

e-PORT LICENSE AGREEMENT



Customer Name: _____

1. Parties - USA Technologies, Inc. ("USA") hereby grants to _____ ("Customer"), a non-exclusive, non-assignable and revocable license to use USA's e-Port ("e-Port"), a patented, credit card activated, system solely in connection with the Customer's vending equipment ("Equipment").

2. e-Port Credit Card Transaction Processing & Associated Fees - USA shall act as and is hereby appointed the sole and exclusive agent on behalf of Customer in connection with the processing of all credit card transactions in connection with the Customer's equipment. USA shall retain 5 % of the gross cashless revenues from the Equipment as a Transaction processing fee. If an individual transaction is less than \$1.00, USA shall retain \$.05 for that transaction. The net revenues from the use of the Equipment (gross revenues less refunds, 5% or \$.05 transaction processing fee and any chargebacks from the credit card processor) shall be remitted to Customer by USA. After one year, the transaction-processing fee may be increased with prior written notice by USA to Customer.

3. e-Port Network Services & Associated Fees -The Customer shall pay to USA **\$9.95** per month, per e-Port, for network services, financial/accounting services related to vendor transactions and billing & customer support services. After one year such network service fees may be increased with prior written notice by USA to Customer.

4. e-Port Activation Form – Upon the installation of an e-Port into Customer's Equipment, Customer is required to complete an e-Port Activation Form (attached hereto as attachment "A" to this e-Port License Agreement) and remit to USA via mail or fax. Customer bears the risk of any losses resulting from an e-Port Activation Form not submitted to USA in a timely manner, defined as 48 hours after installation by Customer.

5. Term of Agreement- The term of this Agreement shall be for a period of thirty-six (36) months, starting on the **5/23/2008**. Customer may renew the Agreement for an additional term, mutually agreed upon between USA and Customer.

6. e-Port Operation – e-Port is for the sole and exclusive use of the Customer and not for resale. Customer shall be responsible for maintaining, repairing and properly operating the e-Port, including providing all telephone lines (if necessary), electric and/or utility charges, sales or use tax compliance and remittance for product or services sold by Customer and all supplies utilized by the e-Port, such as a receipt printer. Customer agrees to keep credit card data or information it may obtain, such as credit card numbers and cardholder names in strict confidence and will not disseminate this information to any third party.

7. Proprietary Software - Customer acknowledges and agrees that the computer programs, computer software, specifications, data, images, designs, codes, configurations, ("Software") contained in or utilized by the USA e-Port are proprietary and confidential to USA and protected under United States copyright law. Customer shall not copy, modify, adopt, translate, merge, reverse engineer, decompile, or disassemble, the e-Port or Software, or create any derivative works based on the e-Port or Software.

8. USA Limited Warranty - USA shall for a period of one (1) year following the start date of this agreement, repair and maintain the e-Port at no parts and labor cost to Customer, on a repair and/or replacement basis, except for shipping costs, which are the responsibility of the Customer. USA's limited warranty shall not apply at any time during the Agreement, if the e-Port has been damaged by Customer's improper or unreasonable use, negligence, accident or any other causes related to Customer's improper use and unrelated to defective materials and workmanship.

9. No Consequential Damages — In no event shall USA 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

10. Indemnification — Customer shall indemnify and hold harmless USA, its officers, directors, agents, and employees from and against any and all claims, demands, causes of action, obligations, liabilities, expenses (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.

11. Termination — Customer may choose to terminate its USA credit card processing and network services on any of Customer's Equipment at any time by discontinuing the use of the e-Port with specified Equipment(s) and providing thirty- (30) days written notice to USA, at which time USA will discontinue providing processing and network services for the specified Equipment(s). USA shall also have the right to terminate this Agreement if, after fifteen (15) days notice, Customer fails to cure any breach by the customer of this agreement.

12. Arbitration — Every claim or dispute arising out of or relating to the negotiation, performance or non-performance of this Agreement shall be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The place of arbitration shall be Philadelphia, Pennsylvania.

13. 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 Agreement. This agreement shall be constructed in accordance with the laws of the Commonwealth of Pennsylvania exclusive of any conflicts of law principles.

Customer: _____

Service Provider: USA Technologies, Inc.

Signature: _____

Signature: _____

Address: _____

Title: _____

City, State & Zip: _____

Date: _____

Phone: _____

100 Deerfield Lane, Suite 140, Malvern, PA 19355

Fax: _____

Phone 800-633-0340

Date: _____