



Equipment Agreement

Lipman Nurit 2085 Terminal

This Equipment Agreement (the "Agreement") is a contract between you and Innovative Merchant Solutions, an Intuit Company ("IMS"). It sets forth the terms and conditions that apply to your use of the Nurit 2085 terminal described above (the "terminal").

License Grant and Ownership. IMS owns all rights and title in the terminal and grants you a personal, nonexclusive, nontransferable right and license to use the terminal. You agree that you are responsible for any and all damage to the terminal as a result of your misuse or negligence.

You acknowledge and agree that you will return the terminal in good and working condition within fourteen (14) business days of termination or expiration of your Merchant Account agreement with IMS. If you fail to return the terminal within fourteen (14) business days of termination or expiration of your Merchant Account agreement, you agree to pay to IMS five hundred dollars (\$500) for the value of the terminal.

Disclaimer of Warranties and Limitation of Liability. THE TERMINAL IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE TERMINAL IS WITH YOU.

IMS' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO DAMAGES DUE TO THE PERFORMANCE OR NON-PERFORMANCE OF THE TERMINAL) SHALL BE LIMITED TO THE VALUE OF THE TERMINAL AS REFERENCED ABOVE. YOU AGREE TO INDEMNIFY IMS AGAINST ANY CLAIMS BROUGHT BY SUCH PARTIES.

IMS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, TELECOMMUNICATION FAILURES, AND THE LIKE) ARISING OUT OF THE USE OR INABILITY TO USE THE TERMINAL WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE EVEN IF IMS HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Miscellaneous. This Agreement is a complete statement of the agreement between you and IMS and sets forth the entire liability of IMS and your exclusive remedy with respect to the terminal and its use. Any waiver of the terms herein by IMS must be in a writing signed by an authorized officer of IMS and expressly referencing the applicable provisions of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. This Agreement will be governed by California law as applied to agreements entered into and to be performed entirely within California, without regard to its choice of law or conflicts of law principles, and applicable federal law. The parties hereby consent to the exclusive jurisdiction and venue in the state and federal courts in Santa Clara County, California. Headings are included for convenience only, and shall not be considered in interpreting this Agreement.

Merchant Name: _____ Signature: _____

Title: _____ Date: _____