ORLAND PARK PUBLIC LIBRARY
A Natural Connection

MyPC Easy Booking

Complete Print Management
Library Print Edition

Payment Kiosk
Coin, Bill, Credit Card & Card

Quotation Date
August 15, 2018
Valid for 60 Days
Quote # MS8152018OPPL

MYPC and Print Management w/(3) Coin/Bill/Credit Card Kiosks and (3) Point of Sale Solutions

ACKNOWLEDGE TO:	CUSTOMER CONTACT:
Orland Park Public Library 708-428-5167	Ian Lashbrook Digital Services Manager
BILL TO:	**SHIP TO:**
Orland Park Public Library 14921 Ravinia Avenue Orland Park, IL 60462	Orland Park Public Library 14921 Ravinia Avenue Orland Park, IL 60462

Customer:		Reference No.		Tax:	
Existing	New	PO No.		Order Subject to Applicable Sales and Use Taxes.	
X		Sales Rep:	Mick Smith		
Requested Delivery Date:		**Requested Method of Shipment:**		**Non-Taxable**	**Exempt No.**
		Standard UPS Ground			

Product No.	Qty	Description	Unit Price	Gross Amount
MyPC Base	1	MyPC Software Licenses - Base License	$ 1,995.00	$ 1,995.00
MyPC -ADD	36	MyPC Migration Workstation License	$ 19.00	$ 694.00
MyPC-ASM-IMWS	1	MyPC Software Maintenance (12 Months)	$ 551.00	$ 551.00
TBS-ILS-CL	1	TBS ILS Connector Licenses	$ 795.00	$ 795.00
PCUT-MF	1	PaperCut MF - Library Edition (Main Location)	$ 898.00	$ 898.00
PCUT-CCC	3	Cartadis cPad Connection Licences	$ 75.00	$ 225.00
PCUT-CVL	3	Cartadis cPad Value Loader Release Modules	$ 330.00	$ 990.00
PCUT-UAS	1	Upgrade assurance and support (12 months)	$ 424.00	$ 424.00
TBS KIOSK CC	1	TBS Kiosk Cpad W/Coin, Bill and Credit Card for Print Release	$ 3,795.00	$ 3,795.00
BSA-KIOSK	1	Annual Maintenance (1st 12 months Included)		Included
KRFK-CPAD	2	Cpad Retro Kit to add to an existing Tower	$ 1,195.00	$ 2,390.00
KRFK-BAR CODE	2	Bar Code Retro Kit to add to an existing Tower	$ 265.00	$ 530.00
KRFK-CREDIT CARD	2	Credit Card Retro Kit to add to an existing Tower	$ 695.00	$ 1,390.00
MAGNA POS LM	1	Location Manager for the Building for Central Consolidation/Audit	$ 850.00	$ 850.00
MAGNA POS	3	Library Edition Software per PC (Using existing PC's)	$ 895.00	$ 2,685.00
MAGNA POS D	3	Cash Drawers (using existing Scanners and Receipt Printers)	$ 199.00	$ 597.00
MX915	3	**Verifone MX-915 Credit Card Terminal Monthly Fee ($42.75 each)**		**See Attached**
BSA-MAGNA	1	Annual Maintenance (1st 12 months Included)		Included
			Sub-Total	$ 18,809.00
			Professional Services- Includes Both Remote and On-Site Installation and Training	$ 2,100.00
			Total Purchase Price	**$ 20,909.00**

5 Year Lease Option (Includes all maintenance) for (5) Annual Payments of ☐ $8,619.90 ($6,758.70 + Monthly CC $1,861.20)

Requirements: A PC, scanner and receipt printer is required for each of the POS systems. Merchant processing transaction fees and flat monthly processing fees are not reflected on this quote.

Notes: There is an $8.95 monthly charge for each Credit Card terminal on the Print Release Kiosk Towers. **If purchased**, Annual Maintenace for Each Tower is $595, plus $200 for each Cpad, PaperCut $254, MyPC $812, POS $720. **If Leased** all maintenance for entire term is included.

Customer: BY EXECUTION HEREOF UNDERSIGNED CERTIFIES ORDERING OF ABOVE EQUIPMENT AND SERVICES

TODAY'S BUSINESS SOLUTIONS

By: Mick Smith

Director of Sales

By: MARY K. WEIMAR [redacted]

Authorized Signature

LIBRARY DIRECTOR
Title

11/1/18
Date

Today's Business Solutions Inc.
7820 S Quincy St., Willowbrook, IL 60527
Phone: 630-537-1370
Fax: 630-537-1369

Please email purchase orders to: orders@singlecard.com
Include the TBS Quote # on your purchase order.

Terms and Conditions

1. Freight Prepaid
2. This price quote is good for 40 days from the date of this quotation
3. TERMS are Net 30 days from the date of shipment (not installation)
4. Lead-time is 6-8 weeks
5. Equipment remains TBS Inc. property until payment is received

ORLAND PARK PUBLIC LIBRARY

A Natural Connection

Credit Card Terminal Rental & Service Subscriptions

TBS

ACKNOWLEDGE TO:	CUSTOMER CONTACT:
Orland Park Public Library 708-428-5167	Orland Park Public Library Digital Services Manager
BILL TO:	**SHIP TO:**
Orland Park Public Library 14921 Ravinia Avenue Orland Park, IL 60462	SAME

Customer:		Reference No.		Tax:	
Existing	New	PO No.		Order Subject to Applicable Sales and Use Taxes.	
X		Sales Rep:	Mick Smith		
Requested Delivery Date:		**Requested Method of Shipment:**		**Non-Taxable**	**Exempt No.**
		Standard UPS Ground			

	Services & Device Subscriptions	Amount
	Point Classic Services Subscription	$ 42.75
	Verifone MX915	Included
	Secure Commerce Application	Included
	Transaction Gateway	Included
	Data Encryption and Tokenization	Included
	Estate Management	Included
	Remote Key Loading	Included
	Warranty or Repair	Included
	NFC Payments Enablement	Included
	EMV	Included
	Software Updates	Included
	PCI/SAQ	Included
	Low Contour MX Stand	Included
	Priority Exchange	Included
	Monthly Fee per terminal	$ 42.75

Notes:
This monthly fee applies to each terminal. Requirements: A PC is required for each of the POS systems. Typical installation is on an existing circ desk PC. There will be a subscription fee for the credit card terminal. Your merchant processing transaction fees and flat monthly processing fees are not reflected in this quote.

Customer: BY EXECUTION HEREOF UNDERSIGNED CERTIFIES ORDERING OF ABOVE EQUIPMENT AND SERVICES

TODAY'S BUSINESS SOLUTIONS

By: Mick Smith

Director of Sales

By: MARY K. WEIMAR [redacted]

LIBRARY DIRECTOR 11/1/18
Title Date

Today's Business Solutions Inc.
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COVER PAGE

TO

STANDARD MERCHANT AGREEMENT FOR VERIFONE POINT SOLUTION

(FOR SALE THROUGH RESELLER - DEVICE RENTAL 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 and Exhibit B to the attached Standard Merchant Agreement.

Name of Merchant: Orland Park Public Library
(Please include full legal entity name, indicating whether a corporation, LLC, or partnership)

Name of Reseller: Swyer Associates, Inc
(Please include full legal entity name, indicating whether a corporation, LLC, or partnership)

Type of Verifone Point Solution: Classic

Rental Devices

	Base Fee *(per month, per device)*	Total Fee *(base device fee plus per month, per device fee for each option selected)*
Mx915	$35.00	$42.25
Mx925	$N/A	$N/A
Mx Options:		
Low Contour Mx Stand	$3.00	
Mx Purple Cable	$2.75	
Vx520	$N/A	$N/A
Vx805	$N/A	$N/A
Vx820	$N/A	$N/A
Vx690	$N/A	$N/A
E355 w/ barcode	$N/A	$N/A
E355 w/o barcode	$N/A	$N/A
E355 Options:		
Frame	$N/A	
Additional Options:	*(apply to all Rental Devices)*	
Priority Exchange	$1.50	
PCI/SAQ	$N/A	

Instructions: If a device or option is not included under this Agreement, put N/A in the applicable box.

Notes:

(1) Non-Return Fee: Each Rental Device is subject to a $760 Non-Return Fee; Refer to Exhibit B, clause (c) for more information about Non-Return Fees.
(2) All fees are per month per device. All fees are in U.S. dollars.

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.

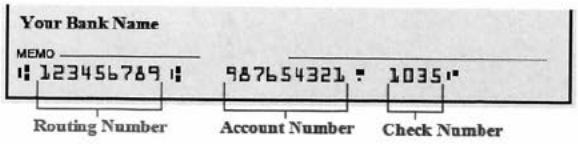
MERCHANT COMPANY NAME	VERIFONE, INC.
Orland Park Public Library *(Please include full legal entity name, indicating whether a corporation, LLC, or partnership)*	
By: [redacted] Name: MARY K. WEIMAR Title: LIBRARY DIRECTOR	By: _____ Name: Title:
Date: 11-1-18	Date: _____
Address for Notices:	Address for Notices: 88 West Plumeria Drive San Jose, CA 95134 Attn: General Counsel
Attn: Ian Lashbrook Email: ilashbrook@orlandparklibrary.org	With a copy for service of process to: Corporation Service Company 251 Little Falls Drive Wilmington, DE 19808

Verifone® ACH AUTHORIZATION FORM

Customer Legal Entity Name: *(Please include full legal entity name, indicating whether a corporation, LLC, or partnership)*	ORLAND PARK PUBLIC LIBRARY

Bank Account Information

Name on Bank Account	[redacted]		
Name of Financial Institution	[redacted]		
ABA Routing Number	[redacted]	Account Number	[redacted]
Currency Code	USD ✓	Account Type	[redacted] Savings



Prior to signing this ACH agreement, Customer shall confirm with its financial institution above that Verifone's ACH Company ID number [redacted] is not blocked by such entity and hereby represents and warrants that it has confirmed same (SEE PER INCIDENT FEE BELOW FOR BLOCKED ACCOUNTS).

This ACH agreement is being entered into in conjunction with Verifone's commercial agreement with Customer for products, software or services ("Agreement"). Payment will be initiated in accordance with the Agreement. In the event of any conflict between the Agreement and this ACH agreement, this ACH agreement shall control.

Customer hereby authorizes Verifone: (a) to debit directly from the Account the full amount (or portion thereof) of any fees and other payments due Verifone under the Agreement (including any and all interest, taxes, fees and other amounts chargeable to Customer under the Agreement), when and as the same shall become due and payable, (B) TO DEBIT DIRECTLY FROM THE ACCOUNT A $25 PER INCIDENT FEE IN THE EVENT THAT VERIFONE IS UNABLE TO DEBIT THE ACCOUNT DUE TO INVALID ACCOUNT NUMBER, INCORRECT ACOUNT INFORMATION, OR INSUFFICIENT FUNDS, BECAUSE THE ACCOUNT IS BLOCKED BY CUSTOMER'S FINANCIAL INSTITUTION OR OTHERWISE DUE TO FAULT OF CUSTOMER (FOR CLARITY SUCH FEE SHALL BE CHARGED FOR EACH SUCH DEBIT FAILURE), and (c) if necessary, to initiate credit entries to the Account to reverse all or a portion of a debit. Verifone reserves the right to verify Customer's information provided herein, and the availability of funds, using a third-party service provider. Verifone and Customer agree that ACH transactions involving the Account must comply with the provisions of U.S. law.

If Customer believes that any payment transaction initiated by Verifone (or its agent) with respect to the Account is erroneous, or if Customer needs more information about any such transaction, Customer should contact Verifone as soon as possible by telephone at (727) 953-4000. In any event, Verifone must hear from Customer no later than 90 days after the date the questionable transaction first appeared on the Account in order to receive a credit. Verifone will attempt to determine whether an error occurred within ten (10) business days after Verifone hears from Customer and will correct any error promptly. If Verifone needs more time, however, Verifone may take up to forty-five (45) days to investigate Customer's complaint or question.

This ACH agreement shall remain in full force and effect until the earlier of (a) Verifone has received written notification from Customer of its termination in such time and in such manner as to afford Verifone and its financial institution a commercially reasonable opportunity to act on it, (b) termination of Customer's obligation to pay Verifone under the Agreement, or (c) termination by Verifone upon written notice to Customer. Any termination of this ACH agreement shall not relieve Customer of its payment obligations under the Agreement. This ACH agreement shall be governed by the governing law applicable to the Agreement.

Billing Address

Billing Street	11921 RAVINIA Avenue		
Billing City	ORLAND PARK		
Billing State	Illinois	Billing Zip Code	60462

Authorized Signer Information

Signer	MARY K. WEIMARI	Email	mweimar@orlandparklibrary.org
Title	Library Director	Phone #	708 4285203
Signature	[redacted]	Date	11-6-18

If you have more than one authorized signer on this account, please attach additional sheets as necessary to include their names and signatures. Also, please attach proof of account authority for above signer if signing on behalf of an entity (e.g., corporate board resolution, authorization letter signed by a senior office, etc.)

VERIFONE POINT SOLUTION

STANDARD MERCHANT AGREEMENT (VIA RESELLER)

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**"). 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**."

This agreement for the Point Solution is between Merchant and Verifone. Because Merchant is subscribing to the Point Solution via the reseller named on the Cover Page ("**Reseller**"), Merchant may have entered into a separate agreement with Reseller with respect to the Point Solution and/or Reseller's products or services. Further, Reseller has certain responsibilities to Merchant as set forth in this Agreement. Verifone is not a party to Merchant's separate agreement with Reseller, and in any event Verifone is not responsible for the acts or omissions of Reseller, or for Reseller's responsibilities under this Agreement, and disclaims all liability with respect thereto.

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", respectively, for purposes of this Agreement. During the Agreement Term (as defined in Section 1(f)(i) below), Merchant may subscribe to the Point Solution for a supported Verifone payment device at the applicable price set forth on the Cover Page by following Verifone's standard order process. Verifone shall provide the Point Solution for each such payment device commencing with shipment of such device to Reseller, Merchant or Merchant's designated agent and continuing until the earlier of (A) the date that Verifone has completed the deactivation process for such device pursuant to Merchant's device deactivation request made in accordance with Verifone's standard procedures, or (B) termination of this Agreement (the "**Service Term**"). Merchant must submit its device deactivation request through Reseller. Upon termination of the Service Term for such device, Merchant must cease using the Point Solution for such device.

(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 for territories of the United States if Merchant is processing its payment card transactions 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 Service (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 Service prior to Verifone's notification that it has ceased support for such device, in each case for the remainder of the Initial Agreement Term or the then current Renewal Term (each as defined in Section 1(f)(i) below).

(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 install (or 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 a "**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.

(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 or in the event Merchant is the subject of a dissolution, reorganization, insolvency, or bankruptcy action; (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; (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 may be made available hereunder, if and as specified on the Cover Page and in Exhibit A (each, a "**Third-Party Service**"). Merchant agrees that (A) any Third-Party Service provider shall be a third party beneficiary of this Agreement, (B) such Third-Party Service provider shall not be directly liable for any claims made by Merchant; (C) such Third-Party Service provider's provisioning of its services are subject to the same waivers, disclaimers, and other limitations as are applicable to the Point Solution; and (D) any such Third-Party Service provider shall be entitled to the same rights, remedies, and protections as are afforded Verifone hereunder with respect to the Point Solution, and shall be entitled to enforce its rights directly against Merchant to the same extent as Verifone is entitled to enforce its rights hereunder with respect to the Point Solution. 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 Third-Party 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) Effect of Termination; Survival.

(i) Upon the termination of this Agreement, Merchant may no longer subscribe to the Point Solution for new Verifone payment devices, all Service Terms shall terminate, and Merchant shall immediately cease using the Point Solution subscribed to for all of its Verifone payment devices.

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

2. FEES; BILLING; PAYMENT.

(a) Fees. The fees set forth on the Cover Page (and any changes to such fees) are determined by Reseller. Additional fees for certain events related to Rental Devices are set forth in Exhibit B ("**Additional Fees**"). Merchant shall confirm with Reseller whether Reseller or Verifone will be responsible for billing Merchant for amounts due under this Agreement.

(b) Billing by Reseller. If Reseller is responsible for billing Merchant, the following terms shall apply:

(i) Merchant shall pay Reseller the fees for the Point Solution and the Additional Fees in accordance with Merchant's separate agreement with Reseller. If Merchant fails to pay Reseller the fees when due, Verifone shall be entitled to pursue payment of such fees directly from Merchant and may exercise its rights under Section 2(c)(iii) below and/or terminate this Agreement for non-payment in accordance with Section 1(f)(ii).

(ii) If Reseller fails to pay Verifone the fees for the Point Solution or any Additional Fees in accordance with its separate agreement with Verifone (regardless of whether Merchant has paid Reseller the fees in accordance with clause (i) above), Verifone reserves the right to withhold Merchant's access to the Verifone Point Solution until such fees are paid in full.

(iii) In the event Verifone's separate agreement with Reseller terminates, Verifone reserves the right to terminate this Agreement upon notice to Merchant.

(c) Billing by Verifone. If Verifone is responsible for billing Merchant, the following terms shall apply:

(i) Fees; Taxes. Verifone shall be entitled to bill Merchant monthly for the Point Solution subscribed to for each Verifone payment device under this Agreement, commencing with the first calendar month following commencement of the Service Term for such device and continuing until the earlier of (A) the first calendar month after completion of the Service Term, or (B) the first calendar month after termination of this Agreement, in either event with the last such bill being billed as of such calendar month. Verifone shall be entitled to bill Merchant for any Additional Fees in accordance with Exhibit B. 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**") and Verifone shall have the right to debit Merchant's designated account for all amounts due hereunder in accordance with the Payment Agreement. All payments shall be in U.S. dollars and are non-refundable.

(ii) Continued Use After Termination. Notwithstanding anything to the contrary herein, if Merchant continues to use the Point Solution for a payment device after termination of the Service Term, in violation of Section 1(a) or 1(g)(i) above (including without limitation by continuing to use the Payment Gateway, the Estate Management Service or the Software), then without limiting any other remedies hereunder or available to it at law or in equity, Verifone reserves the right to continue to bill Merchant for the Point Solution for such device (and any applicable Additional Fees) for such continued use.

(iii) Failure to Pay. If Verifone is unable to debit Merchant's designated account for all fees when due hereunder: (A) 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; (B) 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 (C) Verifone reserves the right to pursue any and all legal remedies to collect the amounts owed by Merchant, including any attorneys' fees. Verifone shall be entitled to debit Merchant's designated account for any actual additional expenses incurred by Verifone in collection efforts, including any attorneys' fees.

3. LICENSES.

(a) Point Solution. Subject to the terms and conditions of this Agreement and Verifone's receipt of Merchant's payment of the applicable fees for a Verifone payment device, Verifone hereby grants to Merchant a limited, non-exclusive, non-transferable, non-sub-licensable right and license, in the Covered Territory, to access and use the Point Solution subscribed to hereunder during the Service Term for such payment device solely for Merchant's internal business purposes. Merchant shall complete applicable online training modules in order to be able to properly access and use the Point Solution. 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. If Payment Gateway services are subscribed to under this Agreement, this Section 4(a) shall apply. 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 federal and state laws with respect to any use, sharing and dissemination of Derived Data. This Section 4(b) 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.

(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. VERIFONE MAY, FROM TIME TO TIME, PROVIDE ITS POINT SOLUTION ROADMAP OR PROJECTED IMPLEMENTATIONS FOR THE POINT SOLUTION; SUCH INFORMATION IS NOT BINDING ON VERIFONE AND MERCHANT SHOULD NOT RELY ON SUCH INFORMATION. NO ADVICE OR INFORMATION OBTAINED BY MERCHANT FROM VERIFONE OR FROM RESELLER OR ANY OTHER 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, REVENUE, GOODWILL OR SAVINGS, DOWNTIME, OR DAMAGE TO, LOSS OF OR REPLACEMENT OF DATA OR TRANSACTIONS, CHARGE-BACKS, EQUIPMENT PURCHASED OR ACQUIRED BY MERCHANT OR ITS SUBCONTRACTORS OR AGENTS IN ORDER TO EFFECTUATE THIS AGREEMENT COST OF PROCUREMENT OF SUBSTITUTE SERVICES) RELATING IN ANY MANNER TO THIS AGREEMENT, THE POINT SOLUTION OR ANY OTHER SERVICES PROVIDED HEREUNDER (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, THE POINT SOLUTION OR ANY OTHER SERVICES PROVIDED HEREUNDER, 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 (WHICH SHALL NOT INCLUDE ANY FEES PAID BY MERCHANT WITH RESPECT TO ANY THIRD-PARTY SERVICES); AND (C) VERIFONE SHALL NOT BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO THIS AGREEMENT OR THE POINT SOLUTION OR ANY OTHER SERVICES PROVIDED UNDER THIS AGREEMENT. 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 SECTION 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. Merchant shall comply with all applicable laws, rules, and regulations in connection with this Agreement, the operation of its business, and its use of the Point Solution; such obligation shall include Merchant's compliance with export control laws, FACTA (including responsibility for any information printed on receipts), the Americans with Disabilities Act, and all applicable anti-corruption and anti-bribery laws, rules, and regulations. Merchant acknowledges that Verifone does not assume responsibility for Merchant's compliance with laws applicable to Merchant's operation of its business or its environment. 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's subsidiaries, owners, officers, directors, employees, partners, subcontractors, agents or 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 New York County, New York State. 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 corporate headquarters ("**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 (such 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. In its performance of this Agreement, Verifone shall act in the capacity of an independent contractor and not as an employee or agent of Merchant. 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. In the event that Merchant (or its designated agent) purchases products or services from Verifone for use with the Point Solution that are not provided for under this Agreement or a separate agreement entered into by the parties in writing, such purchase shall be governed by Verifone's Standard Terms and Conditions, which are available at https://www.verifone.com/terms-and-conditions, and which are subject to change from time to time. In the event of any conflict between the terms of this Agreement and those set forth on any Merchant (or its designated agent's) purchase order or other ordering document for the Point Solution, the terms of this Agreement shall control. Except as expressly agreed in writing by Verifone, any additional terms on Merchant's purchase orders or other ordering document shall be void.

[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	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. 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.
Estate Management Services (VHQ or VeriCentre)	Merchant's Verifone payment devices can be managed via Verifone's Estate Management Service, which permits remote key loading, and the deployment and installation of software (including Software Updates (as defined below)) on, and downloading of content to, Verifone payment devices. Reseller is responsible for managing and monitoring Merchant's payment devices on Merchant's behalf, including with respect to the installation of payment applications, downloading of content and key loading; Merchant will not be able to directly manage or monitor its payment devices on the Estate Management Service or directly download any content. Merchant must contact Reseller regarding device management and monitoring, remote key loading and downloading of content. Applications available for use with the Estate Management Services are designated by Verifone from time to time. Reseller is solely responsible for (i) enabling the features in, and setting the parameters it wishes to use for, the applications that it downloads to Merchant's 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 Merchant's Verifone payment devices using the Estate Management Services. Reseller is 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.

Included Software

Secure Commerce Application	Verifone's Secure Commerce Application is a terminal application designed for payment processing on Verifone payment devices, including credit, debit, gift, and other electronic payments. ***Note: Neither Verifone nor the Point Solution (including the Secure Commerce Application) is responsible for, or capable of, printing receipts. Merchant and/or its point of sale solution provider are responsible for printing a properly formatted receipt compliant with the Fair and Accurate Credit Transactions Act ("FACTA"). Verifone shall not be responsible for any information that is ultimately printed or displayed on Merchant's receipts.***

Included Verifone Services

Data Encryption and Tokenization	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 third-party processor and/or gateway selected by Merchant (subject to Verifone supporting such processor and/or gateway). Transactions returned from the processor or gateway are tokenized by Verifone and the tokenized transactions are then returned to Merchant's payment device. Merchant acknowledges that Merchant is responsible for contracting with its desired third-party processor and/or gateway for their respective services. To enable encryption functionality for the Verifone payment devices with the Point Solution, the VeriShield Protect terminal application must be installed on the payment device. If Rental Devices are not provided for under this Agreement, Merchant must separately purchase a license to the VeriShield Protect terminal application; such license is not included in the Point Solution.
Help Desk Services	Reseller is responsible for providing level one help desk support to Merchant for the Point Solution; Merchant must contact Reseller for such support and may not contact Verifone directly. Reseller will be entitled to contact Verifone with any issues related to the Services, Software, and Rental Devices (if any) as separately agreed between Verifone and Reseller. Support terms for Third-Party Services subscribed to under this Agreement are available upon request.
Software Update Services	Verifone will make available 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**"). Reseller is responsible for deploying/installing Software Updates in Merchant's licensed Verifone payment devices and for ensuring that Merchant's devices have the most current version of the Software installed. Merchant should contact Reseller for more information regarding the Software Updates. 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	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. Merchant will be required to accept the Third-Party Service provider's terms of service when accessing PCI/SAQ.

Exhibit B
Additional Features for Rental Devices; Additional Terms

Additional Included Verifone Services for Rental Devices

Key Loading	Verifone will provide initial key injection for Rental Devices prior to shipment. See Estate Management Services above regarding remote key loading.
Shipping and Deployment	Verifone, or Verifone's designated fulfillment provider, will provide initial configuration, shipment, and deployment of all Rental Devices. For certain payment devices, including the MX and VX series devices, the VeriShield Protect terminal application is installed in each Rental Device prior to shipment. *See VeriShield Protect Terminal Application below.*
Buyer Protection Plan; Repair Services	BPP. The Buyer Protection Plan (**"BPP"**) is provided for multi-lane, countertop and PINpad series Rental Devices. Under BPP, Merchant may return a defective covered Rental Device to Verifone for repair during the Service Term for such device, at Merchant's expense. Merchant must contact Reseller to return a Rental Device; Reseller is responsible for arranging for return of the Rental Device pursuant to Verifone's standard MRA process. Upon receipt of such Rental Device during the Service Term, Verifone shall, at its expense, (1) in Verifone's sole discretion, repair or replace such Rental Device, and (2) ship such Rental Device to return it to the location designated by Reseller pursuant to Verifone's MRA process. BPP Out of Scope repair coverage is limited to no more than 20% of all BPP-covered Rental Devices returned by Merchant for repair on a Verifone fiscal quarterly basis under the BPP. Out of Scope repairs for BPP-covered Rental Devices in excess of such percentage are subject to Verifone's standard Out of Scope repair fee for the applicable Rental Device. Repair Services. Repair Services are provided for mobile and portable series Rental Devices. For Repair Services, Merchant may return a covered Rental Device to Verifone for repair during the Service Term for such device, at Merchant's expense. Merchant must contact Reseller to return a Rental Device; Reseller is responsible for arranging for return of the Rental Device pursuant to Verifone's standard MRA process. Upon receipt of any such device during the Service Term, Verifone shall, at its expense, (i) in Verifone's sole discretion, repair or replace such Rental Device, and (i) ship such repaired or replaced Rental Device to return it to the location designated by Reseller pursuant to Verifone's MRA process. Out of Scope repairs are not covered under the Repair Services and are subject to Verifone's standard Out of Scope repair fee for the applicable Rental Device. **Out of Scope:** Out of Scope repairs are those repairs needed due to merchant abuse, non-accidental damage, liquid spillage, power surges, and acts of nature. **No Trouble Found**. No Trouble Found repairs are limited to no more than 10% of all Rental Devices returned for repair on a Verifone fiscal quarterly basis. Repairs in excess of such percentage shall be subject to Verifone's standard No Trouble Found fee (plus return freight). **Consumables**: BPP and Repair Services do not extend to the provisioning, repair or replacement of consumables, including stylus pens or stylus holders. **Limitations**: BPP and Repair Services do not apply to Rental Devices, or components thereof, which have been altered, modified, repaired or serviced in any respect except by Verifone or its representatives. *See Priority Exchange Services below for additional options for Rental Devices.*

Additional Optional Verifone Services for Rental Devices ***(included only if selected on the Cover Page)***

Priority Exchange Services	A replacement Rental Device will be expedited to the Merchant location prior to Verifone receiving the failed Rental Device it is intended to replace. Merchant must contact Reseller to arrange for such expedited replacement. Merchant shall be responsible for ensuring the failed Rental Device is promptly returned to Verifone and, if the failed Rental Device is not returned to Verifone within sixty (60) days of the request to Verifone for the expedited replacement Rental Device, Merchant shall pay the list price for such failed device, plus an administration fee of $75.00. In the event the failed device is received by Verifone after invoicing takes place, the list price will be credited back, minus the administration fee. Verifone will not return to Merchant any failed Rental Device received under the Priority Exchange Services. Priority Exchange Services are only available to merchants in the United States.

Additional Included Software for Rental Devices

VeriShield Protect Terminal Application	Verifone's VeriShield Protect Terminal Application provides encryption of the sensitive credit/debit card track data elements on certain payment devices, currently MX and VX models.

The following terms shall apply to Rental Devices subscribed to under this Agreement:

(a) Verifone Property. The Rental Devices, as well as all accessories provided with such Rental Devices, shall remain the property of Verifone. Merchant shall have no right, title or interest therein except as a lessee under this Agreement. Merchant shall keep all Rental Devices and accessories free and clear from all liens, including any direct or indirect charge, encumbrance, lien, security interest, legal process or claim against the Rental Devices and accessories. Merchant may not assign, hypothecate, sublet, sell, transfer, permit the sale of or part with possession of all or any of the Rental Devices, accessories or interest in this Agreement, without Verifone's prior written consent. If Merchant fails to pay any undisputed fees when due, and fails to cure such failure within ten (10) business days of written notice thereof, Verifone may, at any time thereafter enter, with or without legal process, any premises where any Rental Device may be, and repossess and remove such Rental Device and accessories. Merchant hereby waives any claim of trespass or right of action for damages by reason of such entry and repossession. In addition, Merchant shall pay to Verifone any actual additional expenses incurred by Verifone in collection efforts.

(b) Upgrades. Merchant may, commencing on the one-year anniversary of the start of the Service Term for a Rental Device, upgrade to a different Rental Device (in which event Merchant may be subject to an increase in fees based on the new Rental Device subscription fee). For such upgrades, Merchant shall be required to commit to a new Initial Service Term for such Rental Device and shall be required to return the old Rental Device in accordance with clause (d) below.

(c) Loss and Damage. Subject to Verifone's obligation to provide the Services, Merchant assumes and shall bear the entire risk of loss or damage to the Rental Devices and accessories from any use whatsoever from the date of delivery of the Rental Devices to the Merchant site, until such Rental Devices and accessories are returned to Verifone. No loss or damage shall relieve Merchant from the obligation to make payments hereunder or to comply with any other obligation under this Agreement. In the event of a loss of a Rental Device or accessory, or destruction or damage to a Rental Device or accessory that is not covered by the Services, Merchant shall immediately notify Reseller and Verifone thereof. With respect to any such Rental Device, Merchant shall be obligated to pay the non-return fee set forth on the Cover Page for such Device (the "**Non-Return Fee**"). Upon such payment, Verifone shall ship Merchant a new or refurbished replacement Rental Device. At all times payments for the Point Solution for such Rental Device shall continue in effect. With respect to such accessories, Merchant shall be obligated to pay Verifone's then current standard price for such accessory and Verifone will ship a new or refurbished replacement accessory to Merchant.

(d) Return at End of Service Term. At the end of the Service Term for a Rental Device, Merchant shall return such Rental Device (and all accessories provided with such Rental Device) to Verifone through its Reseller. Accessories must be returned with the applicable Rental Device. When returning a Rental Device, a Material Return Authorization number is required. If a Rental Device and all of its accessories are not returned within thirty (30) days of the end of its Service Term, Merchant shall be obligated to pay (i) the Non-Return Fee for such Rental Device, and (ii) Verifone's then current standard price for non-returned accessories. If, upon return of the Rental Device, Verifone determines that the Rental Device requires repair that is not covered by the BPP or Repair Services (e.g., "Out of Scope" or "Limitations"), Merchant shall be required to pay for such services at Verifone's standard fees.

(e) Special Power of Attorney. Merchant hereby grants to Verifone a purchase money security interest in all Rental Devices and all accompanying accessories shipped to Merchant, as security for the performance by Merchant of all of Merchant's obligations arising under this Agreement. Verifone is hereby authorized by Merchant to cause this Agreement or any other statement or other instrument in respect of this Agreement showing the interest of Verifone in the Rental Device and accompanying accessories, including Uniform Commercial Code financing statements, to be filed and recorded, and Merchant grants to Verifone the right to execute Merchant's name thereto.

SWYER

Credit Card Service and Devices Ordering Form

Customer Name:	Orland Park Public Library		
Address:	14921 RAVINIA AVE. ORLAND PARK, IL 60462	Contact Person:	Ian Lashbrook
		Contact Email:	ilashbrook@orlandparklibrary.org
		Contact Phone:	708-428-5767
		Contact Title:	Digital Services Manager

Merchant Account Information

Merchant Account Processor			Device Purchase or Rental?	☐ Rental	☐ Purchase
Enable PIN-based Debit Processing?	☒ Yes	☐ No	How Many Units?		
Debit Key Part Number			Include Priority Exchange?	☐ Yes	☒ No
Enable Debit Cash Back?	☐ Yes	☒ No	State Entity Agreement Addendum Needed?	☒ Yes	☐ No
Debit Cash Back Preset Amounts (up to 5)					

NOTE: Cash back amounts may be changed via configuration later, but debit-key injection MUST take place before the unit is shipped. Therefore, if the merchant account is debit enabled, the part number for the key for PIN-based debit should be provided here even if debit is turned off or cash back is disabled.

Hardware Devices (Applies to both agreement types)

Device Model (Mx915 or Mx925)	☒ Mx915	☐ Mx925	
Desired Bundle			
OR Desired Components (check individually)	☒ Power Supply (R)	☒ Key Injection (R)	☐ Low Profile Stand
	☐ Purple Cable	☐ Buyer Protection Plan (3 Year)	☐ Priority Exchange

*NOTE: Components marked (R) are REQUIRED and must be included. Other components are optional. See the document **VeriFone Hardware Pricing for Direct Purchase** for hardware bundle descriptions and pricing.*

Special Customer Notes or Processing Requirements

Notes (If any)	

Please submit to sales@swyer.com for processing.

SWYER

Credit Card Service and Devices Ordering Form

Ordering Instructions

1. If the customer does not have a merchant account with a bank or provider, they need to sign up for one. Their processor must be one of the supported processors for VeriFone POINT.

2. Fill in this ordering form for the customer.
    a. If processing PIN based debit as well as credit transactions, the Debit Key Part Number is required. This is also sometimes called the KSN (Key Serial Number) or CU (Check Unit) number. The merchant account provider/bank has this.
    b. We're NOT looking for the actual encryption key itself – VeriFone already has almost all of them. This information just tells VeriFone WHICH one to load based on a serial number or part number that has already been assigned to that key.
    c. If the bank will not give us the information, provide contact details for the account representative from the merchant provider and Swyer and VeriFone will contact them directly to get the required information.

3. Have the bank or the account rep from the merchant provider fill in the Processor Worksheet for the processor they are using.
    a. The banks have all this information on the account, and they already know what every acronym stands for and which options they've enabled for the merchant when they set up the account. This is the easiest way to get this information.
    b. If the bank will not give us the information, provide contact details for the account representative from the merchant provider and Swyer and VeriFone will contact them directly to get the required information.

4. Submit these documents to Swyer.
    a. This form
    b. The Processor Worksheet (if filled in by the bank/merchant account rep)

5. An agreement for the correct type of service (device rental or purchase) will be prepared for the customer with all the required pricing and options filled in. This will be sent back to the Reseller for the customer to sign.
    a. If necessary, we will also include the "Form State Entity Point Merchant Agreement Addendum" which will override provisions of the contract for government entities that require it. Please indicate if this is needed.

6. Have the customer sign the provided "POINT - Form Agreement" document and the "ACH Agreement" for monthly service billing from VeriFone.

7. Submit these documents to Swyer.
    a. The signed "POINT - Form Agreement"
    b. The signed "ACH Agreement"
    c. A Purchase Order for any hardware to be purchased for a Services Only client

STANDARD MERCHANT AGREEMENT FOR VERIFONE POINT SOLUTION

ADDENDUM FOR STATE INSTRUMENTALITIES

This Addendum is being provided to you as an instrumentality of a state of the United States of America, and is intended to accommodate state laws, rules, and regulations that frequently impose limitations on the terms an instrumentality of the applicable state may contractually agree to. To that end, this Addendum supplements and modifies the accompanying Standard Merchant Agreement for Verifone Point Solution (the "**Standard Agreement**") between VeriFone, Inc. ("**Verifone**") and you ("**Merchant**") as follows.

1. Merchant represents that Merchant is an instrumentality of the State of ILLINOIS (the "**Applicable State**").

2. Notwithstanding anything to the contrary in the Merchant Agreement:

   (a) Approval; Appropriations. If Merchant does not receive sufficient funds to make payments that would be due under this Agreement, if funds are de-appropriated, or if the Merchant does not receive legal authority to expend funds from the Applicable State's governing bodies, then Merchant shall, as promptly as practicable, provide notice to Verifone of such fact and either Party may thereafter terminate the Standard Agreement and any applicable Service Term (as defined in the Standard Agreement) upon written notice to the other Party.

   (b) Provisions Required by Applicable State Law. In the event that Applicable State law requires that a provision be included in the Standard Merchant Agreement (including, by way of example, public records act provisions), the Parties hereby agree that such provision is deemed incorporated therein by this reference.

   (c) Conflicts with Applicable State Law. In the event that any provision of the Standard Agreement conflicts with or is otherwise not permitted by the laws, rules, or regulations of the Applicable State applicable to Merchant, such provision is deemed waived or modified to the extent necessary to comply with such laws, rules or regulations. The following provisions are specifically deemed waived:

      (i) Section 2(c) and any other section of the Standard Agreement to the extent such section purports to require Merchant to pay interest on overdue amounts.

      (ii) Section 7(b) and any other section of the Standard Agreement to the extent such section purports to require Merchant to indemnify Verifone or another third party for Merchant's violation of the terms of the Standard Agreement.

      (iii) Section 8(a) and any other section of the Standard Agreement to the extent such section purports to require that the laws of a state other than the Applicable State govern the Standard Agreement and the rights of the parties thereunder or that Merchant submit to the jurisdiction or venue of the courts of such other state; any such references shall be deemed to refer to the laws and state and federal courts of the Applicable State.

      (iv) Section 8(c) and any other section of the Standard Agreement to the extent such section purports to require, except with respect to enforcing claims for injunctive or equitable relief and subject to Section 8(b), the Merchant to commit to resolving all Disputes with binding arbitration.

3. All other terms and conditions of the Standard Agreement not expressly modified by this Addendum shall remain in full force and effect. The Standard Agreement, together with this Addendum, sets forth the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes any other agreements or communications relating hereto. Capitalized terms used but not defined herein shall have the meaning given in the Standard Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed and delivered this Addendum effective as the Effective Date of the Standard Agreement.

VERIFONE, INC.

By:_____

Name:_____

Title:_____

Date:_____

MERCHANT

ORLAND PARK Public Library

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

By [redacted]

Name: MARY K. WEIMAR

Title: LIBRARY DIRECTOR

Date: 11-1-18