



eXpressTranSM Service

Billing Authorization and Agreement

Merchant	Address
d.b.a. Name (if different than above)	City, State, ZIP
One Time Setup Fee: \$ _____	
\$	Per
Fee for eXpressTran Service	Frequency
Signature*	Printed Name/Title
Date	Phone Number

FAX this Agreement to 727-431-4545 or send to SDC, 10700 76th Court, Largo, FL 33777, Attention: Controller.

***Must be an authorized signatory. In addition, this signature indicates that Merchant has read and agrees to the terms and conditions set forth below and on the reverse side hereof.**

eXpressTranSM SERVICE AGREEMENT TERMS AND CONDITIONS

DEFINITIONS:

Connectivity. "Connectivity" means telecommunications connectivity and network services for transmitting data between the Internet and the Destination Point(s).
Destination Point. A third party location for a designated credit card bank, clearinghouse or processor which receives data from Connectivity and transmits data to Connectivity.
Merchant Activation File. "Merchant Activation File" means the electronic file enabling Merchant to process financial transactions using the Software.
Merchant Location. "Merchant Location" means the location from which Merchant uses Software to process financial transactions using Merchant's "always on" Internet provider.
Merchant Services. "Merchant Services" is the process of gathering, assimilating and testing the essential information to create a Merchant Activation File including, but not limited to Site Activation, Merchant Activation File Redistribution and Merchant Activation File Delivery. Merchant Services are subject to additional fees.
Scheduled Service Hours. "Scheduled Service Hours" mean 24 hours per day, 7 days per week, 365 days per year, major holidays included.
Software. "Software" means the SDC software provided to Merchant pursuant to this Agreement and, if applicable, SDC software previously provided to Merchant.
Software Support. "Software Support" means SDC personnel support and services made available to Merchant including reasonable telephone communication for supporting the functionality of the Software in accordance with the published Documentation and the published technical specifications of the Destination Point(s) for which Merchant has licensed Software.
Support Services. "Support Services" mean one or more of the following services: Software Maintenance Updates, Software Version Releases, Remote Activation, Remote Installation and Remote Upgrade. Support Services are subject to additional fees.

1. Services. SDC shall provide Merchant with Connectivity, Software and Software Support (herein referred to as "eXpressTranSM Service" or "Services"). In addition, SDC shall provide Merchant with Support Services and Merchant Services when requested by Merchant.

2. License Grant. SDC hereby grants to Merchant a non-exclusive license to use the Software solely in connection with the Services, Support Services and Merchant Services described herein. The Software license granted hereunder is coterminous with the Services. No Software source code will be provided or offered to Merchant under this Agreement. Except as provided herein, Merchant may not assign, sublicense, transfer, pledge, lease, rent, or share its rights under this Agreement. All other license rights in and to the Software, including the rights to use, copy or modify, are prohibited.

3. Fees. Merchant agrees to pay SDC fees for Services, Support Services and Merchant Services. Fees for Services shall be billed in advance to Merchant for the then current billing cycle in its entirety.

4. Payment. Merchant shall pay invoiced amounts within the allotted number of days as presented on and from the date of SDC's invoices in U.S. Dollars, subject to the approval by SDC of the amount and terms of credit. The amount of credit or terms of payment may be changed or credit may be withdrawn by SDC at any time. If Merchant fails to pay fees, then, in addition to all other rights and remedies at law or otherwise, SDC shall have right to charge Merchant, and Merchant shall have the obligation to pay, late payment charges equal to 1.5% per month on the unpaid amount for the period starting with date payment was due and ending when the full payment is made. In addition, SDC will be entitled to recover from Merchant all costs incurred to obtain full payment, including attorneys' fees.

5. Change of Services. Merchant may request a change in the Services it is being provided by requesting such change in writing to SDC with notice of at least thirty (30) days. Prior to implementing the requested change in Services, SDC will advise Merchant as to changes in the fees, if any, to be billed Merchant due to the changed level of Services, and Merchant shall provide SDC with written approval of such fee changes.

6. Confidential Information. Each party hereto shall use the same care and discretion, but in no event less than reasonable care and discretion, to prevent disclosure, publication, or dissemination of the other party's Confidential Information (defined below) as it employs with similar information of its own; and shall not use, reproduce, distribute, disclose, or otherwise disseminate the Confidential Information except in connection with the performance of its obligations under this Agreement. As used herein the term "Confidential Information" means any and all data and information relating to the business of the disclosing party of which the receiving party becomes aware as a consequence of, or through, this Agreement and which has been reduced to tangible form and marked clearly and conspicuously with a legend identifying its confidential or proprietary nature; provided, however, that Confidential Information does not include any data or information which is already known to the receiving party, or which (i) has become generally known to the public through no wrongful act of the receiving party; (ii) has been rightfully received by the receiving party from a third party without restriction on disclosure and without, to the knowledge of the receiving party, a breach of an obligation of confidentiality running directly or indirectly to the other party hereto; (iii) has been disclosed pursuant to a requirement of a governmental agency or of law without similar restrictions or other protection against public disclosure, or is required to be disclosed by operation of law; (iv) is independently developed by the receiving party without use, directly or indirectly, of the

(continued on reverse side)

Confidential Information received from the other party hereto; or (v) is furnished to a third party by the disclosing party hereunder without restrictions on the third party's right to disclose the information.

7. Warranty And Disclaimer. SDC warrants its services will be performed in a professional, workmanlike and timely manner in accordance with applicable professional standards and shall reperform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

THE PRECEDING STATEMENT IS SDC'S ONLY WARRANTY CONCERNING THE SERVICES, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 7, SDC DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE OR NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, SUPPORT SERVICES, MERCHANT SERVICES OR SOFTWARE PROVIDED HEREUNDER.

8. Indemnification. SDC shall indemnify and hold harmless Merchant, its officers, directors, employees and agents, from and against any claim, that Merchant's use of the Services or Software infringes an existing U.S. patent, copyright or trade secret. SDC will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Merchant. SDC will not indemnify Merchant, however, if the claim of infringement is caused by (1) Merchant's misuse or modification (unless approved by SDC) of such Services or Software; (2) Merchant's failure to use corrections or enhancements made available by SDC; or (3) Merchant's use of such Services and/or Software in combination with any process and/or product not approved by SDC. If any such Service or Software is, or in SDC's opinion is likely to be, held to constitute an infringing process or product, SDC shall at its expense and option either (1) procure the right for Merchant to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it a non-infringing equivalent. The foregoing remedies constitute Merchant's sole and exclusive remedies and SDC's entire liability with respect to infringement.

Merchant shall indemnify and hold harmless SDC and its employees or agents from and against any claims, demands, loss, damage, or expense relating to damage to any of SDC's tangible personal property or personal injury to SDC and its employees or agents while on Merchant's premises, except to the extent any such claim is determined to have resulted from the negligence or misconduct of SDC.

To receive the foregoing indemnities, the party seeking indemnification must notify the other in writing of a claim or suit promptly and provide reasonable cooperation (at the indemnifying party's expense). The indemnified party will retain authority to approve or disapprove settlement approval, not to be unreasonably withheld.

9. Disclaimer and Limitation of Liability. SDC disclaims any responsibility for the accuracy of any data or other information delivered to Merchant which is produced with or from data provided by Merchant or a Destination Point. SDC does not assure uninterrupted or error-free Services. In addition, SDC shall not be liable for any disruptions to the Services caused by Merchant's, Merchant's Location, or a Destination Point's actions, inactions, equipment malfunctions, telecommunications or Internet failures or power losses. SDC's maximum liability (whether in contract, tort, negligence, strict liability or by statute or otherwise) to, and the sole remedy of, Merchant or any third party concerning performance or non-performance or otherwise related to this Agreement (excluding Section 10) shall be a refund to Merchant for fees paid to SDC for the portion of the Services giving rise to such claim. SDC's liability to Merchant for actual damages for any cause whatsoever, regardless of the form of the action, will be strictly limited to a maximum of the fees paid to SDC for the prior three (3) months.

10. No Consequential, Incidental or Special Damages. INNOEVENT WILL SDC BE LIABLE TO MERCHANT FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF THE SERVICES, SUPPORT SERVICES, MERCHANT SERVICES OR THE USE OF SOFTWARE PROVIDED UNDER THIS AGREEMENT, EVEN IF SDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

11. Force Majeure. No party shall be responsible for, or be considered to be in breach hereunder because of, failure or delay in delivery of any service hereunder, nor shall any Party be responsible for failure or delay in receiving such service, if caused by an act of God or public enemy, war, government acts or regulations, fire, flood, embargo, quarantine, epidemic, labor stoppages beyond its reasonable control, accident, unusually severe weather, malicious acts of third parties (including, without limitation, the introduction of computer viruses), interruption of telecommunications service, or other cause similar or dissimilar to the foregoing beyond its reasonable control. If a force majeure interrupts

SDC's Services, Merchant shall continue to pay SDC's fees and SDC shall make all reasonable efforts to restore Services and pay the additional cost to do so. If SDC is unable to substantially restore Services within one week after the force majeure event, then Merchant may, upon notice to SDC, abate payment to the extent Services are not performed and obtain similar services from a third party at Merchant's expense.

12. Term and Termination. The Initial Term of this Agreement is three (3) years and shall automatically be renewed and shall continue to be renewed for successive one-year periods after the Initial Term, unless amended by mutual written agreement of Merchant and SDC or terminated pursuant to termination provisions. Except as otherwise provided herein, Merchant may terminate this Agreement after the Initial Term without cause by giving SDC ninety (90) days prior written notice. In addition, Merchant may terminate this Agreement prior to the end of the Initial Term by giving SDC ninety (90) days prior written notice and paying SDC the remaining fees due SDC for the remainder of the Initial Term within thirty (30) days of such written notice.

Notwithstanding anything herein contained to the contrary, if SDC fails to observe, keep or perform any provision of this Agreement if such failure continues unremedied for ten (10) days after SDC has received written notice from Merchant of such failure, then this Agreement may be terminated, at the option of Merchant, without further liability on the part of Merchant.

In the event of termination or expiration of this Agreement, all Merchant's property in SDC's possession shall be forwarded to Merchant, at SDC's expense and SDC's property and all SDC's work in Merchant's possession shall be forwarded to SDC, at Merchant's expense. Upon termination or expiration of this Agreement, Merchant shall pay SDC for all fees due up to the effective date of termination or expiration.

13. Monetary Default. Notwithstanding anything contained in this Agreement to the contrary, in the event that Merchant shall be in monetary default of this Agreement for a period of ten (10) days, SDC shall be excused from the performance of all its obligations hereunder. Additionally, SDC may terminate this Agreement at anytime following such monetary default by providing written notice to Merchant.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties and shall take precedence over any inconsistent provisions contained in any Purchase Order issued by the Merchant. This Agreement shall not be varied by any oral agreement or representation or by other than an instrument in writing of subsequent date hereto, executed by both parties by their duly authorized representatives.

15. Taxes. Merchant shall pay all taxes incurred in connection with the Services.

16. Notices. Any notice or communication required or permitted under this Agreement must be sent to the party at its address specified on the reverse side of this page, or to a substitute address provided in writing, and shall be deemed delivered on the earlier of (a) hand delivered or (b) overnight delivery by Federal Express, UPS, DHL or Express Mail or (c) confirmed facsimile delivery.

17. Arbitration. Except for actions initiated pursuant to Section 8 herein, any controversy or claim arising under or related to this Agreement shall be settled by arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The location of any such mediation and/or arbitration shall be the County of Pinellas, Florida. The arbitrator shall be selected by the parties from the national panel of arbitrators of the American Arbitration Association with expertise in computer law or telecommunications. Any court having jurisdiction over the matter may enter a judgment upon the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by United States Mail, postage prepaid, or by any regularly conducted commercial express mail service, to the attorney for the party or, if not so represented, to the party at the address set forth herein, or to the party's last-known business address.

18. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Florida. Venue and jurisdiction for all litigation shall be in the State of Florida, in the County of Pinellas.

19. Assignment; Inurement. Merchant shall not have the right to transfer or assign its respective rights and obligations under this Agreement to any other individual or entity without the prior written consent of SDC or its permitted assigns, which consent shall not be unreasonably withheld. Subject to the foregoing, the Agreement, and the obligations and benefits herein contained, shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

20. Severability. The parties agree that each provision of this Agreement shall be construed independently of any other provision of this Agreement. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof. This Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.