

AGREEMENT for WIRELESS Payment Processing Services

sFIS Pipeline No. (Internal only)							
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THIS AGREEMENT (inclusive of the following Sections 1, 2, and 3) ("Agreement") for Wireless Payment Processing Services between Fidelity Information Services, LLC ("FIS") and Merchant named below (hereinafter "Merchant") shall be effective as of contract execution and shall continue until terminated in accordance with the provisions of the Agreement (the "Term").

The Agricultural Act of 2014 P.L.113-79. Section 4002 describes the SNAP provisions and regulations regarding the use of State provided point-of-sale (POS) equipment and supplies. Merchants who are not listed in the FNS Exempt merchant categories will be financially responsible for all fees, equipment and services relating to the EBT POS equipment and supplies.

As of the date of this Agreement is executed by Merchant, FIS will provide the products and services to the Merchant (the "Products" and "Services") and the Merchant hereby agrees to accept such Products and Services in accordance with the terms of this Agreement.

IMPORTANT – IRS REGULATIONS REQUIRE YOU TO PROVIDE YOUR TAX ID INFORMATION


Complete all required information on pages 1, 2, 3.

* Required information

FNS No. *	<input style="width: 100%;" type="text"/>	This is your USDA Food & Nutrition Services Authorization number for SNAP/Food Stamps. You must have a USDA-FNS number to enter into this Agreement with FIS. Apply at: www.fns.usda.gov/snap/retailers	
Merchant Store Name *	<input style="width: 100%;" type="text"/>		
	Please PRINT name of your store		
Primary Address *	<input style="width: 100%;" type="text"/>	Primary Phone *	<input style="width: 100%;" type="text"/>
City *	<input style="width: 100%;" type="text"/>	State *	<input style="width: 100%;" type="text"/>
		Zip Code *	<input style="width: 100%;" type="text"/>
IRS Legal Filing Name *	<input style="width: 100%;" type="text"/>		
	PRINT legal name of your enterprise as shown on your income tax return		
Federal Tax ID or SSN *	<input style="width: 100%;" type="text"/>	(Check one)	
		<input type="checkbox"/> Federal Tax ID <input type="checkbox"/> SSN	
Type of Business * (Check one)	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Nonprofit/Tax-exempt <input type="checkbox"/> Government Entity <input type="checkbox"/> Foreign Entity <input type="checkbox"/> LLC, Limited Liability Company		
	If you check "Foreign Entity", you must complete and provide FIS with a signed Form W-8BEN Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding. Download from http://www.irs.gov/pub/irs-pdf/fw8ben.pdf		


ACCEPTED AND AGREED:

MERCHANT



Signed by* _____
 Print Name* _____
 Title* _____
 Date Signed* _____

FIDELITY INFORMATION SERVICES, LLC



Signed by _____
 Print Name Naveen N. Nukala
 Title Line of Business Executive
 Received by FIS _____

Complete, sign and return pages 1-5 of this agreement to FIS by fax OR mail.

Fax to: 414.341.7484 Secure electronic fax. No cover page needed.

Mail to: FIS Merchant Services, Attn: Wireless Merchant, PO Box 290, Milwaukee WI 53201-0290

FNS No.

- 1 - MERCHANT INFORMATION** New Customer: **Please complete pages 1-5.**
 Existing customer adding new Services: **Please complete pages 1-5.**

* Required information

MERCHANT LEGAL NAME	<input style="width: 350px; height: 25px;" type="text"/>	Phone No.	<input style="width: 150px; height: 25px;" type="text"/>
Contact Name	<input style="width: 350px; height: 25px;" type="text"/>	Fax	<input style="width: 150px; height: 25px;" type="text"/>
Primary Address	<input style="width: 350px; height: 25px;" type="text"/>		
City	<input style="width: 250px; height: 25px;" type="text"/>	State	<input style="width: 30px; height: 25px;" type="text"/> ZIP <input style="width: 60px; height: 25px;" type="text"/>
Primary E-mail	<input style="width: 350px; height: 25px;" type="text"/>		

Selling Season – Check all that apply.

YEAR-ROUND JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

- Payments Accepted:**
 EBT (Electronic Benefit Transfer)

2 – EQUIPMENT SHIPPING INFORMATION Same as Merchant address and contact information in Section 1.

(Address to which your equipment should be shipped.)
 * Required information

MERCHANT LEGAL NAME*	<input style="width: 280px; height: 25px;" type="text"/>	Shipping Phone	<input style="width: 100px; height: 25px;" type="text"/>	Other Phone	<input style="width: 100px; height: 25px;" type="text"/>
ATTN:	<input style="width: 450px; height: 25px;" type="text"/>			FAX	<input style="width: 100px; height: 25px;" type="text"/>
C/O:	<input style="width: 450px; height: 25px;" type="text"/>			Phone No.	<input style="width: 100px; height: 25px;" type="text"/>
Shipping Address:	<input style="width: 550px; height: 45px;" type="text"/>				
	(NO PO Boxes)				
City	<input style="width: 180px; height: 25px;" type="text"/>	State	<input style="width: 40px; height: 25px;" type="text"/>	ZIP	<input style="width: 100px; height: 25px;" type="text"/>
Shipping Instructions	<input style="width: 550px; height: 45px;" type="text"/>				

3 – Funds Settlement/Bank Account

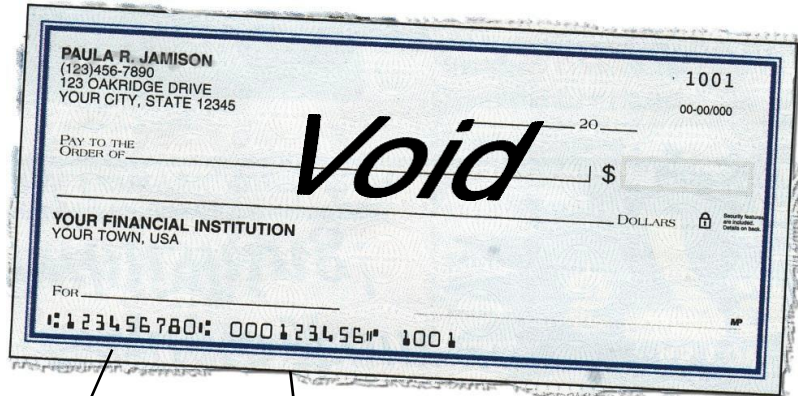
IMPORTANT!

To receive your daily funds settlement (deposit), you must have a CHECKING (not savings) account that can accept ACH debits and credits. Please see Wireless Payments Agreement, Section 6, Credits to Account, and Section 17, Merchant Responsibilities, for funds settlement details.

Your financial institution and account information will be verified using the codes at the bottom of your check.

Write VOID on a check (not deposit slip).

BEFORE faxing (or mailing) the printed copy of the Agreement to FIS, tape top edge of voided check over this picture. >>



If you return the agreement by fax, in addition to taping the check to this page, please fill in the information below from your check in case the faxed image of the check is unreadable.

* Required information

Bank Routing Number*

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Merchant's Bank Account Number*

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Transaction Processing Cutoff Time*

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Cutoff Time is when your transaction processing cuts off each day. The 24-hour period from one Cutoff Time to the next is your **Processing Day**. The ACH Deposit deadline is 3:00 p.m. PT. If your Cutoff Time is:
 BEFORE 3:00 p.m. PT, your processing day funds will be deposited in your bank account the next business day.
 AFTER 3:00 p.m. PT, your funds will be deposited in two (2) business days.

—END SECTION 1 - MERCHANT INFORMATION—

1. Definitions

Acquirer means a POS Acquirer.

Banking Day means a day that is not a nationally recognized bank holiday and on which a branch of the Federal Reserve, which is used for settlement, is open for business.

Benefit Card means a Card issued by a governmental agency, which can be used at a Wireless POS Terminal as an access device to initiate one or more Transactions.

Card means any access device associated with an account number issued to a Cardholder for use in effecting Transactions at Wireless POS Terminals, including without limitation debit cards and Benefit Cards.

Cardholder means any Recipient or other individual person or entity to which a Card has been issued and who is authorized to use such Card to initiate Transactions at a Wireless POS Device.

CAS or Cardholder Authorization System means the telecommunication and processing system (including software and hardware) operated by or on behalf of an Issuer that authorizes or declines Transaction requests.

EBT System means the Electronic Benefits Transfer (EBT) system of FIS used in the acquiring of EBT Transactions,

Equipment means the Wireless POS Terminal and battery provided to Merchant.

Documentation means: (a) with respect to the CAS operated by FIS or the EBT System, all operating bulletins (as they may be amended from time to time), and other information provided to Merchant by FIS concerning the CAS or the EBT System;

Federal Regulations means all federal laws, rules and regulations of the United States of America that are applicable under this Agreement, including but not limited to:

(a) the rules of the Food and Nutrition Service, United States Department of Agriculture that are published in 7 CFR Chapter II (7CFR 274.12); and (b) any other federal laws, regulations and rules that are applicable to the EBT System, including but not limited to the federal Electronic Funds Transfer Act (Title IX of the Consumer Credit Protection Act, 15 U.S.C. 1693 et seq.) and Regulation E (12 C.F.R.205) promulgated thereunder; the federal Truth- In-Lending Act (15 U.S.C.1601 et seq.) and Regulation Z (12 C.F.R. Section 226) promulgated thereunder; and all applicable International Standards Organization (ISO) and American National Standards Institute (ANSI) standards referenced in any such laws, regulations or rules.

FNS means USDA Food & Nutrition Services. FNS issues the Authorization number for SNAP (Supplemental Nutrition Assistance Program) food benefits.

Merchant means a retailer that has been approved by

FNS and has entered into a contract with FIS for Transaction Processing Services;

Network means any national or regional electronic funds transfer network or other card processing network supported by or through FIS, including but not necessarily limited to Visa, MasterCard, MAC, Plus, Cirrus, STAR, NYCE, Pulse, American Express and Discover.

PIN means a Recipient's personal identification number.

POS means point of sale.

Processing Services means the computer data processing services provided by FIS to Merchant through the EBT System, as applicable, in accordance with this Agreement and may include Wireless POS Terminal driving, links to Networks, Transaction switching, and other support services.

Quest® Operating Rules means the Quest® Operating Rules issued by the National Automated Clearing House Association, as amended from time-to-time.

Recipient means any individual person who is authorized to use a Benefit Card.

Transaction means: (a) with respect to the EBT System, one of the following transactions initiated at a Wireless POS Terminal and processed by the EBT System: Benefit Balance Inquiry, Food Stamp Purchase, Food Stamp Return, Cash Purchase, Void Last, Voucher Clear Purchase or Voucher Clear; an authorization request, cash withdrawal, payment transaction, refund, or reversal initiated by a Cardholder at a Wireless POS Terminal and that is transmitted to FIS for processing under this Agreement.

UL means Underwriters Laboratories, the American safety consulting and certification company. UL is one of several companies approved to perform safety testing by the US federal agencies.

Wireless POS Terminal means a wireless POS transfer device, which machine or device is under the control of a Merchant and which can be used by a Cardholder to initiate a Transaction.

Any other terms that are capitalized in this Agreement but not defined in this section or elsewhere in the Agreement shall have the meanings as specified in the Quest® Operating Rules.

2. Headings
The titles and headings preceding the text of the sections and paragraphs of this Agreement have been inserted solely for convenience or reference and shall neither constitute a part of this Agreement nor affect its meaning, interpretation or effect.

3. Changes
Changes to this Agreement may only be made by the execution of written Schedules and/or amendments to this Agreement by authorized representatives of both parties in a format specified by FIS.

4. Wireless POS Terminals and Services
FIS will provide the equipment to the Merchant and Merchant will obtain from FIS the Wireless POS Terminal

installation, activation information.

Following activation of the Wireless POS Terminal(s) by FIS and during the Term of this Agreement, FIS agrees to provide and Merchant agrees to accept and use the Processing Services, as applicable, all in accordance with the terms and conditions of this Agreement.

5. EBT Supply Reimbursement

All Merchants who perform EBT SNAP and cash transactions using EBT-Only POS (point of sale) equipment will be reimbursed for supplies at \$0.0053 per transaction. Merchant's supply reimbursement will be deposited via Automated Clearing House (ACH) to the bank account specified on the *Wireless Payments Agreement* ("Settlement Account"). This reimbursement covers the cost of receipts for EBT transactions.

6. Credits to Account

Merchant's Settlement Account shall be credited in an amount equal to the aggregate value of all on-line and all authorized offline Transactions completed pursuant to this Agreement no later than, depending upon time of Merchant processing cutover, either one (1) or two (2) bank business days following the day on which such Transactions occur less monthly other required deductions. FIS shall guarantee settlement for all Transactions authorized by FIS on behalf of the State. EBT-only Merchants shall have a cutover time of 3:00 p.m. Pacific Time (PT) with the option to change. For cutover times prior to 3:00 p.m. PT, funds will be deposited to the Merchant's bank on the next bank business day following the day on which the Transactions occurred. For cutover times after 3:00 p.m. PT, funds will be deposited two banking days following the day on which the transactions occurred. FIS reserves the right to discontinue authorizing Transactions if FIS fails to receive reimbursement of funds from the State. In the event of such a discontinuance, FIS shall use commercially reasonable efforts to notify Merchant.

7. Settlement Account Information

Merchant must provide FIS notice of any changes to its Settlement Account information within three (3) days of any changes to the Settlement Account Information. In the event Merchant fails to notify FIS of such changes, Merchant shall be responsible and shall reimburse FIS for any fees or costs assessed on FIS for failing to maintain correct settlement information.

8. Merchant Tax ID/FEI

FIS is obligated to send Merchant an IRS Form 1099 annually. Merchant must provide FIS with its correct Federal Tax ID/FEI. In the event that FIS is assessed any fees from the IRS as a result of Merchant's failure to provide FIS with the correct tax information, Merchant shall reimburse FIS for any such fees.

9. Warranties

- (a) FIS warrants that, during the Term of this Agreement, all Products and Services described here will comply, in all material respects, with the specifications described in the

applicable Documentation; that the Processing Services will be performed in a workmanlike manner; and that its employees shall have the proper skill, training, and background so as to be able to perform the Processing Services in a workmanlike manner.

- (b) Merchant represents and warrants that, as of the Effective Date, and at all times during the Term of this Agreement: (i) all information contained in Merchant's application to purchase the Products and Services reflected in this Agreement, together with any other information provided to FIS by Merchant in connection with this Agreement, is true and complete in all material respects; (ii) it has the power to execute, deliver and perform this Agreement; (iii) this Agreement is duly authorized and will not violate any provisions of law or conflict with any other agreement to which Merchant is subject or by which Merchant's assets are bound; and (iv) there is no action, suit or proceeding, pending, or threatened, that, if adversely decided to Merchant, would impair Merchant's ability to carry on its business or perform its obligations under this Agreement.

EXCEPT AS SPECIFICALLY STATED IN THIS SECTION, ALL PRODUCTS AND SERVICES PROVIDED BY FIS ARE "AS IS", AND FIS DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, PERFORMANCE, CONTINUOUS USE OR ERROR-FREE OPERATION.

10. Remedies and Limitations of Liability

The parties acknowledge that circumstances could arise entitling a party to damages or rescission arising from a failure by the other party to perform its obligations under this Agreement and have agreed, in all such circumstances, that the remedies of the non-defaulting party and the liabilities of the defaulting party shall be limited to those set forth in this Agreement. For any breach or default of this Agreement by FIS, the sole liability of FIS shall be to remedy the breach. Each party reserves the right to obtain equitable relief where appropriate. Each party waives any and all claims against the other party for incidental, special, punitive, indirect or consequential damages of any kind. In addition to the preceding limitations, FIS shall not be liable for any losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, delays, costs or expenses, including reasonable attorney's fees, (collectively "Losses") of any kind unless Merchant provides written notice to FIS of the event that gave rise to the alleged liability within thirty (30) days of occurrence. No action arising out of this Agreement may be brought by Merchant more than one (1) year following the event that gave rise to the action. FIS' total liability to Merchant with respect to any Card

Transaction shall not exceed the amount represented by the Transaction documentation in connection with that Card Transaction. If any FIS Service is ever inoperative or unavailable, Merchant's sole and exclusive remedy is the retransmission of data when the Service becomes operational again. These limitations shall apply regardless of the form of action and whether the action is brought in contract, tort (including, but not limited to, negligence), strict liability, or otherwise.

11. Indemnification

- (a) Except as provided by subsections 9(b) and 9(c) below, Merchant shall indemnify, defend, and hold FIS harmless from and against any and all claims, demands, and causes of action of any kind made against FIS by a third party for any damages (including lost profits and any direct, incidental, consequential, special, indirect, or punitive damages) arising out of or related to the Merchant's use of the Products or Services provided under this Agreement.
- (b) FIS shall indemnify, defend, and hold the Merchant harmless from and against any and all claims, demands, and causes of action of any kind made against Merchant by a third party claiming that the Processing Services offered under this Agreement infringe a United States patent or United States copyright; provided, however, that FIS shall not be liable for any infringement or alleged infringement that results, in whole or in part, from: (a) use of the Processing Services in a manner or for a purpose not specifically described in the Agreement; (b) use of the Processing Services in combination with computer programs, processes, hardware, software, data, systems, or services owned, licensed or provided by someone other than FIS; (c) Merchant's products or services; (d) modification, change, amendment, customization, or adaptation of the Processing Services not made wholly by FIS; or (e) Merchant's failure to implement corrections or changes provided by FIS. If a claim of infringement has been asserted, or in FIS's opinion is about or likely to be asserted, FIS may, at its option either: (1) procure for Merchant the right to continue using the Processing Services; (2) replace or modify the Service, Software, or Deliverable Processing Services so that they become non-infringing; (3) terminate the Processing Services; or (4) defend the action on Merchant's behalf and pay any associated costs or damages. This subsection contains the entire liability of FIS for any alleged infringement.
- (c) FIS shall indemnify and hold harmless Merchant in accordance with Chapter 10, Liabilities and Indemnification, of the Quest Operating Rules when Merchant qualifies as a Participant pursuant to such rules.
- (d) The obligation to indemnify under this Section is contingent upon: (i) the indemnified party's promptly

notifying the indemnifying party in writing of any claim subject to such indemnity obligation; (ii) the indemnifying party's having sole control over the defense and settlement of the Claim; (iii) the indemnified party's reasonably cooperating during defense and settlement efforts (at no charge to the indemnifying party); (iv) the Claim(s) not arising, in whole or in part, out of the action or inaction of the indemnified party; and (v) the indemnified party's not making any admission, concession, consent judgment, default judgment or settlement of the Claim or any part thereof.

12. Force Majeure

Neither party shall be liable for any losses or be in breach of its obligations under this Agreement as a consequence of any act or cause that is beyond its reasonable control and without its fault or negligence, provided that reasonable notice is given to the other party of the existence of such act or cause.

13. Waiver

The failure of either party to enforce at any time any provision of this Agreement, or to exercise any right provided for by this Agreement, shall not in any way be construed as a waiver of such provision or right, nor shall it affect in any way the validity of this Agreement or any part of this Agreement, or limit, prevent, or impair the right of either party to enforce such provision or to exercise such right at a later time.

14. Confidential Information

"Confidential Information" means a party's proprietary or confidential information that has been designated as Confidential Information or that, by the nature of the circumstances surrounding the disclosure, ought to, in good faith be treated as confidential or proprietary information.

Confidential Information includes information regarding customers that qualifies as "Non-Public Personal Information" ("NPI") under the Gramm-Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat 1138 ("GLBA") or its state law equivalents, and as further described in the guidelines that have been adopted by federal regulatory agencies regarding the safeguarding of consumer information, response programs and customer notice in the event of unauthorized access to customer information.

Confidential Information shall not include information that is or becomes publicly known through no wrongful act of the party receiving the information; becomes known without confidential or proprietary restriction from a source other than the disclosing party; can be shown by written records that the recipient possessed the information prior to the disclosure by the disclosing party; or was or is independently developed without use of or reference to Confidential Information from the other party. Each party agrees and acknowledges that (i) during the course of this Agreement, it may learn certain Confidential Information of the other party; (ii) Confidential Information shall remain the sole and exclusive property of the disclosing party; (iii) Confidential

Information is made available to the receiving party on a limited use basis solely for use as required by or set forth in this Agreement; (iv) it will not sell, disclose, or otherwise make Confidential Information available, in whole or in part, in a manner not provided for in this Agreement, without the prior written consent of the other party, except that a party may disclose Confidential Information to its affiliates and independent contractors who have assumed confidentiality obligations in accordance with this Agreement; and (v) it will utilize no less than a reasonable degree of care to prevent disclosure of Confidential Information to any unauthorized person or entity.

15. Use and Ownership of Intellectual Property and Information

Any and all Confidential Information, software or other work product provided by FIS to Merchant, and any derivative works, modifications, adaptations or enhancements therefrom or thereto, shall remain the sole and exclusive property of FIS.

The Merchant agrees that FIS may store, disclose, and use information obtained by FIS under this Agreement to the extent and only in such manner that such storage, disclosure, and use shall be for purposes of performing the obligations of FIS under this Agreement or for purposes permitted under federal, state, or local statutes, regulations, and requirements applicable to FIS.

16. Use of Technology

Merchant acknowledges that the technology of FIS, including but not limited to its method of processing Transactions, computer programs, and message formats, has been developed on an ongoing basis through the expenditure of a significant amount of time, effort, and resources. Merchant shall not use any of technology of FIS for any purpose other than as contemplated by this Agreement.

17. Merchant Responsibilities

Merchant shall use the Wireless POS Terminal only to provide the applicable Transactions. Merchant shall maintain a checking account at its financial institution for the purpose of electronic settlement of Transactions. This checking account must accept debit and credit ACH transactions. Merchant shall notify FIS of any Transaction, which is erroneously or believed to be erroneously handled by the EBT System within six (6) business days from the original Transaction date. Merchant shall supply FIS with any supporting documentation upon request. Failure to notify FIS within such six (6)-day period waives any right to an available adjustment. In addition, FIS may initiate adjustments where a Cardholder submits a substantiated claim within the timeframe allowed by applicable law, regulation or rule, (including but not limited to any Federal Regulation), or where other system errors have been identified.

Unless specifically allowed by Federal Regulations or other applicable law, Merchant shall not charge Recipients a fee for providing benefits or doing a balance inquiry.

Merchant represents itself to be properly authorized by the

Food and Nutrition Service of the U.S. Department of Agriculture (“FNS”) to accept SNAP (Supplemental Nutrition Assistance Program) food benefits in accordance with Federal Regulations. Merchant shall notify FIS immediately in the event it is no longer so authorized or approved and the Agreement shall immediately terminate. Merchant agrees to display Quest service marks or any other licensed marks of any governmental entity, and other materials supplied by FIS, in accordance with the standards set by the state in which the Services are provided (“State”). Merchant will use the service marks only to indicate that Benefit(s) can be redeemed at Merchant’s location and will not identify or otherwise single out EBT Cardholders as recipients of the food benefit assistance program. The use or disclosure of any information concerning a Recipient or Cardholder for any purpose not directly connected with the performance of Merchant’s duties pursuant to this Agreement is prohibited and is a material breach of this Agreement.

18. Third Party Products and Processing Services

If Merchant requests or requires access to Networks or to other third-party service providers using the wireless POS device, Merchant agrees to enter into the appropriate agreements with such Networks or third-party service providers, governing such use.

19. Merchant’s Remedies

FIS will provide accurate output from input material submitted for processing, except that FIS shall not be responsible for the accuracy or adequacy of input material nor the resultant output from any inadequate or inaccurate input data. The accuracy and adequacy of input shall be judged as received at the FIS data processing center. The accuracy and adequacy of output shall be judged as sent from the FIS data processing center. In the event that employees of FIS cause errors in Merchant’s data to occur and Merchant requests correction of such data within sixty (60) days of the error, FIS will, as Merchant’s sole remedy for such errors, correct such data as necessary at the expense of FIS. Merchant is required to provide all information reasonably requested with respect to alleged errors.

20. Compliance with Laws

Merchant agrees to comply with all applicable Federal Regulations and any other statutes, regulations, and requirements of the State and FNS concerning the subject matter of this Agreement. Merchant will cooperate with FIS by performing any specific directions given by FNS, the State or any other regulatory agency having jurisdiction that are made necessary as a result of such statutes, regulations, and requirements. FIS and Merchant shall comply with the Quest® Operating Rules, and each shall be solely responsible for their respective costs related thereto.

The functions and features of the Processing Services shall be capable of complying with all Federal Regulations in effect at the time the Services were ordered by Merchant, to the extent such functions and features as

described in the Documentation allow or assist Merchant to comply with such Federal Regulations. If changes in Federal Regulations require any modification to the Processing Services, FIS shall, at its expense, make such changes as are required to conform to then-current Federal Regulations, except to the extent such changes are outside the features and functions of the Processing Services.

21. Equipment

Equipment will be shipped to Merchant by FIS. Risk of stolen Equipment or loss or damage to Equipment shall pass to Merchant upon delivery of Equipment to Merchant. Merchant must notify FIS promptly if Equipment is lost, stolen, or damaged. If Merchant believes Equipment is malfunctioning, Merchant shall call the appropriate FIS' phone number posted on the terminal to report such problem. FIS will attempt to determine by phone if there is an Equipment problem. Merchant shall cooperate with FIS in attempting to resolve any Equipment problems. If any Equipment has a problem that would negatively impact benefit distribution, FIS shall replace the Equipment within forty-eight (48) hours of initial notification from Merchant. If replacement Equipment is shipped to the Merchant, the Merchant may call the appropriate FIS' phone number posted on the terminal for assistance with the replacement process. The use of Equipment for any reason other than receipt and use of the Services provided by FIS hereunder is strictly prohibited. FIS shall provide Merchant with the software necessary to load into the Equipment. Merchant will be responsible for utilizing a UL approved power strip with a surge protector when plugging the Wireless POS Terminal or base into an electrical outlet.

22. Offline Vouchers

Offline (manual) vouchers are used when a Wireless POS Terminal is not working or the EBT System is not available and merchant needs to perform a Food Purchase or Return Transaction. If electronic authorization of food benefits is not available, and the Merchant chooses to complete the sale, Merchant must comply with the offline processing procedures and State specific limits as listed on the Offline Voucher and POS Manual. In a situation where an Emergency Voucher (different from an Offline (manual) voucher would occur, the Merchant is responsible to call the appropriate toll-free number. The customer service representative will provide detail on how to authorize such a Transaction over the phone in this situation.

23. Settlement

"Settlement" is the transfer of funds to Merchant to compensate Merchant for the goods disbursed at Merchant's Wireless POS Terminal to Cardholders. Settlement involves only those funds involved in Transactions that are processed through the EBT System. The settlement function is performed on a daily basis on each Banking Day. Settlement will be processed through the FIS designated Federal Reserve Bank to the

Merchant account. There will be one (1) daily entry for the net amount "due to" Merchant for all Transactions that are processed through the EBT System. This amount includes all debits and credits sent to and received from the EBT System between the prior settlement and 3:00 p.m. PT each day. The settlement entry for Merchant's account will be made on the next Banking Day. Weekend settlement consists of three (3) separate entries for Friday, Saturday, and Sunday and will be posted on the next Banking Day. If Merchant is located in or settling through other Federal Reserve jurisdictions, settlement entries for Merchant may be delayed pursuant to Federal Reserve inter-district settlement.

Merchant assumes responsibility for auditing and balancing the data contained in any reports and for reconciling any out-of-balance condition. Merchant will notify FIS of any out-of-balance condition that Merchant believes to be, or reasonably should have believed to have been, caused by a failure of FIS' Services, by midnight of the third (3rd.) working day immediately following the day of receipt of such data by Merchant. Any failure of Merchant to notify FIS of any out-of-balance condition within such time period waives Merchant's right to an available adjustment.

24. Audit Requirements

FIS shall have the right, during the Term of this Agreement, upon reasonable notice and during normal business hours, to conduct a review of the books and records of Merchant to determine or to verify the compliance of Merchant with its obligations under applicable law and this Agreement. Merchant shall be subject to examination and audit when requested by the Federal or State Government or certified public accountants satisfactory to FIS of all its functions in connection with the processing of items to and from the EBT System.

25. Error Resolution

Merchant is obligated to cooperate fully with FIS and all other participants in the EBT System in the resolution of disputes and system errors. With respect to the EBT System, error resolution will be handled in accordance with the Quest® Operating Rules and any applicable Federal Regulations. Merchant shall notify FIS of any Transaction that is erroneously, or believed to be erroneously, handled by the EBT System within the timeframes required by FNS regulations and the Quest® Operating Rules from the original Transaction date. Failure to notify FIS within such time period waives Merchant's rights to an Acquirer-Initiated Correction. FIS may request copies of receipts and other available records from Merchant for purposes of resolving any claim of a system error. Merchant must provide requested information to the extent available within the time specified in the then current Quest® Operating Rules, Network rules or applicable law concerning error resolution.

26. Information Disclosure

Notwithstanding anything in this Agreement to the

contrary, Merchant acknowledges that FIS may release information regarding Merchant's use of the EBT System upon request by any Federal or State agency having authority to request such information. The use or disclosure by Merchant of any information concerning a Recipient for any purpose not directly connected with the performance of Merchant's duties is prohibited.

27. Assignment

Merchant is not permitted to assign this Agreement or any rights, duties, nor responsibilities under this Agreement without the prior written consent of FIS, which consent shall not be unreasonably withheld, delayed or conditioned.

28. Notices

All notices provided for by this Agreement shall be made in writing and addressed to the address set forth in Section 1 of this Agreement, or in accordance with the last written instructions received from each party concerning the person and address for such notices. Such notice shall be effective upon receipt. Any notice related to default or termination shall be sent by registered or certified mail.

29. Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of this Agreement shall not in any way be affected or impaired.

30. Independent Status

Neither party shall be deemed an agent, partner or co-venturer of the other by reason of this Agreement or of any Products or Services provided under this Agreement.

31. Governing Law and Disputes

This Agreement shall be governed by the laws of the State of Florida, without regard to conflict of law provisions. Each party irrevocably consents to the jurisdiction and venue of the state and federal courts located in the State of Florida for the resolution of any matter arising under this Agreement and for which judicial relief is sought. Neither party shall institute any judicial action against the other party in any court located outside the State of Florida. Each party waives any claim of a non-convenient forum or other objection to such jurisdiction.

32. Construction

Unless explicitly stated otherwise, for an event that calls for either party to exercise its judgment, give its consent, or perform an obligation, a standard of reasonableness shall apply. The parties expressly acknowledge that the terms and conditions of this Agreement have been the subject of review, discussion, and participation by both parties. Those provisions of this Agreement that by their terms, nature or senses survive any termination or expiration of this Agreement shall so survive in accordance with their terms.

33. Termination

Either party may terminate this Agreement in its entirety,

effective thirty (30) days after providing written notice of a material breach to the other party that remains uncured prior to the effective date of termination. Merchant may terminate this Agreement by providing written notice of termination within thirty (30) days after receipt of notice from FIS of material change to the terms and conditions of this Agreement, or material change in the Quest® Rules that is adverse to Merchant's interests.

FIS may terminate this Agreement at any time upon thirty (30) days' prior notice to Merchant in the event of any material change to the Quest® Operating Rules, Network rules or Federal Regulations that is adverse to the interests of FIS.

Merchant shall immediately resolve any operational problem within the EBT System that Merchant has caused upon discovery by Merchant or after oral notification by FIS, whichever is earlier. FIS may terminate this Agreement thirty (30) days after Merchant's receipt of written notice that Merchant has caused an operational problem within the EBT System.

FIS may terminate this Agreement immediately upon the request of the State or Federal Agency with appropriate jurisdiction. Either party may also terminate this Agreement in its entirety, effective immediately upon written notice, if the other party (i) fails to protect the other party's Confidential Information in accordance with the terms of this Agreement;

(ii) makes a general assignment for the benefit of its creditors;

(iii) suffers the appointment of a trustee, liquidator, or receiver for its business or property; (iv) is the subject of a bankruptcy, receivership, insolvency, dissolution, or liquidation proceeding; or (v) is adjudicated insolvent or bankrupt.

Termination of this Agreement shall not relieve either party from any obligation accrued through the date of termination or from any terms and conditions in this Agreement that continue beyond termination.

34. Nondiscrimination

Merchant shall not on grounds of race, color, religion, sex, sexual preference, national origin, creed, marital status, age, Vietnam era or disabled veteran's status, or the presence of any sensory, physical or mental handicap: (a) deny an individual any Services or benefits provided under this agreement; (b) provide any Services or benefits to an individual which are different, or are provided in a different manner, from those provided to others under this Agreement;

(c) deny any individual an opportunity to participate in any program provided by this Agreement through the provision of Services or otherwise, or afford an opportunity to do so which is different from that afforded under this Agreement.

35. Entire Agreement

This Agreement constitutes the entire agreement of the

parties with respect to its subject matter and supersedes all existing agreements and other communications, written or oral. Except where specifically indicated in this Agreement, any modification or amendment must be in writing and signed by both parties. No purchase order or other Merchant form will modify, supersede, add to, or in any way vary the terms of this Agreement. Any acknowledgment by FIS of such a Merchant form shall be solely for informational purposes. A photocopy or facsimile of signatures shall be satisfactory proof of offer and acceptance of this Agreement by both parties.

END OF AGREEMENT