELEASES, PUBLIC ANNOUNCEMENTS OR PUBLIC DISCLOSURES (INCLUDING, BUT NOT LIMITED TO, PROMOTIONAL OR MARKETING MATERIAL) BY EITHER PARTY OR ITS EMPLOYEES OR AGENTS RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, OR INCLUDING THE NAME, TRADE NAME, TRADEMARK, OR SYMBOL OF THE OTHER PARTY, ARE PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF BOTH PARTIES. NOTWITHSTANDING THE FOREGOING, EITHER PARTY SHALL BE ENTITLED TO DISCLOSE THE EXISTENCE OF THE RELATIONSHIP FORMED HEREUNDER BETWEEN CYBERSOURCE AND UW ORGANIZATION WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY.

COMPLIANCE WITH EXPORT CONTROLS. UW ORGANIZATION UNDERSTANDS AND ACKNOWLEDGES THAT CYBERSOURCE IS SUBJECT TO REGULATION BY AGENCIES OF THE U.S. GOVERNMENT, INCLUDING THE U.S. DEPARTMENT OF COMMERCE, WHICH PROHIBIT EXPORT OR DIVERSION OF CERTAIN PRODUCTS AND TECHNOLOGY TO CERTAIN COUNTRIES, ENTITIES, AND INDIVIDUALS. ANY AND ALL OBLIGATIONS OF CYBERSOURCE TO PROVIDE ANY PRODUCTS OR SERVICES HEREUNDER SHALL BE SUBJECT IN ALL RESPECTS TO SUCH UNITED STATES LAWS AND REGULATIONS AS SHALL FROM TIME TO TIME GOVERN THE LICENSE AND DELIVERY OF TECHNOLOGY AND PRODUCTS ABROAD BY PERSONS SUBJECT TO THE JURISDICTION OF THE UNITED STATES, INCLUDING THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED, ANY SUCCESSOR LEGISLATION, AND THE EXPORT ADMINISTRATION REGULATIONS ("EAR") ISSUED BY THE DEPARTMENT OF COMMERCE, INTERNATIONAL TRADE ADMINISTRATION, BUREAU OF EXPORT ADMINISTRATION ("BXA"). UW ORGANIZATION AGREES NOT TO EXPORT OR RE-EXPORT ANY CYBERSOURCE IP IN VIOLATION OF ANY SUCH RESTRICTIONS, LAWS OR REGULATIONS. UNLESS ALL REQUIRED PERMITS AND/OR APPROVALS HAVE BEEN OBTAINED, UW ORGANIZATION SHALL NOT CAUSE, APPROVE OR OTHERWISE FACILITATE OTHERS SUCH AS AGENTS, SUBSEQUENT PURCHASERS, CUSTOMERS OR ANY OTHER THIRD PARTIES TO EXPORT OR RE-EXPORT ANY CYBERSOURCE IP. UW ORGANIZATION AGREES NOT TO DISTRIBUTE OR SUPPLY CYBERSOURCE IP TO ANY PERSON OR ENTITY IF UW ORGANIZATION BELIEVES THAT SUCH PERSON INTENDS TO RE-EXPORT OR OTHERWISE TO TAKE THE CYBERSOURCE IP OR TO USE THE CYBERSOURCE IP OUTSIDE OF THE UNITED STATES WITHOUT HAVING ALL REQUIRED PERMITS AND APPROVALS. THE CYBERSOURCE IP AND THE UNDERLYING INFORMATION OR TECHNOLOGY MAY NOT BE DOWNLOADED OR OTHERWISE EXPORTED OR RE-EXPORTED (I) INTO (OR TO A NATIONAL OR RESIDENT OF) CUBA, IRAN, IRAQ, LIBYA, NORTH KOREA, SUDAN, SYRIA OR ANY OTHER COUNTRY TO WHICH THE U.S. HAS EMBARGOED GOODS; OR, (II) TO ANYONE ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS OR THE U.S. COMMERCE DEPARTMENT'S TABLE OF DENIAL ORDERS.

RELATIONSHIP OF PARTIES. THE PARTIES SHALL PERFORM ALL OF THEIR DUTIES UNDER THIS AGREEMENT AS INDEPENDENT CONTRACTORS. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO GIVE EITHER PARTY THE POWER TO DIRECT OR CONTROL THE DAILY ACTIVITIES OF THE OTHER PARTY, OR TO CONSTITUTE THE PARTIES AS PRINCIPAL AND AGENT, EMPLOYER AND EMPLOYEE, FRANCHISER AND FRANCHISEE, PARTNERS, JOINT VENTURERS, CO-OWNERS, OR OTHERWISE AS PARTICIPANTS IN A JOINT UNDERTAKING. THE PARTIES UNDERSTAND AND AGREE THAT, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY GRANTS THE OTHER PARTY THE POWER OR AUTHORITY TO MAKE OR GIVE ANY AGREEMENT, STATEMENT, REPRESENTATION, WARRANTY, OR OTHER COMMITMENT ON BEHALF OF THE OTHER PARTY, OR TO ENTER INTO ANY CONTRACT OR OTHERWISE INCUR ANY LIABILITY OR OBLIGATION, EXPRESS OR IMPLIED, ON BEHALF OF THE OTHER PARTY, OR TO TRANSFER, RELEASE, OR WAIVE ANY RIGHT, TITLE, OR INTEREST OF SUCH OTHER PARTY.

GOVERNING LAW; CONSENT TO JURISDICTION. THIS AGREEMENT WILL BE DEEMED ENTERED INTO IN CALIFORNIA AND WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, 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. THE PARTIES AGREE THAT ANY DISPUTE ARISING UNDER THIS AGREEMENT WILL BE

RESOLVED IN THE STATE OR FEDERAL COURTS IN SANTA CLARA COUNTY, CALIFORNIA, AND THE PARTIES HEREBY EXPRESSLY CONSENT TO JURISDICTION THEREIN. ASSIGNMENT. THIS AGREEMENT MAY NOT BE TRANSFERRED OR ASSIGNED BY EITHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD. NOTWITHSTANDING THE FOREGOING, CONSENT OF THE OTHER PARTY SHALL NOT BE REQUIRED FOR ASSIGNMENT OR TRANSFER MADE BY (I) OPERATION OF LAW, OR (II) TO AN ENTITY THAT ACQUIRES SUBSTANTIALLY ALL OF ITS STOCK, ASSETS OR BUSINESS. EXCEPT AS PROVIDED IN THIS SECTION, ANY ATTEMPTS BY EITHER PARTY TO ASSIGN ANY OF ITS RIGHTS OR DELEGATE ANY OF ITS DUTIES HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY SHALL BE NULL AND VOID.

FORCE MAJEURE. NEITHER PARTY HERETO SHALL BE RESPONSIBLE FOR ANY FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT IF SUCH FAILURE IS CAUSED BY ACTS OF GOD, NATURAL DISASTERS, WAR, ACTS OF TERRORISM, STRIKES, REVOLUTIONS, LACK OR FAILURE OF TRANSPORTATION FACILITIES, LACK OR FAILURE OF PUBLIC UTILITIES, LAWS OR GOVERNMENTAL REGULATIONS OR OTHER CAUSES THAT ARE BEYOND THE REASONABLE CONTROL OF SUCH PARTY. OBLIGATIONS HEREUNDER, HOWEVER, SHALL IN NO EVENT BE EXCUSED BUT SHALL BE SUSPENDED ONLY UNTIL THE CESSATION OF ANY CAUSE OF SUCH FAILURE. IN THE EVENT THAT SUCH FORCE MAJEURE SHOULD OBSTRUCT PERFORMANCE OF THIS AGREEMENT FOR MORE THAN TEN (10) BUSINESS DAYS, THE PARTIES HERETO SHALL CONSULT WITH EACH OTHER TO DETERMINE WHETHER THIS AGREEMENT SHOULD BE MODIFIED OR TERMINATED. THE PARTY FACING AN EVENT OF FORCE MAJEURE SHALL USE COMMERCIALY REASONABLE EFFORTS TO REMEDY THAT SITUATION AS WELL AS TO MINIMIZE ITS EFFECTS. A CASE OF FORCE MAJEURE SHALL BE NOTIFIED TO THE OTHER PARTY BY ANY OF THE METHODS DESCRIBED IN THE NOTICES SECTION BELOW WITHIN FIVE (5) DAYS AFTER OCCURRENCE OF THE EVENT OF FORCE MAJEURE.

ENTIRE AGREEMENT. THIS AGREEMENT CONSTITUTES AND CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PRIOR ORAL OR WRITTEN AGREEMENTS. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE OTHER HAS NOT MADE ANY REPRESENTATIONS, WARRANTIES OR AGREEMENTS OF ANY KIND, EXCEPT AS EXPRESSLY SET FORTH HEREIN.

MODIFICATIONS, AMENDMENTS, AND WAIVERS.

This Agreement may not be modified or amended, including by custom, usage of trade, or course of dealing, except by an instrument in writing signed by duly authorized employees of both of the parties hereto. The waiver by either party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself.

COUNTERPARTS. THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS, INCLUDING COUNTERPARTS TRANSMITTED BY FACSIMILE, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL, AND ALL SUCH COUNTERPARTS SHALL CONSTITUTE ONE AND THE SAME AGREEMENT.

SURVIVAL. THE PROVISIONS OF THIS AGREEMENT RELATING TO PAYMENT OF ANY FEES OR OTHER AMOUNTS OWED, PAYMENT OF ANY INTEREST ON UNPAID FEES, CONFIDENTIALITY, DISCLAIMERS, WARRANTIES, LIMITATION OF LIABILITY, INDEMNIFICATION, GOVERNING LAW, SEVERABILITY, HEADINGS, AND THIS PARAGRAPH SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

SEVERABILITY. IF ANY PROVISION OF THIS AGREEMENT SHALL BE HELD ILLEGAL OR UNENFORCEABLE, THAT PROVISION SHALL BE LIMITED OR ELIMINATED TO THE MINIMUM EXTENT NECESSARY SO THAT THIS AGREEMENT SHALL OTHERWISE REMAIN IN FULL FORCE AND EFFECT AND ENFORCEABLE.

HEADINGS. THE HEADINGS IN THIS AGREEMENT ARE INTENDED FOR CONVENIENCE OR REFERENCE AND SHALL NOT AFFECT THE AGREEMENT'S INTERPRETATION.

NOTICES. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, ANY LEGAL NOTICE REQUIRED UNDER THIS AGREEMENT SHALL BE GIVEN IN WRITING AT THE ADDRESS SET FORTH BELOW, AS MAY BE AMENDED IN WRITING FROM TIME TO TIME, AND SHALL BE DEEMED TO HAVE BEEN DELIVERED AND GIVEN FOR ALL PURPOSES (I) ON THE DELIVERY DATE, IF DELIVERED BY HAND COURIER TO THE PARTY TO WHOM SUCH NOTICE IS DIRECTED; (II) TWO (2) BUSINESS DAY AFTER DEPOSIT WITH A COMMERCIAL OVERNIGHT CARRIER; (III) FIVE (5) BUSINESS DAYS WHEN MAILED BY UNITED STATES MAIL; AND, (IV) UPON COMPLETION OF TRANSMISSION, IF SENT VIA FACSIMILE WITH A CONFIRMATION OF SUCCESSFUL TRANSMISSION.

IF TO UW ORGANIZATION:

COMPANY:

ADDRESS:

ADDRESS:

CITY, STATE, ZIP:

FAX:

ATTN:

IF TO CYBERSOURCE:

CYBERSOURCE CORPORATION

1295 CHARLESTON ROAD

MOUNTAIN VIEW, CA 94043

FAX: 650-625-9160

ATTN: LEGAL DEPARTMENT

In witness whereof, the parties have executed this Agreement, as of the date last below written ("Effective Date").

UW ORGANIZATION: _____

Attn: _____

Address: _____

Phone: _____ Fax: _____

By: _____

(Signature of UW Organization's authorized employee)

Name: _____ Title: _____

E-mail: _____

Date: _____

CYBERSOURCE CORPORATION

1295 Charleston Road
Mountain View, CA 94043

650-965-6000 Fax: 650-625-9160
Legal@CyberSource.com

By: _____
(Signature of authorized CyberSource employee)

Name: _____ Title: _____

Date: _____

Appendix C

Amerinet Merchant Application Form (Contact **Rick Olson (Appendix A)** with Any Question)



16807B U.S. Hwy 19 N Clearwater, FL 33764

(727) 524-8797 ph • (727) 524-8695 fax

www.debit-it.com

MERCHANT ACCOUNT APPLICATION

Complete and sign this form and mail the original to AmeriNet or fax it to (727) 524-8695.

Company Name		Application Date	
Address		City	State Zip
Phone	Fax		URL
Main Contact	Email		Phone
Technical Contact	Email		Phone

Company Information

DUNS #		SIC Code(s)	Tax ID #
Years in Business		Years at Location	# Local Employees
Corporation Partnership	Public Private	Other Locations	Total Employees
Date Incorporated	State Incorporated	Corporation Name	
President / Owner		SSN	Personal or Cell Phone
CFO		SSN	Personal or Cell Phone
CIO		SSN	Personal or Cell Phone

Trade References

Name	Address	Phone	Account #

Merchant Accounts

Visa	Contact and Phone
Mastercard	Contact and Phone
American Express / Discover	Contact and Phone

Bank Accounts

Bank Name	Contact	Phone	Account
Please list Bank Account to be used for ACH Settlement:			
Bank Name:	Address	City, State, Zip	Phone / Fax Number
Account Name	Representative's Name	Routing Number	Account Number

Account Set-up Information – Please fill in completely

Transaction Information

Projected electronic check debit transactions per month:	Number	Average \$ Amount

How will you be collecting these transactions: (Please put a "X" in the box that applies)

In-Bound Call Out-Bound Calls Web Email US Mail Fax

How will you be promoting the subject product(s): (Please put a "X" in the box that applies)

TV Commercials Infomercials Web Email US Mail Magazine/News Ads

Product Information

Enter a complete description of the goods and/or services to be received by the holder of the accounts we are to debit on your behalf. Use Addendum page if there is not enough room here to list all products and descriptions. AmeriNet may require samples.

Product Name	Price Range
Add-on Sales	Manufacturer: Years on Market:
Description:	

Product Name	Price Range
Add-on Sales	Manufacturer: Years on Market:
Description:	

Product Name	Price Range
Add-on Sales	Manufacturer: Years on Market:

Description:

Fulfillment Information

If a third party is fulfilling orders for these products, complete the section below. If applicant company will be fulfilling, enter NA in name below.

Company Name				
Address		City	State	Zip
Phone	Fax		URL	
Main Contact	Email		Phone	
Technical Contact	Email		Phone	

Call Center Information

If a third party is receiving orders for these products, complete the section below.
If applicant company will be receiving orders, enter NA in name below.

Company Name				
Address		City	State	Zip
Phone	Fax		URL	
Main Contact	Email		Phone	
Technical Contact	Email		Phone	

Will you want us to re-submit NSF Items one more time?
--

Customer Service

What would you like to have on the customer's bank statement as a descriptor? Please limit to 10 Characters.

10 Character Descriptor

Who should our customer service representatives call if there are customer questions?

Name:	Phone:
-------	--------

What questions from customers arise regarding shipping, product price and/or refunds; how should we handle them?

--

AUTHORIZATION AND RELEASE

During the Merchant Account Application process, I hereby authorize AmeriNet, Inc., or its agent to procure a Due Diligence Report which I understand may include information regarding Merchant's credit worthiness, credit standing, credit capacity, general reputation, business characteristics, or other risk factors. This report may be compiled with information from credit bureaus, courts record repositories, government agencies including but not limited to occupational licensing or registration entities, business or trade references, and any other source required to verify information that I have voluntarily supplied herein and in the Merchant Account Application. I understand that I may request a complete and accurate disclosure of the nature and scope of the background verification; to the extent such investigation includes information bearing on Merchant's business practices, general reputation, business characteristics, or other risk factors.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

By Merchant	Date
Printed or Typed Name	Office/Title