

COVER PAGE
TO
STANDARD MERCHANT AGREEMENT FOR THE VERIFONE POINT SOLUTION

*(VERTICAL SOLUTIONS MERCHANTS - FOR SALE THROUGH RESELLER
SERVICES ONLY; DEVICE RENTAL NOT INCLUDED)*

This Cover Page is to be read together with and forms a part of the attached Standard Merchant Agreement for the Verifone Point Solution. For additional information regarding included and available features of the Verifone Point Solution, refer to Exhibit A to the attached Standard Merchant Agreement. Because device rental is not provided for under this Standard Merchant Agreement, all references to Rental Devices and Exhibit B in the Standard Merchant Agreement should be disregarded.

Name of Merchant:	<i>(Please include full legal entity name, indicating whether a corporation, LLC, or partnership)</i>
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Name of Reseller:	<i>(Please include full legal entity name, indicating whether a corporation, LLC, or partnership)</i>
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Type of Verifone Point Solution: Classic

<input type="text" value="Service Fee:"/>	<input type="text" value="\$"/>	
Option:		
<input type="text" value="PCI/SAQ"/>	<input type="text" value="\$"/>	<i>Instructions: If an option is not included under this Agreement, put N/A in the applicable box.</i>
<input type="text" value="Total Fee:"/>	<input type="text" value="\$"/>	

- Notes:**
- (1) **Initial Service Term:** Each payment device used with the Point Solution is subject to an Initial Service Term of 36 months; Refer to Section 1(g) and (h) of the Standard Merchant Agreement for more information regarding Service Terms.
 - (2) All fees are monthly per payment device and include unlimited Internet Protocol (IP) transactions; Dial-up transactions, if applicable, are subject to an additional surcharge of \$0.014 per transaction.
 - (3) All prices are in U.S. dollars.

(PAGE 2 of 2 of COVER PAGE FOR SALE THROUGH RESELLER)

This agreement for the Verifone Point Solution is between Merchant and Verifone. Because Merchant is subscribing to the Verifone Point Solution via the Reseller named on the preceding page, Merchant may have entered into a separate agreement with its Reseller with respect to the Verifone Point Solution and/or Reseller's products or services. **Verifone is not a party to such separate agreement and in any event is not responsible for the acts or omissions of the Reseller, and disclaims all liability resulting therefrom.**

Additionally, notwithstanding anything to the contrary in the attached Standard Merchant Agreement:

- (a) Accessing Portals. Unless otherwise agreed by Verifone and Reseller, Merchant will not be able to directly manage or monitor its payment devices via the Payment Gateway or Estate Management Service portals (each as described in greater detail in the attached Standard Merchant Agreement); Reseller will be responsible for managing and monitoring Merchant's payment devices on Merchant's behalf, including with respect to the installation of payment applications and key loading. Merchant should contact Reseller for more information regarding Reseller's device management and monitoring.
- (b) Ending a Service Term. In order to end the Service Term for a payment device, Merchant must request that Reseller remove the device from the Payment Gateway (and Estate Management Services) on its behalf; Verifone will not be responsible for removing a payment device from the Payment Gateway (or Estate Management Services) unless requested by Reseller. The Service Term will end on the day the device is actually removed from the Payment Gateway or Estate Management Service. Refer to Section 1(g) and (h) of the Standard Merchant Agreement for more information regarding Service Terms. Merchant must return all Rental Devices through Reseller; Reseller will be responsible for using Verifone's MRA process to return such devices.
- (c) Fees; Billing. The fees set forth on this Cover Page (and any changes to such fees) are determined by Reseller. If Reseller is responsible for billing Merchant (determined by Verifone and Merchant's separate agreements with Reseller) for the Verifone Point Solution, then Section 2 of the Standard Merchant Agreement will not apply and Merchant shall pay Reseller for the Verifone Point Solution in accordance with Merchant's separate agreement with Reseller. However, if Merchant fails to pay Reseller the fees when due, Verifone shall be entitled to pursue payment from Merchant and may exercise its rights under Section 2(c) of the Standard Merchant Agreement and may terminate the Standard Merchant Agreement for non-payment under Section 1(f)(ii) thereof.
- (d) Right to Withhold Service; Termination. If Reseller is responsible for billing Merchant and Reseller fails to pay Verifone for the Verifone Point Solution in accordance with its separate agreement with Verifone, Verifone reserves the right to withhold Merchant's access to the Verifone Point Solution until such fees are paid in full. In the event Verifone's separate agreement with Reseller terminates, Verifone reserves the right to terminate the Standard Merchant Agreement.

[sign on following page]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed and delivered this Standard Merchant Agreement for the Verifone Point Solution to be effective as of the last date set forth below.

MERCHANT COMPANY NAME

VERIFONE, INC.

(Please include full legal entity name, indicating whether a corporation, LLC, or partnership)

By: _____

Name:

Title:

Date: _____

Address for Notices:

By: _____

Name: Albert Liu

Title: EVP & General Counsel

Date: _____

Address for Notices:

88 West Plumeria Drive
San Jose, CA 95134
Attn: General Counsel

VERIFONE POINT SOLUTION

STANDARD MERCHANT AGREEMENT

This Standard Merchant Agreement for the Verifone Point Solution (this “**Agreement**”) is being entered into as of the date of the last signature set forth on the Cover Page (the “**Effective Date**”) by and between the merchant identified on the Cover Page (“**Merchant**”) and VeriFone, Inc. (“**Verifone**”) regarding the Point Solution (as defined below). The Cover Page and each Exhibit to this Agreement are incorporated by reference into, and constitute a part of, this Agreement. Verifone and Merchant are each referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. SCOPE; TERM.

(a) Point Solution. Verifone shall provide Merchant with the Point Solution in accordance with the terms of this Agreement. The “**Point Solution**” is comprised of (i) the services selected on the Cover Page of this Agreement, as further described on Exhibit A (the “**Services**”); (ii) the software described in Exhibit A (the “**Software**”); and (iii) if the Cover Page provides for the rental of Verifone payment devices (“**Rental Devices**”), such Rental Devices, the related services selected on the Cover Page, and the software, each as described on Exhibit B and which shall constitute part of the “**Services**” and “**Software**” for purposes of this Agreement.

(b) Services Only Agreements. If Rental Devices are not provided for under this Agreement, Merchant must separately procure supported Verifone payment devices from Verifone or a Verifone reseller for use in connection with the Point Solution.

(c) Covered Territory. Verifone is providing the Point Solution under this Agreement for use in the United States and, solely with respect to credit card processing, any territory of the United States for which card data is processed in the United States (the “**Covered Territory**”).

(d) Supported Verifone Devices. Verifone currently supports the Point Solution on specific Verifone payment device models, which Verifone designates from time to time in its discretion, and Merchant may only use the Point Solution with supported payment device models. Verifone reserves the right to cease supporting a payment device model at any time. Once Verifone no longer supports a payment device model, Merchant may no longer place new orders for such payment devices with Verifone or activate such payment devices on Verifone’s Payment Gateway or Estate Management Services (each as described in Exhibit A); provided, however, that Verifone shall continue to provide the Point Solution for (i) any Rental Device or (ii) any payment device that was activated on Verifone’s Payment Gateway or Estate Management Services prior to Verifone’s notification that it has ceased support for such device, in each case for the remainder of the Initial Service Term for such device (as set forth on the Cover Page).

(e) Supported Software. Notwithstanding anything to the contrary set forth herein, Verifone shall provide support for the Software for defect resolution under the Help Desk Services (as described in Exhibit A) only for the current released version and for those versions released during the prior eighteen (18) months. If Merchant wishes to continue receiving support for the Software, Merchant shall be required to have installed a supported version.

(f) Agreement Term; Termination.

(i) Agreement Term. This Agreement shall commence on the Effective Date and continue for an initial term of three (3) years (the “**Initial Agreement Term**”); thereafter it shall automatically renew for one (1) year renewal terms (each renewal term, together with the Initial Agreement Term, the “**Agreement Term**”) until terminated in accordance with this Section 1(f) or by mutual written agreement of the Parties. During the Agreement Term, Merchant may subscribe to the Point Solution for a supported Verifone payment device at the applicable price set forth on the Cover Page, which service will commence and terminate in accordance with Section 1(g) below.

(ii) Termination by Verifone for Good Reason. Verifone may terminate this Agreement (A) upon thirty (30) days written notice if Merchant breaches any of the terms in this Agreement, which breach is not cured within such 30-day period; (B) upon written notice in the event of any termination of Merchant’s business; (C) upon ninety (90) days’ notice to Merchant if Verifone ceases to offer the Point Solution to its customers generally; or (D) in accordance with Section 4(a).

(iii) Termination by Verifone following Initial Agreement Term. Verifone may terminate this Agreement at any time following the Initial Agreement Term upon thirty (30) days’ written notice to Merchant.

(iv) Termination by Merchant. Merchant may terminate this Agreement (A) upon thirty (30) days written notice to Verifone (x) if Verifone breaches any of the terms of this Agreement, which breach is not cured within such 30-day period, or (y) following the Initial Agreement Term, or (B) in accordance with Section 4(a), or (C) as may otherwise be agreed between the Parties.

(v) Third-Party Services. Merchant acknowledges that Verifone has contracted with third parties for certain Services that are made available hereunder, as specified on the Cover Page and in Exhibit A (each, a “**Third-Party Service**”). Verifone shall have the right to terminate any Third-Party Service that may be included in the Point Solution at any time upon written notice to Merchant if Verifone’s agreement with its product supplier or service provider terminates. Upon any such termination, Verifone may, at its election and in its sole discretion, either (A) adjust the pricing to reflect the termination of such Third-Party Service or (B) replace such Third-Party Service with a third-party service of equivalent quality.

(g) Service Term.

(i) Subject to the terms of this Agreement, with respect to a particular Verifone payment device, Verifone shall provide the Point Solution to Merchant for a service term commencing (A) for Rental Devices (or any other payment devices shipped directly by Verifone), on the date such devices are shipped by Verifone, or (B) for any other payment devices, on the date on which such device is activated on the Payment Gateway (or, if Payment Gateway services are not provided under this Agreement, the Estate Management Services), and in any case ending on the earliest of (1) the date on which Merchant removes such device from the Payment Gateway (or Estate Management Services, as applicable), (2) upon Verifone’s ceasing to provide the Point Solution for a payment device, which Verifone shall have the right to do on thirty days’ notice to Merchant following the Initial Service Term for such device, and (3) Verifone’s termination of this Agreement pursuant to Section 1(f)(ii) above (the “**Service Term**”).

(ii) Upon the termination of the Service Term for a particular Verifone payment device, Merchant shall cease using the Point Solution for such payment device, and Verifone shall cease billing Merchant the monthly fee for the Point Solution for such payment device.

(h) Effect of Termination; Survival.

(i) Upon the termination of this Agreement, Merchant may no longer subscribe to the Point Solution for new payment devices. Notwithstanding the earlier termination of this Agreement, this Agreement shall continue in effect with respect to any payment device for the duration of such device’s Service Term.

(ii) Notwithstanding anything to the contrary contained in this Agreement, the following Sections shall survive any expiration or termination of this Agreement: Section 2 (until all fees are paid); Sections 3(c) and (d); Section 4(b); Section 5(b); and Sections 6, 7, 8 and 9; Merchant’s indemnity obligations, to the extent applicable, under Exhibit A, Wireless Cellular

Service; Exhibit B, clauses (a), (c), (d) and (e); and any other sections that by their terms survive the termination or expiration of this Agreement.

2. FEES; PAYMENT.

(a) Fees; Taxes. Merchant agrees to pay Verifone the fees for the Point Solution set forth on the Cover Page. Verifone reserves the right to change such fees once annually following the Initial Agreement Term to reflect Verifone's then-current standard fees, which changed fees shall be effective as of the beginning of the applicable renewal term. All fees are exclusive of applicable taxes, including, without limitation, sales tax. Applicable taxes will be included in the invoice sent to Merchant.

(b) Payment Agreement. Verifone's obligations under this Agreement are subject to Verifone's receipt of a signed copy of its standard ACH payment agreement (the "Payment Agreement"). Verifone shall have the right to debit Merchant's designated account for all amounts due hereunder in accordance with the Payment Agreement.

(c) Failure to Pay. If Verifone is unable to debit Merchant's designated account for all fees when due hereunder: (i) Verifone shall be entitled to charge interest on the overdue payment from the date due until paid at the rate of 18.0% per annum, or the maximum rate permissible by law, whichever is less, and to debit such amounts from Merchant's designated account in accordance with the Payment Agreement; (ii) Verifone shall be entitled to withhold Merchant's access to the Point Solution until all such amounts are paid and Verifone has confirmed the accuracy and completeness of Merchant's payment details as set forth in the Payment Agreement; and (iii) Verifone reserves the right to pursue any and all legal remedies to collect the amounts owed by Merchant. Verifone shall be entitled to debit Merchant's designated account for any actual additional expenses incurred by Verifone in collection efforts.

3. LICENSES.

(a) Point Solution. Subject to the terms and conditions of this Agreement and Verifone's receipt of payment of the applicable fees, Verifone hereby grants to Merchant a limited, non-exclusive, non-transferable, non-sublicensable right and license, in the Covered Territory during the Service Term for each payment device, to access and use the Point Solution subscribed to hereunder solely for Merchant's internal business purposes. Verifone may modify the Point Solution from time to time in its reasonable discretion, provided that such modifications shall not materially diminish the functionality thereof.

(b) Restrictions. Merchant shall have no right to market, distribute, sell, assign, pledge, sublicense, lease, deliver or otherwise transfer the Point Solution, or any component thereof, including without limitation the Software, to any third party. Merchant shall not reverse engineer, decompile, disassemble, translate, modify, alter or create any derivative works based upon the Software, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Software, without the prior express written consent of Verifone. Merchant shall not remove from the Rental Devices or the Software, or alter, any of trademarks, trade names, logos, patent or copyright notices, or other notices or markings, or add any other notices or markings to the Rental Devices or the Software, without the prior express written consent of Verifone.

(c) Ownership. Merchant acknowledges that the Point Solution (including any related documentation) and any intellectual property rights relating to or residing therein (including any patents, copyrights, trade secrets, trademarks, trade names or mask work rights), including the proprietary electronics, software and technical information of Verifone therein (the "Proprietary Materials"), are proprietary products of Verifone and that ownership of such shall remain with and inure to Verifone. Except for the license rights set forth in this Section 3, Merchant shall have no right, title or interest therein. Verifone reserves all rights in the Proprietary Materials and any other Verifone intellectual property not expressly granted herein.

(d) Government End Users. The Software was developed entirely at private expense and is commercial computer software provided with

RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in this Agreement pursuant to DFARS 227.7202-3(a) or as set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19, as applicable.

4. DATA SECURITY.

(a) PCI DSS Warranty for Payment Gateway. Verifone warrants that, as of the Effective Date, its Payment Gateway has been deemed compliant with Payment Card Industry Data Security Standards ("PCI DSS") by a PCI Qualified Security Assessor (a "PCI QSA"). If requested by Merchant, Verifone will provide a current attestation of compliance signed by a PCI QSA. Verifone shall seek revalidation of the Payment Gateway as required by the payment brands during the Agreement Term. In the event that PCI DSS requirements applicable to the Payment Gateway change during the Agreement Term, Verifone shall use commercially reasonable efforts to meet all new applicable PCI DSS requirements. In the event Verifone is informed by a PCI QSA that the Payment Gateway fails to meet applicable PCI DSS requirements, Verifone shall promptly use commercially reasonable efforts to modify the Payment Gateway in order to meet such requirements. In the event that, notwithstanding the use of such commercially reasonable efforts, Verifone is unable to obtain revalidation of the Payment Gateway as compliant with PCI DSS within sixty (60) days of becoming aware of such failure, either Party may terminate this Agreement upon written notice to the other Party.

(b) Derived Data. Merchant grants Verifone a limited, non-exclusive and irrevocable license during and after the Term to follow Merchant's activity inside of the Point Solution components and to use, share, and disseminate data from Merchant's activity (including its transactions) on an aggregate and anonymous basis only (such data, "Derived Data"), including for purposes of data analytics and optimizing or otherwise enhancing its products and services. Verifone will comply with all applicable Laws with respect to any use, sharing and dissemination of Derived Data. This Section shall survive any expiration or termination of this Agreement.

5. WARRANTIES; DISCLAIMERS.

(a) Warranties. Verifone warrants that Verifone will perform all Services in a professional and workmanlike manner and in compliance with all applicable federal and state laws.

(b) Disclaimer. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, THE POINT SOLUTION IS PROVIDED "AS IS." VERIFONE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. VERIFONE DOES NOT WARRANT THAT THE POINT SOLUTION, OR ANY COMPONENT THEREOF, WILL MEET THE REQUIREMENTS OF MERCHANT OR THAT THE OPERATION OF THE POINT SOLUTION, OR ANY COMPONENT THEREOF, WILL BE UNINTERRUPTED OR ENTIRELY ERROR FREE. MERCHANT ACKNOWLEDGES THAT UNDER NO CIRCUMSTANCES DOES VERIFONE REPRESENT OR WARRANT THAT ALL ERRORS IN ANY SOFTWARE CAN BE REMEDIED. NO ADVICE OR INFORMATION OBTAINED BY MERCHANT FROM VERIFONE OR FROM ANY OTHER THIRD PARTY ABOUT THE POINT SOLUTION SHALL CREATE ANY WARRANTY.

6. LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT TO THE EXTENT PROHIBITED BY LAW: (A) VERIFONE SHALL HAVE NO LIABILITY TO MERCHANT OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS OR REVENUE, GOODWILL OR SAVINGS, DOWNTIME, OR DAMAGE TO, LOSS OF OR REPLACEMENT OF DATA OR TRANSACTIONS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES) RELATING IN ANY MANNER TO THE POINT SOLUTION (WHETHER ARISING FROM

CLAIMS BASED IN WARRANTY, CONTRACT, TORT OR OTHERWISE), EVEN IF VERIFONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGE; (B) IN ANY CASE, VERIFONE'S ENTIRE LIABILITY RELATING IN ANY MANNER TO THIS AGREEMENT OR THE POINT SOLUTION, REGARDLESS OF THE FORM OR NATURE OF THE CLAIM, SHALL BE LIMITED IN THE AGGREGATE TO THE FEES ACTUALLY PAID BY MERCHANT FOR THE POINT SOLUTION UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRIOR TO THE CLAIM ARISING; AND (C) VERIFONE SHALL NOT BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO THE POINT SOLUTION. THE LIMITATIONS ON VERIFONE'S LIABILITY SET FORTH IN CLAUSES "(B)" AND "(C)" OF THIS SECTION 6 SHALL NOT APPLY TO LIABILITY FOR DEATH, PERSONAL INJURY OF A PHYSICAL NATURE OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY VERIFONE'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE LIMITATIONS CONTAINED IN SECTIONS 5 ABOVE AND THIS SECTION 6 ARE A FUNDAMENTAL PART OF THE BASIS OF VERIFONE'S BARGAIN HEREUNDER, AND VERIFONE WOULD NOT PROVIDE THE POINT SOLUTION TO MERCHANT ABSENT SUCH LIMITATIONS.

7. COMPLIANCE WITH LAW.

(a) Compliance with Law. Merchant shall comply with all applicable laws, rules, and regulations in connection with this Agreement, including, but not limited to, export control laws and anti-corruption and anti-bribery laws, rules, and regulations.

(b) Merchant's Non-compliance. Merchant agrees that if Verifone reasonably believes that Merchant is in breach of this Section 7, that alone shall be sufficient grounds for further action by Verifone, including, without limitation, cancellation of any orders or denial of future business, without any liability or obligation to Merchant. In addition, Merchant hereby indemnifies Verifone and its affiliates, directors, officers and employees for all costs, expenses, damages, claims, charges, penalties, fines and other losses that arise in connection with any breach by Merchant or Merchant Representatives of the terms and conditions contained in this Section 7.

8. GOVERNING LAW; DISPUTE RESOLUTION.

(a) Governing Law. This Agreement and the rights of the parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of New York, exclusive of conflict or choice-of-law rules, and the parties hereby consent to the personal and exclusive jurisdiction and venue of the state and federal courts in the Southern District of New York. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES, WHETHER IT RESULTS IN PROCEEDINGS IN ANY COURT IN ANY JURISDICTION OR IN ARBITRATION, THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY, AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE OR ARBITRATOR WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. To the extent applicable, in the event of any lawsuit between the parties arising out of or related to this Agreement, the parties agree to prepare and to timely file in the applicable court a mutual consent to waive any statutory or other requirements for a trial by jury. The rights and obligations of the parties under this agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

(b) Escalation. Prior to initiating any dispute, claim, or controversy arising out of or relating in any way to this Agreement or the interpretation, application, enforcement, breach, termination, or validity thereof (including any claim of inducement of this Agreement by fraud and including determination of the scope or applicability of this agreement to arbitrate) or its subject matter (collectively, "**Disputes**"), the Parties will attempt to resolve such Dispute through negotiations between representatives of the Parties who have authority to negotiate and settle the dispute. If the matter is not resolved by negotiation within thirty (30) days of a Party's receipt of a written notice of the dispute from the aggrieved Party, then the Parties will escalate the matter to their respective management, who will attempt to fully and finally resolve the dispute. Nothing in this Section (including a Party invoking this Section or

Party's delay or failure to invoke this Section) is to be construed as a waiver of either Party's exercise or partial exercise of any right or remedy under this Agreement.

(c) Arbitration of Disputes. PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. Notwithstanding anything herein to the contrary, except with respect to enforcing claims for injunctive or equitable relief and subject to clause (b) above, any Dispute shall be determined by binding arbitration before one arbitrator. The arbitration shall be administered by JAMS conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the Effective Date of this Agreement, including Rules 16.1 and 16.2 of those Rules. The arbitration shall be held in the JAMS office that is most convenient to Merchant's office identified on the Cover Page ("**Merchant's Office**"), and it shall be conducted in the English language. If a JAMS office does not exist in the county where Merchant's Office is located, then the arbitration will be conducted using an accredited arbitration provider selected by Verifone and reasonably acceptable to Merchant, with offices within a reasonable distance from Merchant's Office. If Merchant initiates the arbitration, Merchant will be required to pay the first \$250 of any filing fee. Verifone will pay any filing fees in excess of \$250, and Verifone will pay all of the arbitration fees and costs. If Verifone initiates the arbitration, Verifone will pay all of the filing fees and all of the arbitration fees and costs. Verifone will bear all of Verifone's attorney's fees and costs. Merchant is entitled to recover Merchant's reasonable attorney's fees and costs (not to exceed \$20,000) if Merchant prevails in the arbitration and the award Merchant receives from the arbitrator is higher than Verifone's last written settlement offer. When determining whether Merchant's award is higher than Verifone's last written settlement offer, Merchant's attorney's fees and costs will not be included. However, if the arbitrator finds that either the substance of Merchant's claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees shall be governed by the applicable Rules. Only Disputes involving Merchant and Verifone may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If either Party arbitrates a Dispute, neither Party, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on Merchant's or Verifone's behalf in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the Disputes between Merchant and Verifone. The arbitrator may hear and determine any issue of law or fact asserted by a party as dispositive to the same extent that a court could hear and determine a motion for summary disposition (such as a motion for summary judgment under FRCP 56 by a U.S. District Court). The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law. The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than Merchant's. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between Merchant and Verifone. The parties shall maintain the confidential nature of the arbitration proceeding and any award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the above, each Party shall have recourse to any court of competent jurisdiction to enforce claims for injunctive and other equitable relief. Nothing herein shall preclude either party from

seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

9. GENERAL. This Agreement constitutes the entire agreement between Verifone and Merchant and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, relating to the subject matter hereof. No amendment or waiver of this Agreement will be binding unless it has been agreed to in writing by both Parties. Merchant may not assign this Agreement, in whole or in part, without Verifone's prior written consent. Subject to the preceding sentence, this Agreement shall bind Merchant and its permitted successors and assigns. Verifone may assign this Agreement, or any of its rights or obligations hereunder, in its sole discretion. Verifone may delegate or subcontract its obligations hereunder; provided that in such event, Verifone shall at all times remain responsible for the performance of such obligations by any such subcontractors. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the Parties agree that the court should endeavor to give the maximum effect to the Parties' intentions as reflected in the provision, and that the other provisions of the Agreement shall remain in full force and effect. Verifone shall not be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitation acts or omissions of government or military authority, acts of God, shortages of fuel, energy, labor or materials, transportation delays, electrical or communication infrastructure failures or disturbances, fires, floods, labor disturbances, riots or

wars. Notices made by Verifone to Merchant under this Agreement that affect Verifone customers generally (e.g., notices of amended Agreements, updated fees, etc.) may be posted on the Verifone Merchant Portal or may be provided upon access to the Point Solution. Notices made by Verifone under this Agreement for Merchant or Merchant's account specifically (e.g., notices of breach and/or suspension) will be provided to Merchant via the email address provided to Verifone in Merchant's registration for the Point Solution or in any updated email address Merchant provides to Verifone in accordance with standard account information update procedures Verifone may provide from time to time. It is Merchant's responsibility to keep Merchant's email address current and Merchant shall be deemed to have received any email sent to any such email address upon Verifone's sending of the email, whether or not Merchant actually received the email. Verifone may also send notices to Merchant by overnight courier or certified mail to the address in Verifone's customer database, or such other address as shall have been given to Verifone in writing. Merchant shall send notices to Verifone at the address set forth on the Cover Page, or such other address as shall have been given to Merchant in writing. All mailed notices shall be deemed effective upon the earliest to occur of: (a) actual delivery; or (b) three days after mailing, addressed and postage prepaid, return receipt requested.

[Remainder of Page Intentionally Left Blank; Exhibit A Follows]

Exhibit A
Description of Point Solution

The following describes the Software and Services features that are available in connection with the Point Solution. The Software and Services actually provided to Merchant will be those subscribed to on the Cover Page of this Agreement.

Solution Services

Payment Gateway	<p>Merchant will have access to the Verifone Payment Gateway (such gateway or any successor Payment Gateway, the “Payment Gateway”), which provides transaction routing to enable various transaction types, as well as online reporting and other tools made available by the Payment Gateway portal.</p> <p>Verifone conducts routine maintenance to the Payment Gateway. Maintenance is generally scheduled during time periods when overall end user online activity is limited. Verifone reserves the right to shut down the Payment Gateway with no notice should emergency maintenance become necessary. Verifone reserves the right to remove any user from the Payment Gateway should Verifone determine, in its sole discretion, that the Payment Gateway has been compromised or in any way used inappropriately. In extreme cases, where a user has compromised the security of the Payment Gateway or otherwise acted in a malicious or damaging manner, removal may occur immediately without prior notification.</p>
Estate Management Services (VHQ or VeriCentre)	<p>Merchant will have access to Verifone’s VHQ and/or VeriCentre Estate Management Services to make application configuration updates and download content for Verifone payment devices.</p> <p>Applications available for use with the Estate Management Services are designated by Verifone from time to time. Verifone will provide Merchant with end user documentation for the Estate Management Services.</p> <p>Merchant is solely responsible for (i) enabling the features in, and setting the parameters it wishes to use for, the applications that it downloads to Verifone payment devices using the Estate Management Services, and (ii) ensuring that it has the proper licenses and rights to the content that it downloads to Verifone payment devices using the Estate Management Services; Merchant warrants that Merchant has the right to download and use such content.</p> <p>Merchant will be solely responsible for retrieving any content provided by Merchant for the Estate Management Services prior to any expiration or termination date of this Agreement, using the portal made available to Merchant with the Estate Management Services; Verifone does not provide content retrieval services.</p>

Included Software

Commerce Payment Application	Verifone’s Commerce Payment Application is a terminal application designed for payment processing on Verifone payment devices, including credit, debit, gift, and other electronic payments.
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Included Verifone Services

Data Encryption and Tokenization	<p>Data encryption services provide encryption of the sensitive credit/debit card track data elements from the payment device to the Payment Gateway, at which point the data elements are decrypted and sent to the applicable Verifone supported processor or third party gateway selected by Merchant. Merchant acknowledges that Merchant is responsible for contracting with such processor or gateway for their respective services.</p> <p>For certain payment devices, including VX and MX models, the VeriShield Protect terminal application must be installed in each Verifone payment device in order to enable the encryption functionality. Merchant must separately purchase a license to the VeriShield Protect terminal application; such license is not included in the Point Solution.</p>
Help Desk	<p>Verifone’s Help Desk Services are available for the Services, Software, Rental Devices (if any), subscribed to under this Agreement. Merchant will be given the toll free telephone number for the Help Desk Services, which will be available 24 hours per day, seven days per week (24/7). Only Merchant’s qualified technicians may contact the Help Desk.</p> <p>Support terms for Third-Party Services subscribed to under this Agreement are available upon request.</p>
Software Update Services	Verifone will make available to Merchant software updates for the Software, including error corrections, feature enhancements, and other compliance and general industry regulation updates, if and when such updates are made generally available by Verifone to its Point Solution customers (“ Software Updates ”). Merchant is responsible for deploying/installing Software Updates in the licensed Verifone payment devices. Any Software Updates provided shall be licensed to Merchant under the applicable license terms set forth in Section 3 of the Agreement.

Optional Third-Party Services (included only if selected on the Cover Page)

PCI/SAQ	<p>Merchant has the option of obtaining web-enabled self-assessment tools through a third-party service provider to assist Merchant in maintaining PCI DSS security compliance, including external vulnerability scans.</p> <p>Merchant will be required to accept the third-party service provider’s terms of service when accessing PCI/SAQ.</p>
Wireless Cellular Service (Select Devices Only)	<p>Verifone makes available cellular services for select payment device model(s) that Verifone may designate from time to time (currently the VX680 wireless device) (the “Wireless Services”).</p> <p>Merchant acknowledges that Verifone is providing the Wireless Services pursuant to agreements with third-party service providers. In connection with Verifone’s agreement with such third-party service providers, Merchant shall be bound by certain pass through provisions, which Verifone will make available to Merchant upon request.</p> <p>Merchant shall indemnify and hold harmless Verifone and such third-party service providers, and their officers, employees and affiliates, from and against any and all third-party claims, irrespective of the nature of the claims, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of or in connection with any breach of such pass through provisions by Merchant, or any claims for libel, slander, or any tangible property damage, personal injury or death, arising in any way, directly or indirectly, in connection with acts or omissions of Merchant under this Agreement with respect to the Wireless Services, or Merchant’s use, failure to use, or inability to use the Wireless Services except with respect to Verifone or a service provider where the claims result from its gross negligence or willful misconduct. Indemnities in this section shall survive the expiration or termination of this Agreement.</p>