

DATA TRANSFER AGREEMENT

THIS DATA TRANSFER AGREEMENT (“Agreement”) dated as of the date set forth below (“Effective Date”) is by and between Aurora Payments, LLC (“Aurora”) and the entity listed below (“ISO”).

WHEREAS ISO wishes for Aurora to transfer to Integrated Reporting is Simple, LLC (“IRIS”) data related to ISO’s merchants including, but not limited to, merchant names, MIDs, merchant address, merchant transaction information and other related data (collectively “ISO Merchant Data”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. ISO hereby provides ISO’s consent for Aurora to provide the ISO Merchant Data to IRIS. Aurora agrees to provide the ISO Merchant Data to IRIS. ISO hereby grants to Aurora a non-exclusive, non-transferable, limited license of the ISO Merchant Data to receive, store, transmit and transfer it pursuant to the terms of this Agreement. Each party agrees that performance by the other party under this Agreement is sufficient consideration for it to enter into and perform hereunder.

2. ISO, its heirs, executors, administrators, agents, servants, representatives, employees, attorneys, successors and assigns, and each of them, hereby forever release and discharge Aurora and each of its past, present and future businesses, affiliates, parents, subsidiaries, joint venturers, assigns, trustees, owners, principals, officers, directors, shareholders, agents, employees, independent contractors, attorneys, insurers, and representatives, and each of them, of and from any and all liability, claims (legal or administrative), defenses, causes of action, obligations, duties, penalties, attorneys' fees, costs, damages, injuries, or liabilities of any nature whatsoever, whether based on contract, tort, statute or other legal or equitable theory of recovery, whether now known or unknown, whether past, present or future, which the ISO now has, claims to have had, or otherwise may have, including, but not limited to as it relates to any data transfer as contemplated under this Agreement.

With respect to the claims specifically released herein each of Aurora and ISO agree that this Agreement includes all claims of every kind and nature, past and present, known or unknown, suspected or unsuspected except for those claims involving payments arising from, and provided for in this Agreement. As it pertains to the released claims, ISO and Aurora hereby expressly waives any and all rights and benefits conferred upon him by the provisions of Section 1542 of the California Civil Code and all similar provisions of the laws of any other State, Territory or other jurisdiction. Section 1542 reads in pertinent part:

"A general release does not extend to claims that the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."

ISO and Aurora hereby acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code and all similar provisions of the laws of any other state, territory or other jurisdiction was separately bargained for and that they would not enter into this Agreement unless it included a broad release of all unknown claims. The parties each expressly agree that all release provisions in this Agreement shall be given full force and effect in accordance with each and all of their express terms and provisions, including those terms and provisions relating to unknown, unsuspected or future claims, demands and causes of action. Each Party assumes their respective risk of the subsequent discovery or understanding of any matter, fact or law that, if now known or understood, would in any respect have affected his, her or its entering into this Agreement.

3. ISO agrees to indemnify, hold harmless and defend Aurora, its affiliated and subsidiary organizations, and the officers, directors, employees, agents and representatives of each, against any and all claims, liabilities, losses (financial or otherwise), damages, penalties, claims, suits, costs, and expenses (including without limitation, court costs, reasonable attorney's fees) arising out of, or occurring in connection with this Agreement, or the actions or inactions of ISO, its agents and vendors with respect to the data transfer contemplated herein.

4. Confidential Information. The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the know-how, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party. Confidential Information does not include information that: (i) is public knowledge at the time of disclosure by the disclosing party; (ii) becomes public knowledge or known to the receiving party after disclosure by the disclosing party other than by breach of the receiving party's obligations under this section or by breach of a third party's confidentiality obligations; (iii) was known by the receiving party prior to disclosure by the disclosing party other than by breach of a third party's confidentiality obligations; or (iv) is independently developed by the receiving party. As a condition to the receipt of the Confidential Information from the disclosing party, the receiving party shall: (i) not disclose in any manner, directly or indirectly, to any third party any portion of the disclosing party's Confidential Information; (ii) not use the disclosing party's Confidential Information in any fashion except to perform its duties hereunder or with the disclosing party's express prior written consent; (iii) disclose the disclosing party's Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the receiving party's internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure. The receiving party shall promptly notify the disclosing party of any unauthorized disclosure or use of the Confidential Information. The receiving party shall cooperate and assist the disclosing party in preventing or remedying any such unauthorized use or disclosure.

5. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. ISO may not assign this Agreement without the written consent of Aurora. Aurora may assign this Agreement in its sole discretion without the written consent of ISO. This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. No amendment or modification to this Agreement, nor any waiver of any rights hereunder, shall be effective unless assented to in writing by both parties.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of California (irrespective of its choice of law principles). The parties hereby agree that any suit to enforce any provision of this Agreement or arising out of or based upon this Agreement or the business relationship between the parties hereto shall be brought in federal or state court in California. In any action arising from the alleged breach of this Agreement, or to enforce this Agreement, the final prevailing party will recover its reasonable attorneys' fees, costs and expenses.

7. Aurora disclaims all warranties, express or implied, including but not limited to the implied warranties of fitness for a particular purpose and merchantability. Aurora shall have no liability in

contract, tort, negligence or otherwise to ISO or any other third party arising out of any of products or services provided under this Agreement. Aurora shall not be liable to ISO or any third party for any liquidated, indirect, consequential, exemplary or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this Agreement even if Aurora has been advised of the possibility of such damages. UNDER NO CIRCUMSTANCES SHALL AURORA'S TOTAL LIABILITY TO ISO OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED TEN THOUSAND DOLLARS (\$10,000.00) REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE.

8. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement, shall not be construed as a waiver of that conduct or any future breach or subsequent wrongful conduct. If any part, term or provision of this Agreement is declared and determined by any court or arbitrator to be illegal or invalid, such declaration and determination shall not effect the validity of the remaining parts, terms or provisions. The various headings in this Agreement are inserted for convenience only and shall not affect this Agreement or any portion thereof. This Agreement may be executed in two or more counter-parts and/or by fax, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. The signatures to this Agreement may be evidenced by facsimile copies reflecting the party's signature hereto, and any such facsimile copy shall be sufficient to evidence the signature of such party as if it were an original signature.

Date: _____

Aurora Payments, LLC

ISO Name: _____

By: _____

By: _____

Name/Title: _____

Name/Title: _____