



## ePORT® CONNECT SERVICES AGREEMENT

**Customer/Company Name:** \_\_\_\_\_ (“Customer”)

**1. Parties**—USA Technologies, Inc. (USAT), per the effective date herein, hereby agrees to provide to (“Customer”) cashless financial services utilizing the USAT processing network in connection with the Customer’s unattended vending or kiosk machines (“Equipment”).

**2. Cashless Transaction Processing & Associated Fees**—USAT shall act as and is hereby appointed the agent on behalf of Customer in connection with the processing of all card transactions (authorized and settled) by the payment processor or other private network in connection with the Customer’s Equipment. USAT shall retain a processing fee consisting of a percentage or a processing fee of a percentage + a set dollar amount per transaction of the gross sales price, for all card revenues derived from the Equipment. All processing fees charged to Customer, as selected by Customer, are predicated upon processor or private network authorized and settled transactions, and *not* from third party controllers providing DEX data or other forms of M2M data. See *Schedule A — Fees*. The net revenues (gross revenues less refunds, transaction processing fees, any consumer refund and/or chargeback fees from the card processor and/or fraudulent transactions or any other fee due to USAT hereunder) shall be remitted to Customer by USAT.

**3. PrePaid Card Programs**—Additional transaction and service fees may apply for the implementation and use of prepaid cards on the USAT network. The net revenues (gross revenues less refunds, prepaid transaction processing fees, any consumer chargeback and/or chargeback fees and/or fraudulent transactions or any other fee due to USAT hereunder) shall be remitted to Customer by USAT.

**4. Network & Services Fees**—The Customer shall pay to USAT a monthly fee per activated device or system connected to the USAT processing network for Wireless or Ethernet communications, web-based cashless transaction reporting, financial/accounting transaction services, and customer support services. See *Schedule A—Fees*. If optional M2M data transport such as CASH or DEX exceeds the monthly kilobytes within the stated price plans, Customer will be automatically moved to the next wireless data plan.

**5. Seasonal Equipment**—If the Customer’s business (whole or in part) is of a seasonal nature whereby the Equipment will not be in use for at least four consecutive months, the Customer may elect to deactivate some or all affected Equipment for that time period. The monthly network fee may be adjusted for each seasonally designated cashless device or system connected to the USAT processing network. See *Schedule A—Fees*. The Customer will receive a one-time adjusted payment (credit) at the time of reactivation of the seasonally affected Equipment during the following month remittance to Customer by USAT.

**6. Registration and Fees**—USAT will charge Customer, at the time of shipment and included on the invoice, an initial fee to register each device or system installed and linked to the USAT processing network. See *Schedule A—Fees*. This may include but is not limited to the registration of a SIM card required to establish wireless communications or an Ethernet connection, in addition to administrative setup for Customer to receive weekly EFT payments, Merchant ID assignment, and access to USALive web reporting.

**7. UnRegistration, ReRegistration, and Fees**—The Customer may choose to unregister the SIM card or system, which stops all communications with the USAT processing network, at no charge. However, if the customer decides to re-register a SIM card or system, a re-registration fee is required. See *Schedule A—Fees*.

**8. Device Default Settings**—All ePorts will be shipped to Customer with the following device default settings: (a) Single-Vend – ON; (b) Multi-Vend – OFF; (c) Cash – OFF and (d) DEX – OFF.



**9. SIM Cards**—All SIM cards remain the property of USAT and must be returned to USAT upon termination of this services agreement for any reason.

**10. Device Location Assignment**—Upon installation of a Wireless or Ethernet card acceptance device into Customer's Equipment, Customer must complete the ePort Activation Transfer Template spreadsheet and remit it to USAT via e-mail or on-line. Customer bears the risk of any losses resulting from an Activation Form not completed and submitted to USAT in a timely manner, defined as 48-hours prior to installation by Customer. All Devices that have not be properly activated on the USAT network will be deactivated by USAT.

**11. Pre-Authorization**—Customer agrees for all cashless transactions, every card will be submitted to the card processor for card validation and transaction authorization.

**12. Settlement**—Customer agrees that for any transaction during the settlement process that is subsequently declined by the card processor for non-sufficient funds (NSF) or other reasons, the risk of the associated loss of vended product, settlement funds and transaction fee for that transaction shall be assumed by the Customer.

**13. Term**—The term of this Agreement shall be for a period of thirty-six (36) months effective on the effective date of this agreement. The Agreement will automatically renew for one (1) year, unless thirty (30) day written notice has been provided to USAT by Customer.

**14. Termination**— Customer may choose to terminate its USAT ePort Connect Services agreement on all of its Customer-owned equipment with a written thirty (30) day notice. **The termination of this Agreement by the Customer shall not affect any equipment LEASE agreement relating to an e-Port between Customer and USAT which shall remain in full force and effect in accordance with the terms provided within the LEASE agreement.**

**15. Availability of Service**—Customer acknowledges that USAT relies on third-party providers in the delivery of its services, including, but not limited to, wireless data network providers, cellular radio service provided by third parties that is available only when within the operating range of cellular systems, and cellular service is subject to transmissions limitations and dropped or interrupted transmissions. Cellular service may be temporarily refused, limited, interrupted, or curtailed because of government regulations or orders, atmospheric and/or topographical conditions, and cellular system modifications, repairs, and upgrades. Customer agrees that USAT shall not be liable for, and to hold USAT harmless for any losses, damages, or business interruptions sustained as a result of interruptions caused by its wireless data network providers or any other third-party provider.

**16. No Consequential Damages**—In no event shall USAT be liable for any punitive, incidental, or consequential damages or any damages for loss of profits, business interruption, loss of information, or pecuniary loss, even if such party has been advised of the possibility of such damages.

**17. Indemnification**—Each party shall indemnify and hold harmless the other party, its officers, directors, agents, and employees from and against any and all claims, demands, causes of action, obligations, liabilities, expense (including reasonable attorney's fees), damages, or suits whatsoever, in connection with, arising out of, or relating to, in whole or in part, any act or omission of Customer, including, but not limited to, the operation and management of the Equipment.



**18. Validity** — Should any part of this Agreement, for any reason, be declared invalid, then such portion shall be invalid only to the extent of the prohibition without invalidating or affecting the remaining provisions of the Current Customer and USAT Agreement. This agreement shall be constructed in accordance with the laws of the State of Pennsylvania exclusive of any conflicts of law principles.

## Schedule A—Fees

Service Fees	US Blended Rate Fee [A]	Discount Rate + Transaction Fee [B]	Canada Blended Rate Fee [C]	INITIAL Your Average VEND Price Range
Average Vend Price: \$0.50–\$0.99	-	3.95% + \$0.08	-	
Average Vend Price: \$1.00–\$1.49	-	3.95% + \$0.05	-	
Average Vend Price: \$1.50–\$1.99	5.95%	-	5.95%	
Average Vend Price: \$2.00–\$2.49	5.10%		5.10%	
Average Vend Price: \$2.50–\$2.99	4.50%		4.50%	
Average Vend Price: \$3.00–\$3.49	4.10%	-	4.10%	
Average Vend Price: \$3.50–\$3.99	3.75%	-	3.75%	
Average Vend Price: \$4.00–\$4.99	3.50%		3.50%	
Average Vend Price: \$5.00–\$5.99	3.20%		3.20%	
Average Vend Price: \$6.00–\$6.99	2.95%		2.95%	
Average Vend Price: \$7.00–\$7.99	2.80%		2.80%	
Average Vend Price: \$8.00–\$8.99	2.75%		2.75%	
Average Vend Price: \$9.00–\$9.99	2.65%		2.65%	
Average Vend Price: \$10.00–up	2.55%		2.55%	

Activation Fees	US Dollars	Canadian Dollars
Registration/Activation Fee per Device or System— <i>Fee is billed by separate invoice at the time of shipment of devices.</i>	\$30.00	\$30.00
Re-Registration Fee per Device or System	\$15.00	\$15.00
Chargeback Fees	US Dollars	Canadian Dollars
Consumer Chargeback Fee per item + Actual Transaction Amount	\$25.00	\$25.00



Network Data Service Plans	US Dollars	Canadian Dollars	INITIAL Your Monthly Service Option
Cashless only	\$ 9.95	\$16.95	
Cashless and CASH	\$12.95	\$19.95	
Cashless, Cash and DEX	\$14.95	\$21.95	
DEX only	\$ 6.95	\$12.95	
De-Activated (Seasonal) Devices	\$ 4.95	\$ 6.95	

All FEES are deducted from the monthly EFT payment to Customer except where noted.

1. The transaction processing rates are predicated upon the indicated average vend prices and upon 30-days of initial transaction processing, the **customer initialed** vend price and rate will be reviewed.
2. Customer agrees that if the average vend price is below the customer initialed vend price, then USAT may adjust the rate according to the schedule provided above upon written notice.
3. If the semi-annual Card Associations Interchange or Processor fee increases are in excess of the stated processing fees above, with a 30-day written notice USAT has the right to increase rates and pass through to Customer.

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Customer/Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State/Province & Zip/Postal Code: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

E-Mail: \_\_\_\_\_

CUSTOMER SIGNATURE DATE: \_\_\_\_\_

Service Provider: USA Technologies, Inc.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 100 Deerfield Lane, Suite 140

City, State & Zip: Malvern, PA 19355

Phone: 800-633-0340 Fax: 610-989-0344

EFFECTIVE AGREEMENT DATE: \_\_\_\_\_