

**LONE STAR EBT
THIRD PARTY PROCESSOR AGREEMENT**

REVISED: JANUARY 23, 2009

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PROCESSOR AGREEMENT

This Processor Agreement (the "Agreement") made as of _____, (the "Effective Date"), is by and between ACS State & Local Solutions, Inc. (hereinafter referred to as "ACS"), a New York corporation that is a contractor to the Texas Health and Human Services Commission ("HHSC"), and having a principal place of business at 12357 Riata Trace Parkway, Suite B-250, Austin, Texas 78727; and

_____ (the "EBT Processor"), a Legal entity in the form indicated in Appendix 1 and having its principal address as set forth in Appendix 1.

WHEREAS, HHSC will provide, through a combination of vendors, a computerized system and network for the electronic delivery to eligible Texas residents of governmental benefits (such system is hereinafter referred to as the "Texas EBT System");

WHEREAS, HHSC has entered into an agreement with ACS under which ACS will provide retailer management services;

WHEREAS, the Texas EBT System shall permit the electronic accessing of certain types of governmental benefits through the use of plastic cards and point-of-sale terminals ("POS Terminals") which interface with the Texas EBT System;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties to this Agreement hereby agree as follows:

1. INCORPORATION OF OPERATING RULES AND FNS REGULATIONS

The terms and conditions of the Lone Star Operating Rules, version 3.2, dated July 2007, and Food and Nutrition Service (FNS) Supplemental Nutrition Assistance Program (SNAP) Regulations, as such may be amended from time to time (as so amended, respectively, the "Operating Rules" and the "FNS SNAP Regulations"), are hereby incorporated herein and made a

part hereof. By entering into this Agreement, EBT Processor represents that (a) it has read and understands the Operating Rules, and acknowledges that it is bound by the provisions applicable to "Processors" exactly as if such provisions were fully set forth in this Section 1; and (b) it has read and understands the FNS SNAP Regulations, and will use its best efforts to ensure that retailers comply with the applicable provisions contained therein. EBT Processor further agrees that any changes or amendments to this Agreement, mandated by HHSC or FNS, shall be accomplished by notice given to EBT Processor in accordance with Section 13.

2. COMMITMENT TO PROCESS TEXAS EBT SYSTEM TRANSACTIONS

2.1. The EBT Processor hereby agrees to be a designated directly-connected Processor and settlement agent for each retailer who has entered into a processing agreement with the EBT Processor for the purpose of processing Texas EBT System Transactions. It is understood that no Texas EBT System Transaction may be submitted from any location until such location has been registered with EBT Processor through the submission of a properly executed agreement designating such location. Furthermore, the EBT Processor's agreement with the retailer will hold the retailer legally responsible in writing for adhering to the Lone Star Operating Rules in all activities related to Texas EBT. The EBT Processor agrees to provide a copy of its retailer processor agreement to ACS prior to final certification as set forth in Section 3.3 of this Agreement.

2.2. The EBT Processor shall provide complete on-line transaction processing of Texas EBT System Transactions on behalf of each retailer for whom it has agreed to process Texas EBT System Transactions, in accordance with this Agreement, including the Operating Rules and the EBT Processor Interface Specifications (the "Interface Specifications", as such may be updated and modified from time to time by HHSC).

2.3. The EBT Processor agrees to comply with all Texas EBT System Transaction PIN security rules and procedures as defined in the Operating Rules, and the Interface Specifications and agrees to use its best efforts to aid and monitor each Retailer's compliance with such rules and procedures.

2.4. The EBT Processor shall provide daily and monthly settlement and accounting to retailers of Texas EBT System transactions and adjustments, including any Manual Voucher and/or Electronic Voucher transactions and adjustments and any fees, administrative allowances and other payments from ACS to retailers, settled by ACS during the reporting period. The EBT Processor shall adhere to FNS Policy and Regulation regarding unsettled funds to retailer accounts.

2.5. The EBT Processor agrees to accept, on behalf of all retailers processed by it, settlement funds with respect to Texas EBT System Transactions (including any fees, administrative allowances and other payments from ACS due to such retailers) into its designated account specified in Appendix 1 to this Agreement. The EBT Processor agrees to properly convey such settlement funds due each retailer based upon information provided to the EBT Processor by ACS, in such manner and at such time as agreed between the EBT Processor and each retailer.

2.6. The EBT Processor agrees to maintain records in accordance with the Operating Rules and to promptly research and cooperate in the investigation of any Texas EBT System Transactions, which are disputed and have flowed through the EBT Processor.

3. EBT PROCESSOR'S INTERFACE WITH THE TEXAS EBT SYSTEM

3.1. Promptly upon execution of this Agreement by the EBT Processor, ACS will provide the EBT Processor with a copy of the Interface Specifications, which set forth, among other things, the specifications, message formats and procedures that must be followed when communicating with the Texas EBT System. The EBT Processor shall meet all requirements and conditions, and follow all rules and procedures outlined in the Interface Specifications, provided, however, in the event of any inconsistency between the Operating Rules and the Interface Specifications, the Operating Rules shall control.

3.2. The EBT Processor shall, at its own expense, perform any and all work required to assure that its computer system, including any hardware and software that it intends to utilize in connection with the processing of Texas EBT System Transactions, (i) interfaces with the Texas

EBT System in the manner set forth in this Agreement, including the Operating Rules and the Interface Specifications, and (ii) performs in accordance with the performance standards set forth in this Agreement including the Operating Rules and the Interface Specifications. In this Agreement, references to the EBT Processor's system, shall mean, collectively, all of the equipment, hardware and software utilized in connection with the EBT Processor's processing of Texas EBT System Transactions and interfacing with the Texas EBT System, but specifically not including any equipment, hardware or software under the control of HHSC or its contractor or a retailer-customer of the EBT Processor.

3.3. Prior to processing any Texas EBT System Transactions, the EBT Processor must be certified by HHSC or its authorized representative after being tested to ensure that it meets all required test and other technical criteria specified by HHSC or its authorized representative . The testing process and associated test are set forth in Section 5.3 of the Operating Rules. In connection with EBT Processor certification, the same testing and other technical criteria shall be equally applied to all potential Processors.

3.4. The EBT Processor shall promptly advise ACS of any material changes effected to any portion of the EBT Processor's system involved in the processing of Texas EBT System Transactions (including, but not limited to, hardware replacements and/or additions, and software modifications and/or upgrades). ACS, in its discretion, may require that the EBT Processor and its system be re-tested as a result of such changes.

4. COMMUNICATIONS LINE

The EBT Processor must provide or arrange for the provision of all Wide Area Network (WAN) equipment and services required for the EBT Processor to interface with the Texas EBT System. WAN equipment and services for the purpose of this document include all telecommunication equipment, circuits, and services used to connect the EBT Processor to the Texas EBT System at either the primary or disaster recovery data center. The EBT Processor is responsible for all costs associated with the procurement, installation, and relocation of equipment and circuits, as well as all ongoing maintenance costs, operational fees, or any other related costs of the WAN equipment and services.

The EBT Processor shall not use telecommunication lines used to communicate with the Texas EBT System for any purpose other than for the processing of Texas EBT System Transactions and related activities in accordance with the terms and conditions of this Agreement.

The EBT Processor is responsible for ensuring the security of its networks and equipment to protect against intrusion by unauthorized users, including installation and periodic updates of protective virus screening software and operating system/application security patches. Third-Party Processor will implement measures, as appropriate, to protect the integrity of the Texas EBT System.

5. BOND

5.1. If EBT Processor is not the same legal entity as all retailers for which it processes Texas EBT System Transactions, then, at the same time as it executes this Agreement, EBT Processor shall provide ACS with a bond in form and substance satisfactory to ACS, and subject to the following:

A. The bond shall be in favor of ACS as the secured party, and shall be issued by a company duly licensed and authorized to do business in the State of Texas and financially rated as A or better in the most current publication of "Best's Key Rating, Guide, Property Liability".

B. The amount of the bond shall be \$25,000, provided however, that by notice given within 30 calendar days prior to each annual anniversary date of the Effective Date, ACS may require EBT Processor to increase the amount of the bond as of the next following annual anniversary date of the Effective Date to an amount equal to twice the average daily amount of Texas EBT System Transactions processed by EBT Processor on behalf of retailers during the first seven calendar days of the calendar month, calculated over the two months prior to the date of the notice. In no event shall the amount of the bond be less than \$25,000.

C. The bond shall remain in effect for at least sixty (60) calendar days after the expiration or earlier termination of this Agreement.

D. The bond shall secure EBT Processor's obligations under this Agreement, including but not limited to EBT Processor's obligation to transmit to those Retailers for which EBT Processor processes Texas EBT System Transactions those sums of money due them in connection with Texas EBT System Transactions originated at such retailer's locations, and which sums of money have been transmitted to EBT Processor by ACS. The bond may be invoked if any one or more of the following occurs, regardless of the reason for such occurrence:

- (i) ACS terminates this Agreement on account of a Default (as defined in Section 10 of this Agreement) of the EBT Processor;
- (ii) EBT Processor breaches any of its obligations under Sections 2.3 through 2.6, 3.4, 3.5, 5.1, 6.1 and/or 6.2 of this Agreement, including but not limited to EBT Processor's obligation to transmit to those retailers for which EBT Processor processes Texas EBT System Transactions those sums of money due them in connection with Texas EBT System Transactions originated at such retailer's locations, and which sums of money have been transmitted to EBT Processor by ACS; or
- (iii) EBT Processor fails to perform or comply with any other material obligation or provision of this Agreement within the time specified therefore, and such failure continues for thirty (30) calendar days after ACS's notice describing such failure.

Provided however, that the amount of the bond to be paid to ACS in the event ACS is entitled to and does invoke the bond shall be measured by the extent of any loss, damage or expense suffered by ACS as a result of the event giving rise to ACS's right to invoke the bond. In no event shall the aggregate liability of the surety exceed the face amount of the bond.

6. ADDITIONAL OBLIGATIONS OF THE EBT PROCESSOR

6.1. The EBT Processor shall accept each Texas EBT System Transaction initiated at a POS Terminal located in a retailer location for which the EBT Processor has agreed to process Texas EBT System Transactions without consideration of the identity of the Client who initiated the Transaction, and/or the Client's disability (if any), age, race, color, religion, sex, political belief or national origin; provided however, EBT Processor shall be obligated to accept a Texas EBT System Transaction only if the retailer involved in the initiation of the Texas EBT System Transaction has acted in compliance with the Operating Rules, including those provisions of the Operating Rules relating to PIN security.

6.2. The EBT Processor shall maintain and upgrade its system so as to meet the performance standards set forth in the Operating Rules and Interface Specifications as they may change from time to time. The EBT Processor will notify ACS as far in advance as reasonably practical of any scheduled outages, and will notify ACS promptly upon becoming aware of any unscheduled outage or deterioration in performance below the minimum performance standards set forth in the Operating Rules and Interface Specifications.

6.3. The EBT Processor agrees to certify that it is in compliance with security, performance, graphic standards and other operating requirements as set forth in the Operating Rules. The EBT Processor also agrees to monitor and obtain certification from any processor transporting Texas EBT System Transactions between retailers and the EBT Processor. EBT Processor further agrees to provide any information reasonably required by ACS to determine EBT Processor's compliance with the foregoing.

6.4. The EBT Processor agrees to establish and routinely enforce security standards related to Processor's physical network and infrastructure that is used to interface with the Texas EBT system. The standards must include, but are not be limited to, security requirements for user access and password maintenance to ensure that access is limited to active employees who are authorized by Processor to access the EBT network and systems.

6.5. The EBT Processor shall provide to ACS any information reasonably required by ACS to assist ACS in ensuring the integrity, security and successful performance of the Texas EBT System, including, but not limited to, the following:

A. information relating to the EBT Processor's compliance with this Agreement, the Operating Rules and/or the Interface Specifications;

B. information relating to the EBT Processor's system performance, security measures and procedures, contingency plans, and system audit results; and

C. information relating to backup or redundant processing facilities and periodic testing business continuity plans.

6.6 EBT Processor hereby grants ACS and applicable government entities the right to audit its operations, including permission to enter EBT Processor's premises, including normally restricted areas, during EBT Processor's regular business hours and upon twenty-four hours prior notice, to conduct such audit if there is any reason to believe that a security breach has occurred or may occur. This right shall also apply to any processor used to transport Texas EBT System Transactions from retailers to the EBT Processor. In addition, EBT Processor agrees to provide ACS and applicable government entities with any information, including financial information, reasonably required by ACS and applicable government entities to demonstrate that EBT Processor is operating in a safe and sound manner and maintains financially sound settlement processes for retailers; For the purpose of this clause, applicable government entities include HHSC, United States Department of Agriculture (USDA), or any other government agency as identified by HHSC.

6.7. The EBT Processor shall supply to ACS all information and data reasonably required from time to time by ACS relating to Texas EBT System Transactions, in the form reasonably specified by ACS (e.g., electronic, magnetic).

6.8. It is recommended by the USDA Food and Nutrition Service that the processor access the Retailer EBT Data Exchange (REDE) System on a daily basis to update the Processor's retailer database. The REDE System communicates updates to the FNS retailer

database. The processor should reconcile the REDE file changes daily for adds, changes, and deletes from FNS. The REDE System provides a monthly data file for reconciliation on request.

7. LIABILITIES OF THE EBT PROCESSOR

7.1. ACS shall not be responsible for or have any liability for any of the EBT Processor's costs incurred in connection with its participation in the Texas EBT Program and/or its performance under this Agreement (including the Operating Rules and the Interface Specifications).

7.2. The EBT Processor shall be responsible for the payment of federal, state and local taxes, exclusive of taxes based upon ACS's net income or property, as well as all other expenses, fees and charges imposed by a government, arising out of or incidental to its participation in the Texas EBT Program.

7.3. The EBT Processor hereby indemnifies and agrees to hold harmless ACS and its parent companies, and each of their officers, directors, employees, insurers and agents, from and against any and all Losses incurred by any one or more of them arising from, attributable to, or arising in connection with, the EBT Processor's: (i) participation in the Texas EBT Program (including the interface by the EBT Processor with the Texas EBT System), or (ii) performance under this Agreement (including the Operating Rules and the Interface Specifications) or with respect to any transaction contemplated hereunder, including but not limited to EBT Processor's performance under Sections 2, 5 and 6; unless such Losses are solely the result of the gross negligence or willful misconduct of ACS, or ACS's breach of this Agreement.

7.4. The EBT Processor acknowledges and agrees that it is solely responsible for its own compliance with all applicable federal, state and local laws and regulations. The EBT Processor agrees to indemnify and hold harmless ACS and its parent companies, and each of their officers, directors, employees and agents, from and against any and all Losses arising out of any act or omission by the EBT Processor or any Retailer or indirect processor that, on behalf of any retailer, interfaces with EBT Processor, in violation of any such law or regulation.

8. LIABILITIES OF ACS

8.1. In accordance with the Operating Rules, EBT Processor shall report to ACS in writing, with applicable documentation, discrepancies between an ACS settlement total and EBT Processor's settlement total. EBT Processor shall cooperate with ACS in the reconciliation of such discrepancies and, in the event of disputes; such shall be resolved in accordance with the Operating Rules. Upon reconciliation of such discrepancies, ACS shall effect adjustments pursuant to the procedures set forth in the Operating Rules.

8.2. ACS HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE OPERATION OF THE TEXAS EBT SYSTEM AND THE SERVICES TO BE PROVIDED BY ACS UNDER AND IN CONNECTION WITH THIS AGREEMENT (INCLUDING THE OPERATING RULES AND THE INTERFACE SPECIFICATIONS), WHETHER EXPRESS OR IMPLIED, AND INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. ADVERTISING; PROMOTIONAL MATERIALS

9.1. The EBT Processor is permitted to advertise and/or include in its promotional materials the fact of its participation in the Texas EBT Program and that retailers may contract with the EBT Processor to have retailer's Texas EBT System Transactions processed, provided however, that the EBT Processor must comply with Section 11 of the Operating Rules.

10. ASSIGNMENT AND SUBCONTRACTING

10.1 This Agreement may not be assigned or subcontracted by EBT Processor without the prior written consent of ACS. ACS shall respond to Processor requests for consent within thirty (30) calendar days of receipt. The following shall be considered assignments for purposes of this Agreement:

- A. a transaction involving the sale, pledge, or other transfer of fifty percent (50%) or more of the Processor's stock or other ownership interest constituting an

interest in the control of Processor;

B. a merger of Processor into another entity;

C. a sale or other transfer of all or a substantial part of Processor's business;

D. if Processor is a partnership or joint venture of any form, a sale or transfer of ownership therein or assets thereof or any other transaction, which sale, transfer or other transaction has the effect of dissolving the partnership or joint venture and/or creating a new one, regardless whether the owners and their respective ownership interests are the same as before; or

E. if Processor is a corporation, any reorganization that results (by its own terms or by operation of law) in a different legal entity being responsible for Processor's obligations.

10.2 This Agreement may not be assigned by ACS without the prior written consent of Processor, provided however, that:

A. ACS may assign this Agreement to any person, firm or other entity which may become a successor in interest to ACS by purchase, merger or otherwise, or which acquires all or substantially all of the assets of ACS; and/or

B. ACS may assign this Agreement or subcontract any of its obligations under this Agreement to any person, firm or entity in which ACS owns a majority of the ownership interest, or which owns a majority of the ownership interest in ACS; and/or

C. ACS may subcontract any of its obligations hereunder to any person, firm or other entity, provided that ACS retains primary responsibility for the performance of the obligations subcontracted to such subcontractor.

10.3 In all respects with regard to Section 10.2 of this Agreement, HHSC must provide approval of proposed assignment or subcontracting.

10.4 If ACS is unable to perform its duties under this contract, HHSC may assign this Agreement to itself or to another contractor.

11. TERM; EXPIRATION; TERMINATION DUE TO DEFAULT

11.1. This Agreement shall be effective as of the Effective Date, and shall expire on that date that is one (1) year after the date distribution of EBT Program Benefits via the Texas EBT System commences or, if later, one (1) year after the Effective Date. Thereafter, the term of this Agreement shall automatically extend for consecutive periods of one (1) year each, unless either party gives notice to the other at least sixty (60) calendar days prior to the expiration of the then existing term that this Agreement shall not so extend.

11.2. A party hereto may terminate this Agreement by notice to the other party upon the occurrence of any one or more of the following events (a "Default"):

A. The other party breaches any material covenant or undertaking in this Agreement, and said breach or failure to perform is not cured by said party within thirty (30) calendar days after notice thereof is given to the breaching party (unless such breach or failure cannot be cured within thirty (30) calendar days, in which case if cure is not commenced within such thirty (30) calendar day period and diligently prosecuted until completion);

B. The other party ceases to function as a going concern; or

C. A receiver is appointed for the other party or its property, or the other party becomes insolvent, becomes the subject of a voluntary or involuntary petition for bankruptcy, reorganization or under any other law for the protection of creditors, or makes an assignment of the benefit of its creditors.

11.3. ACS may terminate this agreement immediately by notice to the EBT Processor upon the occurrence of any one or more of the following events (also referred to as a "Default"):

A. the EBT Processor sells, transfers or discontinues that part of its business or assets involved in the transactions contemplated by this Agreement;

B. the occurrence of any assignment or subcontracting by the EBT Processor in breach of Section 10.1 of this Agreement;

C. the EBT Processor's representations or warranties made herein are materially false or misleading in any material respect;

D. the EBT Processor breaches any of the undertakings to be performed hereunder with respect to Confidential Information;

E. the EBT Processor breaches any of its obligations under Sections 2.6, 3.4, 3.5, 5.1, 6.1 and/or 6.2 of this Agreement; or

F. the EBT Processor breaches any of its obligations under Sections 2.3, 2.4 and/or 2.5, and/or under the first sentence of Section 6.1, and such breach is not cured within forty-eight (48) hours after notice thereof from ACS. Notwithstanding the provisions of Section 13.1, for purposes of this subsection 11.3.F, notice may be given orally, including by telephone, in which case notice shall be deemed given at the time of the oral communication.

11.4. This Agreement shall terminate immediately and automatically, and neither party shall be deemed in default, upon the occurrence of one or both of the following events:

A. The Texas EBT Program is suspended and/or discontinued for any reason; or

B. United States Department of Agriculture's Food and Nutrition Service (FNS), the HHSC, or another entity of the State or Federal government directs ACS to terminate this Agreement.

11.5. The EBT Processor may terminate this Agreement and neither party shall be deemed in default if, within fifteen (15) business days after ACS gives the EBT Processor notice of a material amendment to the Operating Rules and/or Interface Specifications, the EBT Processor gives ACS notice of termination. In such event, termination shall be effective upon the EBT Processor's giving of such notice.

11.6. In the event of a suspension, expiration or termination of this Agreement, money transfers, payments, accounts, documents, reports, and other matters remaining due to be effected and/or delivered as of the suspension, expiration or termination of this Agreement shall be completed and delivered as though this Agreement were still in effect.

11.7. Promptly upon the expiration or termination of this Agreement, the EBT Processor shall return to ACS and/or arrange for ACS to repossess all Confidential Information and other property of ACS, and if such is not returned and/or arrangements for repossession made within thirty (30) calendar days of the expiration or termination of this Agreement, ACS shall have the right, upon no less than twenty-four hours' notice, to enter upon the premises of the EBT Processor for the purposes of retaking possession of all ACS Confidential Information and other property of ACS.

11.8. Any expiration or termination of this Agreement pursuant to this Section 11 shall be without prejudice to any other rights or remedies a party may be entitled to under this Agreement or by law, and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provisions hereof which are expressly stated or by duplication intended to come into or continue in force on or after such termination.

12. REPRESENTATIONS AND WARRANTIES

12.1. ACS represents and warrants to the EBT Processor as set forth in Section 12.4.1 of the Operating Rules.

12.2. The EBT Processor represents and warrants to ACS as set forth in Section 12.4.2 of the Operating Rules and as follows: Its Federal Employer Identification number (or Social Security Number, if applicable) is as set forth in Appendix 1.

12.3. Each of the representations and warranties of the parties contained in this Section 12 shall be deemed made as of the date of this Agreement, and again at the start of each calendar day thereafter throughout the term of this Agreement (including any extensions).

12.4. Each party shall indemnify and hold harmless the other party and such other party's affiliates from and against all respective losses which are sustained or incurred by such other party or any of its affiliates by reason of the breach and/or default of any of the representations or warranties made by it in this Section 12. The terms of this Section 12.4 shall survive the expiration or termination of this Agreement.

13. NOTICES

13.1. All notices, requests and other communications required or permitted to be given under this Agreement shall be in writing and shall be (i) delivered in person, obtaining a signed receipt; or (ii) sent by private express delivery service, obtaining a signed receipt, or (iii) transmitted by fax, with confirmation of satisfactory sending. If to the EBT Processor, such notices, requests and other communications shall be sent to the address or fax number set forth in Appendix 1; if to ACS, such notices, requests and other communications shall be sent to:

ACS State & Local Solutions, Inc.
12357 Riata Trace Parkway, Suite A-300
Austin, TX 78727
Phone: (512) 249-3552
Fax: (512) 401-8221

13.2. Notices delivered in person shall be deemed given when delivered, notices sent by private express delivery service shall be deemed given the next Banking Business Day after sending, and notices sent by fax shall be deemed given on the date transmitted if a Banking Business Day (and if not, on the first Banking Business Day thereafter).

13.3. Any party may at any time give notice in writing to the other party of a change of address or fax number of the party giving the notice and, effective ten (10) business days after such notice is given, the address or fax number therein specified shall be deemed to be the new address or fax number of the party for purposes hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first written above.

ACS State & Local Solutions, Inc.

EBT Processor

Signature

Printed Name

Title

Name of Organization

Signature

Printed Name

Title

APPENDIX 1 PROCESSOR INFORMATION SHEET

Appendix 1 to Processor Agreement between ACS State & Local Solutions, Inc. ("ACS") and _____ (the "EBT Processor")

1. The form of legal organization of the EBT Processor is (check applicable legal entity) ___ corporation, ___ partnership or ___ individual/sole proprietorship and the EBT Processor's Federal Employer Identification Number and/or Social Security Number, if applicable) is: _____

2. The EBT Processor's principal place of business and the address/fax/phone number to which notices, requests and other communications required or permitted to be given under this Agreement are to be sent are as follows:

3. **AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS (ACH CREDITS)**

The EBT Processor hereby authorizes ACS to initiate credit entries and to initiate, if necessary, debit entries and adjustments with respect to any such credit entries in error, to its checking account indicated below at the depository named below, in order to credit and/or debit such account accordingly.

EBT Processor Settlement Account:

EBT Processor Financial Institution:

Account Title

Name of Financial Institution

Account Number

Street Address

Routing Transit Number

City/State/Zip

(provided by Financial Institution)

Cut-off Time: _____ A.M. - P.M. (Circle 1)

This authorization will remain in full force and effect until ACS has received written notification from the EBT Processor of its termination either through termination of this EBT Processor Agreement or through replacement of this Authorization Agreement through replacement of this Appendix 1.

___ (check if voided check delivered -- to be delivered upon execution and delivery of the Agreement)

Initials: ACS _____

EBT Processor _____