

**AuthPayX First Data Client (Binary Code)
Permanent License Agreement**

Parallel Software, Inc. AuthPay Express Binary Code License Agreement

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 - Unlimited merchant account (user) support.
 - Concord EFSnet Processor support(upgradeable).
 - Unlimited modem/TCP-IP connection support.
 - Full HTTPS (security) functionality.
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 - Since AuthPay Express is available for free trial there are no refunds granted after the initial installation.

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8. **U.S. Government Restricted Rights.** If Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in Software and accompanying documentation will be only as set forth in this Agreement; this is in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions).
9. **Governing Law.** Any action related to this Agreement will be governed by Illinois law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.
10. **Severability.** If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.
11. **Integration.** This Agreement is the entire agreement between you and Parallel relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

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For inquiries please contact:

Parallel Software, Inc.
1189 Johnson Drive
Naperville, IL 60540
(630)420-4270

Agreed on _____, 200\5 by:

Signature

Printed Name

Please return this signed document to John McMahon at Parallel Software by fax. Fax to +(630) 420-4270.