SERVICE LEVEL AGREEMENT for SaaS SUBSCRIBERS

- DecisionDirector Accessibility Warranty
- Security
- Miscellaneous

1.   DecisionDirector Accessibility Warranty

Advantiv warrants to each paid-up Subscriber ("Subscriber") that DecisionDirector will be accessible 99.5% percent of the time, seven days a week, twenty-four hours per day, as calculated over a calendar month ("DecisionDirector Accessibility Warranty").

If DecisionDirector fails to meet DecisionDirector Accessibility Warranty, Advantiv will issue to Subscriber's account the number of Total Credit Units resulting from application of the formula below. Subscriber may use the Credit Units towards any future purchases of Advantiv Services.

The number of Total Credit Units is calculated as follows: [Total Credit Units = Inaccessibility Period (in hours) ÷ Hours in Contract Term] X Contract Term Fee actually paid.

"**Inaccessibility Period**" means the period of time that DecisionDirector failed to meet DecisionDirector Accessibility Warranty.

"**Credit Unit**". A Credit Unit is a representation of a unit of currency, in the same currency as Subscriber paid Advantiv for the applicable DecisionDirector, such as Euros, U.S. Dollars or otherwise. One Credit Unit is equal to one unit of currency. For example, if Subscriber paid in U.S. Dollars, one Credit Unit would equal $1.00 USD.

"**Hours in Contract Term**" means the number of hours in the current paid-for term of the agreement between Advantiv and Subscriber ("Advantiv Subscriber Agreement"). For example, if the current paid-for term of the Advantiv Subscriber Agreement is one year, then Hours in Contract Term would be 8,760. If the current paid-for term of the Advantiv Subscriber Agreement is three months, then Hours in Contract Term would be 2,190, and so on. If the Advantiv Subscriber Agreement does not specify a term, then Hours in Contract Term shall be set at 8,760 and the Contract Term Fee shall be the Advantiv Subscriber Agreement amount paid to-date by Subscriber.

"**Contract Term Fee**" means the amount which Subscriber actually paid to Advantiv for use of DecisionDirector corresponding to the current paid-for term of the Advantiv Subscriber Agreement.

Scheduled Downtime. When needed, Advantiv will schedule downtime for routine maintenance or systems upgrades ("Scheduled Downtime") for DecisionDirector. Advantiv shall exercise commercially reasonable efforts to schedule maintenance and system upgrades outside of peak traffic periods. Generally, such maintenance or system upgrades are scheduled to occur from Friday, 8:00PM Arizona Time to Sunday, 8:00PM Arizona Time ("Maintenance Window"). Advantiv reserves the right to extend or change the times of the Maintenance Window.

Advantiv will notify Subscribers at least 7 days prior to the occurrence of Scheduled Downtime.

Exclusions. In calculating the Inaccessibility Period, the following will not apply: (i) mere micro-outages (meaning, an inaccessibility that lasts less than fifteen (15) minutes, provided that there are no more than three (3) micro-outages within a calendar month); (ii) Scheduled Downtime for which Subscriber has been notified at least one business day prior to such Scheduled Downtime; (iii) inaccessibility that is not the fault of Advantiv (such as failures caused by factors not under Advantiv's direct control, for example where caused by equipment or software under the control of a third party), and (iv) inaccessibility due to Subscriber request or where Subscriber approved in advance.

Subscriber shall be solely responsible for maintaining adequate controls over Subscriber's access and data transmissions to DecisionDirector, for monitoring such transmissions, and for bringing to Advantiv's attention any failure to access DecisionDirector within (5) days of inception of any such event. Subscriber shall be solely responsible for inspecting all data input and output for accuracy and completeness.

2.   Security

DecisionDirector contains the following security elements:

Physical Security. DecisionDirector is either under Advantiv's control or is located at a secure, third party off-site facility with SAS 70/SSAE 16 or comparable certification. Access to the hardware, software, and other elements comprising DecisionDirector is limited to authorized personnel only. Advantiv uses servers with redundant features for maximum accessibility.

Disaster Recovery. DecisionDirector utilizes a disaster recovery plan to allow for Advantiv to meet DecisionDirector Accessibility Warranty stated in this Service Level Program. Depending on the severity of disaster, the service will be available containing all client data within 72 hours.

Data Security. Transactions made using DecisionDirector are initially stored in a database to prevent loss. All Subscriber Data resident on the systems is backed up daily. Backups are stored off-site at a secure third party facility with SAS70/SAe16 certification. All Backups are encrypted. Backups include Subscriber's registration and account information. DecisionDirector receives periodic preventive maintenance. This preventive maintenance is scheduled for times outside of peak periods.

DecisionDirector Security. Advantiv implements commercially available security software, hardware and techniques to minimize and prevent non-authorized use of DecisionDirector. These include firewalls, intrusion detection software tools, and monitored use of DecisionDirector. DecisionDirector also performs authentication of interactive user sessions. For increased security, DecisionDirector uses HTTPS, which is HTTP over SSL (Secure Sockets Layer). The SSL security protocol provides data encryption, server authentication, message integrity, and optional client authentication for TCP/IP connections. DecisionDirector's Webservers use a server digital certificate to enable SSL connections. Third party network penetration testing is carried out at least every 12 months and covers all systems which are used to deliver the DecisionDirector service. Upon discovery of a security breach, Advantiv will notify the Subscriber within 24 hours and will rectify the security breach within 7 days of discovery.

3.   Miscellaneous

DecisionDirector Integrity. Subscriber agrees not to: (i) use any device, software or technique to interfere with or attempt to interfere with the proper working of DecisionDirector; (ii) conduct or commission to another firm to conduct network penetration testing, stress testing, or any other systemic testing of DecisionDirector; (iii) post or send to DecisionDirector anything that contains a virus, bug, cancelbot, worm, Trojan Horse or other harmful item; (iv) take any action which imposes an unreasonable or disproportionately large load on DecisionDirector such that other users are adversely affected; or (v) use any device or technology to provide repeated automated attempts to access password-protected portions of DecisionDirector for which Subscriber does not have a valid password issued to Subscriber by Advantiv. Subscriber may not allow any third parties to use Subscriber's password without Advantiv's prior written consent. Subscriber also understands that Advantiv cannot and does not guarantee or warrant that files or non-Advantiv software of any kind, or from any source, available for downloading through DecisionDirector, will be free of infection or viruses, worms, Trojan Horses or other code or defects that manifest contaminating or destructive properties. Subscriber acknowledges that Advantiv has the right, but no obligation, to take such actions related to use of DecisionDirector (including but not limited to removing content or denying routing of certain data) if Advantiv reasonably believes that such actions are needed to comply with the law.

EXCEPT FOR THE EXPRESS SOLUTION ACCESSIBILITY WARRANTY STATED IN THIS SECTION 1, THIS DOCUMENT DOES NOT (I) CREATE ANY OTHER REPRESENTATION OR WARRANTY RELATED TO THE AVAILABILITY, ACCESSIBILITY, OR USABILITY OF THE SOLUTION; or (II) DIMINISH, ALTER OR NEGATE ANY OTHER EXPRESS WARRANTY(IES) IN ANY SIGNED AGREEMENT BETWEEN THE PARTIES. The remedies stated in Section 1 are Subscriber's sole and exclusive remedies, and Advantiv's sole liability, for failure to meet the warranties stated in Section 1 above.