

TRANSCAN/LAN™ MAINTENANCE
AGREEMENT

THIS AGREEMENT is between the "Customer", (either an individual or entity) and ONTRAC CONSULTING, INC., a California corporation ("Ontrac").

RECITALS

A. Ontrac has developed a product known as TranScan/LAN™, which consists of computer software ("Software") components as more particularly described herein.

B. "Customer" operates data communication networks or produces software, which utilize the ISO 8583 standard format, and has purchased a license for TranScan/LAN in connection with such network/software services.

NOW, THEREFORE, the parties hereto agree to the following terms and conditions:

1. Definitions

a. "Documentation" shall mean the user manuals, written guides and specifications delivered to Customer by Ontrac at the time each TranScan/LAN unit is shipped pursuant to this Agreement.

b. "Organizations" refers to the credit card, debit card and software organizations.

c. "Proprietary Formats" shall refer to all message assembly rules and formats identified as proprietary by the Organization and which are intended to be utilized only pursuant to authorization by Users as defined herein.

d. "Software" shall refer to the computer programs supplied by Ontrac for installation on a Personal Computer or Server running the Microsoft Windows operating system.

e. "TranScan/LAN" shall refer to the Software by Ontrac which consists of a Software product designed to run on Personal Computer or Server running the Microsoft Windows Operating System and to view data and/or messages formatted in the ISO 8583 Standard format, the standard format for bank card originated messages flowing between financial institutions. TranScan/LAN includes components named TranScan Viewer and "TranScan/LAN add-on" (also known as the TranScan/LAN plugin).

f. "User" refers to Organizations and companies or to other entities intending to use the TranScan/LAN software.

g. "Effective date" shall be the date Customer received Software and Documentation from Ontrac.

2. Software Maintenance and Support

Ontrac shall provide support services relating to the Software described in this subparagraph for the period of time for which a maintenance fee has been paid. Such support shall consist of Software defect fixes, Documentation revisions, updating TranScan/LAN tables to support new fields in proprietary formats (not including any field in formats which would require software modifications) and reasonable availability of Ontrac personnel via telephone and electronic mail to respond to difficulties with the Software encountered by Customer. Ontrac shall not be responsible for performance of the Software resulting from a change of any Proprietary Format without notice to Ontrac.

3. Software Warranty and Remedies

a. Limitation on Damages

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OF DATA OR FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF THE PARTY BEING CHARGED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. IN NO CASE SHALL ONTRAC BE LIABLE FOR ANY REPRESENTATION OF WARRANTY MADE TO ANY THIRD PARTY BY CUSTOMER REGARDING THE PERFORMANCE OF TRANSCAN/LAN. EXCEPT FOR CLAIMS OF INFRINGEMENT OF COPYRIGHT, PATENT OR OTHER PROPRIETARY RIGHTS OF ANY THIRD PARTY, IN NO EVENT SHALL ONTRAC'S LIABILITY FOR DAMAGES ARISING OR ALLEGED TO HAVE ARISEN FROM THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID TO ONTRAC BY CUSTOMER.

4. Notices

Any notice given in connection with this Agreement shall be in writing. Such notice may be given to Customer by serving any of its officers and to Ontrac by serving its president or secretary and shall be deemed complete upon the making of such service. Such notice may also be given by mailing the same by the United States mail, certified or registered, return receipt requested, first-class postage prepaid, or by sending the same by Federal Express or equivalent courier service, addressed as follows:

To Ontrac: 7330 Hayden Ave, Sebastopol, CA 95472. Attention: David Eichar, President.
or addressed to such other address as Ontrac may designate for itself by notice given in the manner provided in this paragraph, and shall be deemed complete on the fourth business day following the date of deposit if mailed and on the next business day following the date of sending if sent by courier service.

6. Miscellaneous

a. This Agreement is entered into between two specific entities. None of the rights created hereunder is assignable, and none of the obligations imposed hereunder is delegable, by either party without the prior express written consent of the other. Any attempt at assignment or delegation in derogation of this provision shall be null and void.

b. In the event that any one or more of the terms or provisions of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such finding, this Agreement shall remain in full force and effect, and such illegal or unenforceable term or provision shall be deemed stricken.

c. Neither party's right to require performance of the other party's obligations hereunder shall be affected by any previous waiver, forbearance or course of dealing.

d. No agency, partnership, joint venture or other joint relationship is created hereby, and neither party is granted any authority of any kind or in any respect whatever by the other.

e. Notwithstanding anything in this Agreement to the contrary, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due entirely to causes beyond the reasonable control of the party charged with the default, including but not limited to any strike, lockout or other labor dispute, riot, civil disturbance, action or inaction of any governmental authority or supplier, epidemic, act of war, embargo, severe weather, fire, earthquake, act of God or the public enemy, nuclear disaster, or default of a common carrier.

f. This Agreement supersedes each and every proposal and communication, oral or written, between the parties relating to the subject matter hereof. The terms and conditions of this Agreement shall prevail notwithstanding any variance in any purchase order or other written instrument submitted by either party to the other whether formally rejected or not.

g. In the event of litigation or arbitration under this Agreement, the parties agree that the prevailing party in any such dispute shall be entitled to an award of all costs of suit, including a reasonable attorney's fee, as shall be determined by the court or arbitrator.

h. In the event that any action is required in a court or before an arbitrator arising in any way from the obligations undertaken pursuant to this Agreement, the action shall lie in a court of competent jurisdiction in the County of San Francisco, State of California and shall be governed by the internal laws and not the law of conflicts of the State of California.

i. Upon expiration or termination of this Agreement, the provisions of Sections 3 and 5 shall survive and shall remain fully enforceable by the parties hereto.