



Merchant Agreement

This Merchant Agreement (“**Agreement**”) is entered by and between GeoTrust, Inc. and the Merchant listed below (“**Merchant**”), to be effective as of date of Merchant’s submission of the GeoTrust QuickPayments Services online enrollment form (“**Enrollment Form**”) to GeoTrust (“**Effective Date**”).

Merchant Name: _____	GeoTrust, Inc. (“GeoTrust”)
Merchant ID: _____	40 Washington Street, Suite 20 Wellesley Hills, MA 02481
Address: _____ _____ _____	Telephone: 781-235-4677 Fax: 781-235-4732
Telephone: _____	_____ Signature
Signature _____	_____ Printed Name/Title
Printed Name/Title _____	

GeoTrust offers two packages of services as well as optional service options (the “**Services**”).

Merchant has selected on the Enrollment Form either QuickPayments™ or QuickPayments™ Premium for use in commercial transactions with its customers.

Descriptions and corresponding fees for the items comprising the Services package and optional Services selected are described on the Enrollment Form, which is incorporated into this Agreement.

For purpose of this agreement, “**Transaction Fees**” refers to the fees due for each authorization, settlement or credit performed as part of the Services.

Merchant must fax or mail a signed copy of this Agreement to the GeoTrust Contracts Department at the number or address shown above.

THE ATTACHED TERMS AND CONDITIONS SHALL APPLY AND ARE A PART OF THIS AGREEMENT.

TERMS AND CONDITIONS

1. Services. GeoTrust will provide the Services selected by Merchant, as further described on the Enrollment Form. GeoTrust's provision of the Services is subject to changes in laws or other governmental regulations affecting the Services and rules and regulations of credit cardholder, issuer and processor associations.

It is Merchant's responsibility to establish a relationship with account providers and financial institutions; to establish, host and maintain Merchant's website and Internet connection; and to conduct all other commercial activities except for the Services.

2. Fees and Payment. Merchant will purchase the Services from GeoTrust for the amounts set forth in the Enrollment Form.

GeoTrust will invoice Merchant for all Services rendered to or otherwise made available to Merchant on a monthly basis. Payments shall be made by the following method: Merchant will provide credit card to be used for monthly payments on the Enrollment Form, and Merchant authorizes GeoTrust to charge such credit card.

After the initial one (1) year term, fees may be revised or replaced at GeoTrust's discretion at any time upon 60 days prior written notice from GeoTrust. Any such new fees will be considered as an amendment to this Agreement. If GeoTrust does not provide notice of new fees, then the then-current fees shall continue to apply until such time as GeoTrust provides written notice of new fees. Except for any taxes based on GeoTrust's net income, Merchant is responsible for and agrees to pay all taxes, fees, charges, and assessments levied by any government authority with respect to its purchase of the Services.

3. Term and Termination. The term of this Agreement will commence on the Effective Date and, unless terminated earlier in accordance with this paragraph, will continue for a period of one (1) year ("Initial Term"). This Agreement will renew thereafter automatically on the same terms and conditions for additional successive periods of one (1) year unless either party gives the other written notice of its intention not to renew at least 30 days prior to the end of the then-applicable term. Notwithstanding anything to the contrary herein, a party will be in default of this Agreement if it fails to perform any of its material duties or obligations under this Agreement and does not substantially cure such default within 30 days after written notice is given to it by the non-defaulting party and the non-defaulting party may terminate this Agreement upon written notice to the defaulting party. Upon a default by the Merchant, all remaining fees will become payable. All rights and obligations herein that have become absolute before expiration or termination of this Agreement or are of a continuing nature will survive any expiration or termination of the Agreement for any reason.

4. Refunds; Termination by Merchant. Merchant shall only be eligible for a refund under the following circumstances: (a)

if Merchant terminates this Agreement because GeoTrust's merchant account provider did not approve Merchant for a merchant account, GeoTrust shall refund 100% of any fees paid by Merchant to GeoTrust; (ii) if Merchant terminates during the first thirty (30) days of the Initial Term, GeoTrust shall not refund any set-up fees paid by Merchant but shall refund any other fees paid by Merchant; or (iii) if Merchant terminates at any time after the first thirty (30) days of the Initial Term, GeoTrust shall not refund any fees paid by Merchant.

In addition, if Merchant terminates this Agreement during the Initial Term under 4(iii) other than due to GeoTrust's default, Merchant shall pay, in addition to any fees that accrued through the date of termination, an early termination fee in the amount of \$175.00.

5. Proprietary Rights and Information. Unless otherwise provided in this Agreement, GeoTrust and/or its suppliers own all proprietary rights, including, but not limited to, copyrights, patents, trademarks, trade dress, and trade secrets relating to the Services, and this Agreement does not transfer any interest in any of those rights to Merchant.

If GeoTrust discloses to Merchant any information that GeoTrust identifies as confidential, Merchant shall maintain that information in confidence and shall not use it for any purpose other than as expressly permitted in writing by GeoTrust.

GeoTrust may disclose Merchant's transaction information as required by law, to resolve disputes, and in order to provide the Services. GeoTrust has implemented and will maintain security systems for transmitting transactional information that are understood in the industry to provide adequate security for such transmissions over the Internet. GeoTrust does not guarantee the security of the Services or such information, and GeoTrust will not be responsible in the event of any infiltration of its security systems, provided that GeoTrust has used commercially reasonable efforts to prevent such infiltration.

6. Merchant's Warranties and Responsibilities. Merchant represents and warrants that it has the right to enter into this Agreement and entering it will not result in a breach of any other agreement to which it is a party. Merchant further represents and warrants that it will abide by all applicable rules and regulations of its account provider and of all credit cardholder associations. Merchant agrees that it will not use, export or re-export the Services in violation of any laws or regulations of any applicable jurisdiction. Merchant shall report to GeoTrust any suspected defects relating to the Services and shall promptly inform GeoTrust of any complaints received by Merchant regarding the Services.

7. Independent Contractors. GeoTrust and Merchant are independent contractors, and nothing herein shall be construed as creating an employment, agency, franchise, joint venture or partnership relationship between them. Neither

party shall have any right, power or authority to enter any agreement for or on behalf of, or incur any obligation or liability, or to otherwise bind, the other party.

8. Disclaimer of Warranties. ALL GOODS AND SERVICES PROVIDED BY GEOTRUST UNDER THIS AGREEMENT ARE PROVIDED AS IS AND AS AVAILABLE. GEOTRUST MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY GOODS OR SERVICES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, CONDUCT, OR INDUSTRY PRACTICE. EXCEPT AS EXPRESSLY INDICATED HEREIN, NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY STATEMENT REGARDING CAPACITY, SUITABILITY FOR USE, OR PERFORMANCE OF ANY GOODS OR SERVICES, WHETHER MADE BY GEOTRUST'S EMPLOYEES OR OTHERWISE, SHALL BE DEEMED TO BE A WARRANTY BY GEOTRUST FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF GEOTRUST. Merchant acknowledges that GeoTrust has not represented or warranted that the Services will be uninterrupted, error free, or without delay or some inaccuracies. Except for the obligation to pay, neither party will be liable to the other for a delay in the performance of any obligation under this Agreement that is caused by any cause beyond the control of the party whose performance is delayed.

9. Limitations of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR WITH RESPECT TO THE USE, OPERATION, OR SUPPORT OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, OR STRICT LIABILITY, OR DAMAGES CAUSED BY HACKERS, CODE DEVELOPED WITH MALICIOUS INTENT, INTERRUPTED COMMUNICATIONS, LOST BUSINESS, LOST DATA, OR LOST PROFITS, EVEN IF GEOTRUST OR MERCHANT HAS BEEN ADVISED OF, OR KNOWS OR SHOULD KNOW OF, THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL GEOTRUST'S AGGREGATE LIABILITY FOR DAMAGES FOR ANY CLAIM RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE OR TORT, EXCEED THE TOTAL FEES AND CHARGES PAID BY MERCHANT FOR THE APPLICABLE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING ANY SUCH CLAIM.

10. Indemnification. Subject to the limitations of liability provided in this Agreement, GeoTrust shall indemnify and hold Merchant harmless from and against any and all liability, claims, damages, costs, and expenses, including reasonable attorney's fees, arising out of any and all third-party suits or proceedings based upon any claim that the Services infringe any proprietary right of a third party. GeoTrust, at its option,

may defend or settle any such suit or proceeding. Merchant shall indemnify, defend and hold GeoTrust, its officers, directors, employees, agents, affiliates, successors and assigns harmless from and against any and all liability, claims, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of or relating to (i) any breach by Merchant of this Agreement, (ii) the sale or use of any products or services purchased by Merchant's customers, or (iii) claims brought or damages suffered by any Merchant account provider, customer or prospective customer relating to Merchant's or its agents' operation of the Services. The indemnifying party's obligations under this paragraph are conditioned upon its being given (i) prompt written notice by the indemnified party of each such suit or proceeding and (ii) the right to control and direct the investigation, defense, and settlement of each such suit or proceeding.

11. Notices. Any notices required or permitted by this Agreement shall be sent to the addresses on the cover page by courier or registered or certified mail with return receipt requested. Notices shall be deemed given upon personal delivery to the addressee, or three days after the date of mailing if sent by registered or certified mail. Either party may change its address for purposes of this Agreement by notifying the other party in accordance with the terms of this paragraph.

12. Name and Logo. Merchant agrees to allow GeoTrust to place their name and logo on the GeoTrust website and promotional materials.

13. Choice of Law and Venue. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws provisions. Each party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the state and federal courts located in Massachusetts, for any action, suit or proceeding arising out of or relating to this Agreement.

14. Miscellaneous. Except as described herein, this Agreement may not be modified except in a subsequent writing signed by both parties. All captions and titles in this Agreement are for convenience of reference only and are without legal significance or effect. Without the express, prior written consent of GeoTrust, Merchant may not assign its rights or delegate its duties under this Agreement, and any such assignment or delegation shall be deemed void and of no effect. The failure by either party at any time or for any period of time to enforce any provision of this Agreement shall not be construed as a waiver of that provision and shall not affect that party's right to enforce that or any other provision at a later date. This Agreement may be executed in two or more counterparts, all of which shall constitute a single Agreement. The fees, terms and conditions stated in this Agreement shall apply to all purchases of the Services by Merchant from GeoTrust, irrespective of any provisions in Merchant's purchase orders or any other business forms or correspondence. This Agreement constitutes the entire agreement between the parties and supersedes any prior written or oral agreement or understanding with respect to the subject matter hereof.

