

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT PURSUANT TO SECTION 13 or 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

January 4, 2002

Date of Report (date of earliest event reported)

Euronet Worldwide, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

(Commission
File Number)

04-2806888

(IRS Employer
ID Number)

4601 College Boulevard
Leawood, Kansas
(Address of principal executive offices)

66211
(Zip Code)

Registrant's Telephone Number, including area code:

(913) 327-4200

N/A

(Former name or former address, if changed since last report)

ITEM 2. ACQUISITION OR DISPOSITION OF ASSETS.

On January 4, 2002, Euronet Worldwide, Inc. ("Euronet Worldwide") concluded two agreements with ALLTEL Information Services, Inc. ("AIS"), a wholly owned subsidiary of ALLTEL Corporation.

The first agreement was an Asset Purchase Agreement whereby EFT Network Services, LLC, an Arkansas limited liability company ("EFT") sold substantially all of its assets to AIS for \$6,792,592, in cash, subject to a working capital adjustment. Of this amount, \$650,000 is being held in escrow under the terms of a separate escrow agreement to provide for the payment of any damages that might arise from any breach of the representations and warranties contained in the Asset Purchase Agreement and certain post-closing adjustments. EFT is a wholly-owned subsidiary of Euronet USA, Inc., an Arkansas corporation ("Euronet USA") which is in turn a wholly-owned subsidiary of Euronet Worldwide, a Delaware corporation. EFT, Euronet USA and AIS are parties to the Asset Purchase Agreement.

The second agreement was a Software License Agreement (the "License Agreement") whereby Euronet USA granted AIS a nonexclusive license to use, distribute and develop versions 1.5 and 2.2 of Euronet USA's GoldNet ITM ATM Network Processing Software ("GoldNet Software"). The License Agreement includes certain territorial and other restrictions on the use and distribution of the GoldNet Software by AIS. The restrictions apply for five years and strictly limit the use and distribution of the software in Euronet's principal markets in Europe/Middle East/Africa and Asia but permit broad use and distribution in the U.S., Canada and South America. Under the terms of the License Agreement, AIS has agreed to pay license fees of \$5 million, with 50% of the fees being payable upon execution of the License Agreement, 40% upon AIS's acceptance of version 2.2 of the GoldNet Software, and the remaining 10% twelve months from the date of the License Agreement, subject to completion of certain maintenance and support services. The License Agreement does not restrict the ability of Euronet USA to continue to sell its GoldNet Software, except that Euronet USA may not sell to former EFT customers or new AIS network processing customers. GoldNet Software is the most popular ATM network processing software for the IBM AS/400 platform.

Euronet Worldwide is a leading provider of secure electronic financial transaction solutions and provides financial payment middleware, financial network gateways, outsourcing, and consulting services to financial institutions, retailers and mobile phone operators. Euronet Worldwide operates an independent automated teller machine ("ATM") network of over 3000 ATMs in Europe and the United States. Through Euronet USA, the Euronet Worldwide offers a suite of integrated software solutions for electronic payment and transaction delivery systems.

The foregoing summary is qualified in its entirety by reference to the copy of the Asset Purchase Agreement, the License Agreement and the Escrow Agreement attached as Exhibits 2.1, 99.1 and 99.2, respectively to this Form 8-K.

ITEM 5. OTHER EVENTS AND REGULATION FD DISCLOSURE

During the fourth quarter 2001, Euronet Worldwide completed exchanges of an aggregate of DEM 14,100,000 face value of its 12 3/8% DM denominated Senior Discount Notes (together with warrants to purchase 14,805 shares of its stock) and US\$2,095,000 face value of its US denominated 12 3/8% Senior Discount Notes, for a total of 495,400 shares of its common stock. These transactions were exempt from registration under Section 3(a)9 of the U.S. Securities Act of 1933.

ITEM 7. EXHIBITS

- Exhibit 2.1: Asset Purchase Agreement between ALLTEL Information Services, Inc., Euronet USA, Inc. and EFT Network Services, LLC.
- Exhibit 99.1: Escrow Agreement between ALLTEL Information Services, Inc., EFT Network Services, Inc. and J.P. Morgan & Trust Company.
- Exhibit 99.2: Software License Agreement between ALLTEL Information Services, Inc. and Euronet USA, Inc.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Euronet Worldwide, Inc.

By: /s/ Daniel R. Henry

Daniel R. Henry
President
Chief Operating Officer

Date: January 4, 2002

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ASSET PURCHASE AGREEMENT

between

ALLTELL INFORMATION SERVICES, INC.,

EURONET USA INC.

and

EFT NETWORK SERVICES, LLC

Dated as of January 4, 2002

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT entered into as of January 4, 2002 by and between ALLTEL Information Services, Inc., an Arkansas corporation (the "Buyer"), Euronet USA Inc., an Arkansas corporation (the "Parent"), and EFT Network Services, LLC d/b/a DASH Network, an Arkansas limited liability company (the "Seller"). Buyer, Parent and Seller are referred to collectively herein as the "Parties."

WHEREAS, Seller wishes to sell, and Buyer wishes to purchase, substantially all of the assets of Seller on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows.

Section 1. Definitions.

"Acquired Assets" means (1) all right, title and interest in and to all of the following assets owned by Seller: (a) all tangible personal property (including the personal computers and other equipment, furniture, and other tangible personal property listed in Section 3(e) of the Disclosure Schedule), (b) all Intellectual Property, including goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto and rights thereunder, remedies against infringements thereof and rights to protection of interests therein under the laws of all jurisdictions (including the Intellectual Property listed in Section 3(1)(i)(A) of the Disclosure Schedule, except for the Parent Intellectual Property and Third Party Intellectual Property), (c) the specific agreements, contracts, leases and licenses listed in Section 3(n) of the Disclosure Schedule, (d) all accounts, notes and other receivables, (e) all securities, (f) claims, deposits, prepayments, refunds, causes of action, rights of recovery, rights of set off and rights of recoupment (including any such item relating to the payment of Taxes) relating to any of the Acquired Assets, (g) all franchises, approvals, permits, licenses, orders, registrations, certificates, variances and similar rights obtained from governments and governmental agencies, (h) all books, records, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings and specifications, creative materials, advertising and promotional materials, studies, reports and other printed or written materials, (i) all Cash and (j) all memberships, and all interests and rights related thereto, in the Networks; provided, however, that the Acquired Assets shall not include (A) certificates of organization, qualifications to conduct business as a foreign limited liability company, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock or membership interest transfer books, blank stock or membership interest certificates and other documents relating to the organization, maintenance and existence of Seller as a limited liability company or (B) the Parent Receivable, and (2) the assets listed in Exhibit D hereto. The Acquired Assets shall include the assets described in subparagraphs (1)(d), (e) and (i) above only in an aggregate amount equal to that indicated on the Net Working Capital Statement;.

"Adverse Consequences" means all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, Liabilities, obligations, Taxes, liens, losses, expenses and fees, including court costs and reasonable attorneys' fees and expenses.

"Affiliate" means, with respect to any Party, any other Person that controls, is controlled by, or is under common control with, such Party.

"Affiliated Group" means any affiliated group within the meaning of Code ss. 1504(a) or any similar group defined under a similar provision of state, local or foreign law.

"Assumed Liabilities" means the meaning set forth in Section 2(b) below.

"Basis" means any past or present fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act or transaction that forms or could form the basis for any specified consequence.

"Buyer" has the meaning set forth in the preface above.

"Cash" means cash and cash equivalents (including marketable securities and short-term investments) calculated in accordance with GAAP applied on a basis consistent with the preparation of the Financial Statements.

"Closing" has the meaning set forth in Section 2(f) below.

"Closing Date" has the meaning set forth in Section 2(f) below.

"Code" means the Internal Revenue Code of 1986, as amended.

"Confidential Information" means any information concerning the businesses and affairs of Seller that is not already generally available to the public.

"Disclosure Schedule" has the meaning set forth in Section 3 below.

"Embedded Third Party Intellectual Property" has the meaning set forth in Section 3(l)(i) below.

"Environmental, Health and Safety Requirements" shall mean all federal, state, local and foreign statutes, regulations, ordinances and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations and all common law concerning public health and safety, worker health and safety and pollution or protection of the environment, including, without limitation, all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or radiation, each as amended and as now or hereafter in effect.

"Escrow Agent" means J.P. Morgan Trust Company, National Association.

"Escrow Agreement" means the Escrow Agreement executed by Buyer, the Sellers and the Escrow Agent concurrently herewith.

"Escrow Fund" has the meaning set forth in Section 2(d)(ii).

"Escrow Obligations" has the meaning set forth in the Escrow Agreement.

"Estimated Net Working Capital Statement" has the meaning set forth in Section 2(e) below.

"Excluded Liabilities" shall have the meaning set forth in Section 2(c) below.

"Financial Statement" has the meaning set forth in Section 3(f) below.

"GAAP" means U.S. generally accepted accounting principles as in effect from time to time.

"Including" shall mean "including, but not limited to."

"Indemnifiable Claim" has the meaning set forth in the Escrow Agreement.

"Indemnified Party" has the meaning set forth in Section 6(d) below.

"Indemnifying Party" has the meaning set forth in Section 6(d) below.

"Intellectual Property" means the following: (i) all inventions, discoveries, improvements, ideas, know-how, methodology, processes, and other proprietary technology (whether or not patentable), as well as all United States and foreign patents and patent applications (including all reissues, continuations, continuations-in-part, divisions, renewals or extensions thereof); (ii) all software, algorithms, source code, object code, data structures, data models, data bases and flowcharts, any versions, updates, customizations, and modifications of the foregoing; (iii) all copyrights and copyrightable works, including but not limited to mask works, writings, designs, or other original works of authorship and derivative works thereof (including those for which registration has been applied, which are registered, or which are unregistered); (iv) all U.S., state and foreign trademarks, service marks, trade dress, trade names and other names, slogans and logos embodying indications of origin, and all goodwill associated therewith (including those for which registration has been applied, which are registered, or which are unregistered); (v) all trade secrets including confidential and other non-public information for which there exists a right in any jurisdiction to limit the use or disclosure thereof; (vi) all Internet web sites, domain names, and registrations or applications for registration thereof; (vii) all licenses, covenants not to sue and the like relating to any of the foregoing; and (viii) all documents, books and records describing, recording or otherwise used in connection with any of the foregoing.

"Knowledge of Seller" means the actual knowledge of any of Kenneth L. Kerr, Ron Ferguson, Leslie Wheelock, and Mike Brown.

"Liability" means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated and whether due or to become due), including any liability for Taxes.

"Most Recent Balance Sheet" means the balance sheet contained within the Most Recent Financial Statements.

"Most Recent Financial Statements" has the meaning set forth in Section 3(f) below.

"Most Recent Fiscal Month End" has the meaning set forth in Section 3(f) below.

"Net Working Capital Statement" has the meaning set forth in Section 2(e) below.

"Net Working Capital Adjustment" has the meaning set forth in Section 2(e) below.

"Network" has the meaning set forth in Section 3(y).

"Operating Rules" has the meaning set forth in Section 3(y).

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

"Parent" has the meaning set forth in the preface above.

"Parent Contractor" has the meaning set forth in Section 3(1)(vii) below.

"Parent Contractor Agreements" has the meaning set forth in Section 3(1)(vii) below.

"Parent Intellectual Property" has the meaning set forth in Section 3(1)(i).

"Parent Receivable" means the aggregate amount due to Seller from Parent in respect of Cash distributions made from time to time by Seller to Parent.

"Party" has the meaning set forth in the preface above.

"Person" means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity (or any department, agency or political subdivision thereof).

"Products" has the meanings set forth in Section 3(1)(i)(D).

"Purchase Price" has the meaning set forth in Section 2(e) below.

"Security Interest" means any mortgage, pledge, lien, encumbrance, charge or other security interest, other than (a) mechanic's, materialmen's and similar liens, (b) liens for Taxes

not yet due and payable, or (c) purchase money liens and liens securing rental payments under capital lease arrangements.

"Seller" has the meaning set forth in the preface above.

"Seller Contractor" has the meaning set forth in Section 3(1)(vii) below.

"Seller Contractor Agreements" has the meaning set forth in Section 3(1)(vii) below.

"Seller Intellectual Property" has the meaning set forth in Section 3(1)(i) below.

"Seller Real Property" has the meaning set forth in Section 3(k)(iii).

"Settlement Accounts" has the meaning set forth in Section 3(x) below.

"Subsidiary" means any corporation with respect to which a specified Person (or a Subsidiary thereof) owns a majority of the common stock or has the power to vote or direct the voting of sufficient securities to elect a majority of the directors.

"Tax" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code (S) 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto and including any amendment thereof.

"Third Party Claim" has the meaning set forth in Section 6(d) below.

"Third Party Intellectual Property" has the meaning set forth in Section 3(1)(i) below.

"Transferred Employees" has the meaning set forth in Section 7(o) below.

Section 2. Basic Transaction.

(a) Purchase and Sale of Assets.

(i) On and subject to the terms and conditions of this Agreement, on the Closing Date, Buyer agrees to purchase from Seller, and Seller agrees to sell, transfer, convey and deliver to Buyer, all of the Acquired Assets (other than the assets listed in Exhibit D hereto) at the Closing free and clear of all Security Interests.

(ii) On and subject to the terms and conditions of this Agreement, on January 6, 2002, Buyer agrees to purchase from Parent, and Parent agrees to sell, transfer, convey and deliver to Buyer, all of the assets listed in Exhibit D hereto free and clear of all Security Interests.

(b) Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Buyer agrees to assume pay, perform and discharge the following (the "Assumed Liabilities"): (i) the liabilities and obligations of Seller to be performed and paid after the Closing Date under the agreements, contracts, leases and licenses included in the Acquired Assets, other than any of the foregoing that is an Excluded Liability, and (ii) accounts payable and accrued expenses of Seller as of the Closing Date incurred in the Ordinary Course of Business, other than any of the foregoing that is an Excluded Liability, in an aggregate amount not more than the aggregate amount of accounts payable and accrued expenses set forth in the Net Working Capital Statement.

(c) Excluded Liabilities. Buyer will not assume or have any responsibility with respect to any Liability of Seller not specifically included within the definition of Assumed Liabilities (such liabilities and obligations not being assumed being herein called the "Excluded Liabilities"). Notwithstanding anything to the contrary contained in this Agreement or any disclosure contained in the Disclosure Schedules, none of the following shall constitute or be deemed to be Assumed Liabilities for purposes of this Agreement, but shall instead constitute Excluded Liabilities:

(i) any Liability of Seller in respect of any (A) accounts payable or accrued expenses of Seller attributable to any period (or portion thereof) ending on or before the Closing (irrespective of whether any invoice, statement or bill for such amounts is received by Seller or Buyer or due after the Closing) in an amount in excess of the aggregate amount of accounts payable and accrued expenses set forth in the Estimated Net Working Capital Statement, (B) Seller's compensation and benefits for its employees, including wages, incentives, commissions, bonuses, vacation pay, paid days off, pension and retirement through the Closing Date and all prior calendar years, (C) amounts payable by Seller to any employee that is not a Transferred Employee or employee of Seller accruing as a result of the execution and delivery of this Agreement or the performance of the transactions contemplated hereby, (D) any bank or third party debt, (E) any tort or violation of law committed by Seller or any of its directors, officers, employees or agents (including any noncompliance with any federal, state or local law respecting employment or employment practices, terms and conditions), (F) any breach of any representation, warranty or covenant occurring prior to the Closing under any agreement, license or lease included in the Acquired Assets, (G) any litigation, claim, cause of action, suit, investigation or proceeding pending or asserted against Seller, or accruing or occurring, before the Closing (including any claim of wrongful discharge, claim of employment discrimination or claim of sexual harassment pending or asserted against Seller, or accruing or occurring, before the Closing), and (H) any actual or threatened demand, suit, action or proceeding which involves a claim of infringement or

misappropriation of any Intellectual Property right (including without limitation patent, copyright, trade mark, and trade secret rights) of any third party,

(ii) any Liability of Seller for unpaid Taxes for periods prior to the Closing,

(iii) any Liability of Seller for income Taxes arising in connection with the consummation of the transactions contemplated hereby,

(iv) any obligation of Seller to indemnify any Person by reason of the fact that such Person was a director, officer, employee or agent of Seller or was serving at the request of Seller as a partner, trustee, director, officer, employee or agent of another entity (whether such indemnification is for judgments, damages, penalties, fines, costs, amounts paid in settlement, losses, expenses or otherwise and whether such indemnification is pursuant to any statute, charter document, bylaw, agreement or otherwise), and

(v) any Liability of Seller for costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby.

(d) Preliminary Purchase Price. Subject to the terms and conditions of this Agreement:

(i) Buyer agrees to pay to Seller at the Closing \$6,142,592 [\$5,850,000 plus \$292,592] less or plus, as the case may be, the Estimated Net Working Capital Adjustment, if any, by delivery of cash payable by wire transfer or delivery of other immediately available funds.

(ii) In order to secure Seller's obligations hereunder and to indemnify Buyer pursuant to this Agreement, Buyer shall deposit on the Closing Date with the Escrow Agent an amount equal to \$650,000 by wire transfer to a separate account specified in writing by the Escrow Agent (the "Escrow Fund"), which amount the Escrow Agent shall hold for the benefit of Buyer and Seller pursuant to the terms of this Agreement and the Escrow Agreement.

The aggregate amount paid by Buyer pursuant to Sections 2(d)(i) and (ii) is referred to herein as the "Preliminary Purchase Price." The Preliminary Purchase Price shall be subject to adjustment as set forth in Section 2(e) below.

(e) Preparation of Net Working Capital Statements.

(i) On the day prior to the Closing Date, Buyer and Seller shall prepare and attach to this Agreement as Exhibit A a draft statement (the "Estimated Net Working Capital Statement") of the Estimated Net Working Capital (as defined below). The "Estimated Net Working Capital" shall mean the difference between the book value of the Acquired Assets that are current assets and the book value of the Assumed Liabilities that are current liabilities, in each case determined as of the close of business on the day before the Closing Date on

a pro forma basis as though the Parties had not consummated the transactions contemplated by this Agreement. Subject to the foregoing, the Estimated Net Working Capital shall be calculated in accordance with generally accepted accounting principles applied on a basis consistent with the preparation of Buyer's financial statements; provided, however, that (i) no amounts shall be excluded from such calculation solely because such amounts are or would be deemed to be immaterial under generally accepted accounting principles, and (ii) assets, liabilities, gains, losses, revenues, and expenses in interim periods or as of dates other than year-end (which normally are determined through the application of so-called interim accounting conventions or procedures) will be determined through full application of the procedures used in preparing Buyer's year end financial statements.

(ii) If the amount of the Estimated Net Working Capital is less than \$400,000, then the amount by which it is less than \$400,000 shall be deducted from the Preliminary Purchase Price. If the amount of the Estimated Net Working Capital is greater than \$400,000, then the amount by which it is greater than \$400,000 shall be added to the Preliminary Purchase Price.

(iii) Within 60 days after the Closing Date, Buyer will prepare and deliver to Seller a statement (the "Net Working Capital Statement") of the Net Working Capital. The "Net Working Capital" shall mean the difference between the book value of the Acquired Assets that are current assets and the book value of the Assumed Liabilities that are current liabilities, in each case determined as of the close of business on the Closing Date on a pro forma basis as though the Parties had not consummated the transactions contemplated by this Agreement. Subject to the foregoing, the Net Working Capital shall be calculated in accordance with generally accepted accounting principles applied on a basis consistent with the preparation of Buyer's financial statements; provided, however, that (i) no amounts shall be excluded from such calculation solely because such amounts are or would be deemed to be immaterial under generally accepted accounting principles, and (ii) assets, liabilities, gains, losses, revenues, and expenses in interim periods or as of dates other than year-end (which normally are determined through the application of so-called interim accounting conventions or procedures) will be determined through full application of the procedures used in preparing Buyer's year end financial statements.

(iv) If Seller has any objection to the Net Working Capital Statement, it will deliver a detailed statement describing its objections to Buyer within 30 days after receiving the Net Working Capital Statement. If Seller does not give notice of an objection within such time period, then the Seller shall be deemed to have agreed to and accepted the Net Working Capital Statement. If Seller has any objections to the Net Working Capital Statement, Buyer and Seller will use reasonable efforts to resolve any such objections. Buyer will revise the Net Working Capital Statement as appropriate to reflect the actual Net Working Capital, as determined by the Parties upon resolution of any objections raised by Seller.

(v) If the Final Net Working Capital, as determined pursuant to Section 2(e)(iv) above, is more than the Estimated Net Working Capital, then Buyer shall pay to Seller an amount equal to the difference by wire transfer or delivery of other immediately available funds within three business days after the date on which the Net Working Capital Statement finally is determined pursuant to Section 2(e)(iv) above. If the Final Net Working Capital, as determined pursuant to Section 2(e)(iv) above, is less than the Estimated Net Working Capital, then Seller shall pay to Buyer an amount equal to the difference by wire transfer or delivery of other immediately available funds within three business days after the date on which the Net Working Capital Statement finally is determined pursuant to Section 2(e)(iv) above; provided, however, in the event Buyer has an Indemnifiable Claim which has not been finally resolved pursuant to the terms of the Escrow Agreement and the amount of the Indemnifiable Claim exceeds the Escrow Fund or is not known or determinable by Buyer, then any amount otherwise payable by Buyer to Seller pursuant to the terms of this Section 2(e)(v) shall be delivered to Escrow Agent to hold in escrow, as security and collateral for the Escrow Obligations, pursuant to the terms and conditions of the Escrow Agreement.

(vi) The Preliminary Purchase Price as adjusted by Section 2(e)(v) is referred to as the "Purchase Price."

(f) The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Buyer in Little Rock, Arkansas on the date of this Agreement (the "Closing Date").

(g) Deliveries at the Closing. At the Closing, (i) Seller, Buyer and/or Parent will each execute and deliver a Bill of Sale and Assignment and Assumption Agreement, a Trademark Assignment Agreement, a Software License Agreement, an Escrow Agreement, a Transition Services Agreement, and a Bill of Sale; (ii) Euronet Worldwide, Inc. (an Affiliate of Parent and Buyer) and Buyer will each execute and deliver a Sublease Agreement; (iii) Buyer will deliver to Seller the consideration specified in Section 2(d)(a) above; and (iv) Buyer will deliver to the Escrow Agent the consideration specified in Section 2(d)(b) above.

(h) Allocation. The Parties agree to allocate the Purchase Price (and all other capitalizable costs) among the Acquired Assets for tax purposes in accordance with the allocation schedule attached hereto as Exhibit B.

Section 3. Representations and Warranties of Seller. Each of Parent and Seller jointly and severally represent and warrant to Buyer that the statements contained in this Section 3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date, except as set forth in the disclosure schedule accompanying this Agreement (the "Disclosure Schedule"). The Disclosure Schedule will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this Section 3. Nothing in the Disclosure Schedule shall be deemed adequate to disclose an exception to a representation or warranty made herein unless the Disclosure Schedule identifies the exception

with particularity and describes the relevant facts in detail. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item itself).

(a) Organization.

(i) Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Seller is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required. Seller has full limited liability company power and authority and all licenses, permits and authorizations necessary to carry on the businesses in which it is engaged and to own and use the properties owned and used by it. Seller has no Subsidiaries.

(ii) Parent is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation. Parent owns all of the membership interests in Seller.

(b) Authorization of Transaction. Each of Parent and Seller has full power and authority (including as applicable full corporate or limited liability company power and authority) to execute and deliver this Agreement and to perform its respective obligations hereunder. Without limiting the generality of the foregoing, the members of Seller and the board of directors of Parent have duly authorized the execution, delivery and performance of this Agreement by Seller. This Agreement constitutes the valid and legally binding obligation of Parent and Seller, enforceable in accordance with its terms and conditions.

(c) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Section 2 above), will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency or court to which Parent or Seller is subject or any provision of the certificate of organization or membership agreement of Seller or the charter or bylaws of Parent or, (ii) except as set forth on Section 3(c) of the Disclosure Schedule, conflict with, result in a breach of, change the pricing of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice or consent under any agreement, contract, lease, license, instrument or other arrangement to which Seller or Parent is a party or by which either or them is bound or to which any of their respective assets is subject (or result in the imposition of any Security Interest upon any of their respective assets). Neither Parent nor Seller needs to give any notice, make any filing with (except under the US securities laws) or obtain any authorization, consent or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement (including the assignments and assumptions referred to in Section 2 above).

(d) Brokers' Fees. Neither Seller nor Parent has any Liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or obligated.

(e) Title to Assets. Seller has good and marketable title to the Acquired Assets (other than the assets listed in Exhibit D), free and clear of all Security Interests. Parent has or will have on January 6, 2002 good and marketable title to the Acquired Assets listed in Exhibit D, free and clear of all Security Interests. Section 3(e) of the Disclosure Schedule and Exhibit D collectively list all fixed assets used by Seller in the conduct of its business as presently conducted. Without limiting the generality of the foregoing, Seller has good and marketable title to all of the tangible Acquired Assets listed in Section 3(e) of the Disclosure Schedule, free and clear of any Security Interest or restriction on transfer.

(f) Financial Statements.

(i) Attached hereto as Exhibit C are the following financial statements for Seller (collectively, the "Financial Statements"): (i) unaudited balance sheets and statements of income as of and for the fiscal year ended December 31, 2000; (ii) unaudited balance sheets and statements of income (the "Most Recent Financial Statements") as of and for the eleven months ended November 30, 2001 (the "Most Recent Fiscal Month End"). The Financial Statements have been prepared in accordance with GAAP (except that footnotes are not included) applied on a consistent basis throughout the periods covered thereby, present fairly the financial condition of Seller as of such dates and the results of operations of the Acquired Assets and Seller for such periods, are correct and complete and are consistent with the books and records of Seller (which books and records are correct and complete). Section 3(f)(i) of the Disclosure Schedule sets forth each item of revenue, expense, asset or liability recorded in any of the Financial Statements arising from any business arrangement or relationship with Seller, on the one hand, and Parent and its other Subsidiaries, on the other hand.

(ii) Section 3(f)(ii) of the Disclosure Schedule includes a list of all banks and other financial institutions which Seller maintains an account or safe deposit box, showing the account number for all such accounts and the names of the persons authorized as signatories thereon or to act or deal in connection therewith.

(g) Events Subsequent to December 31, 2000. Since December 31, 2000, there has not been any adverse change in the business, financial condition, operations, results of operations or future prospects of Seller. Without limiting the generality of the foregoing, since that date:

(i) Seller has not sold, leased, transferred or assigned any of its assets, tangible or intangible (including Intellectual Property) except in the Ordinary Course of Business;

(ii) no party (including Seller) has accelerated, terminated, modified or cancelled any agreement, contract, lease or license that involves payments or compensation in excess of \$10,000 (or series of related agreements, contracts, leases and licenses that in the aggregate involve payments or compensation in excess of \$10,000) (nor provided notice to the other party thereto of its intention to take any such action);

(iii) Seller has not imposed any Security Interest upon any of its assets, tangible or intangible;

(iv) Seller has not cancelled, compromised, waived or released any right or claim (or series of related rights and claims) in excess of \$50,000;

(v) Seller has not granted or acquired any license or sublicense of any rights under or with respect to any Intellectual Property;

(vi) there has been no change made or authorized in the membership agreement of Seller;

(vii) Seller has not paid any amount in settlement of a claim or prospective Liability in excess of \$50,000 or initiated any dispute resolution proceedings, arbitration or litigation with respect to any disputed claim or prospective Liability in excess of \$50,000;

(viii) Seller has not experienced any damage, destruction, casualty or loss (whether or not covered by insurance) to its property of the Acquired Assets in excess of \$50,000;

(ix) Seller has not made any loan to or entered into any other transaction with, any of its directors, officers and employees outside the Ordinary Course of Business;

(x) Seller has not granted any increase in or otherwise modified the base compensation, bonus, commission, severance or other contract or commitment for the benefit of any of the Transferred Employees;

(xi) there has not been any other material occurrence, event, incident, action, failure to act or transaction outside the Ordinary Course of Business; and

(xii) Seller has not committed to do any of the foregoing.

For purposes of this Agreement, the term "material adverse change" shall not include any reduction in the revenues or business activity of the Seller that is the result of or related to general economic conditions in the markets in which the Seller operates.

(h) Undisclosed Liabilities. Seller has no Liabilities (and, to the Knowledge of Seller, there is no Basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand against Seller giving rise

to any Liabilities), except for (i) Liabilities set forth on the face of the Most Recent Balance Sheet (including any notes thereto included in Section 3(f) of the Disclosure Schedule) and (ii) Liabilities which have arisen after the Most Recent Fiscal Month End in the Ordinary Course of Business (none of which results from, arises out of, relates to, is in the nature of or was caused by any breach of contract, breach of warranty, tort, infringement or violation of law).

(i) Legal Compliance. Seller has complied in all material respects with all applicable laws (including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings and charges thereunder) of federal, state, local and foreign governments (and all agencies thereof) and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand or notice has been filed or commenced against any of them alleging any failure so to comply.

(j) Tax Matters.

(i) Seller has filed all Tax Returns that it was required to file. All such Tax Returns were correct and complete in all respects. All Taxes owed by Seller (whether or not shown on any Tax Return) have been paid. Seller currently is not the beneficiary of any extension of time within which to file any Tax Return. No claim has ever been made by an authority in a jurisdiction where Seller does not file Tax Returns that it is or may be subject to taxation by that jurisdiction.

(ii) Seller has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any Transferred Employee or any independent contractor, creditor, stockholder or other third party associated in any way with the Acquired Assets.

(iii) No officer of Seller (or employee responsible for Tax matters) expects any authority to assess any additional Taxes with respect to Seller for any period for which Tax Returns have been filed. To the Knowledge of the Seller, there is no dispute or claim concerning any Tax Liability of Seller claimed or raised by any authority in writing.

(iv) Seller has not made any payments, is not obligated to make any payments or is not a party to any agreement that under certain circumstances could obligate it to make any payments that will not be deductible under Code (S) 280G. Seller has disclosed on its federal income Tax Returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Code (S) 6662. Seller is not a party to any Tax allocation or sharing agreement, but is required to allocate income taxes in accordance with the Code. Seller has no Liability for the Taxes of any Person (other than Seller) under Reg. (S) 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise.

(v) The unpaid Taxes of Seller (A) did not, as of the Most Recent Fiscal Month End, exceed the reserve for Tax Liability (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Most Recent Balance Sheet (rather than in any notes thereto) and (B) do not exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of Seller in filing its Tax Returns.

(k) Real Property.

(i) Seller does not own and has never owned any real property.

(ii) Seller does not lease or sublease, and has never leased or subleased, any real property.

(iii) Section 3(k)(iii) of the Disclosure Schedule lists and describes briefly all real property used or occupied by Seller (the "Seller Real Property"). With respect to each parcel of Seller Real Property which is leased or subleased by Parent up to and including the date on which the Acquired Assets are moved out of the Seller Real Property by the Seller:

(A) the lease or sublease is in writing and is legal, valid, binding, enforceable and in full force and effect;

(B) the lease or sublease will continue to be legal, valid, binding, enforceable and in full force and effect on identical terms following the consummation of the transactions contemplated hereby;

(C) no party to the lease or sublease is in breach or default and no event has occurred which, with notice or lapse of time, would constitute a breach or default or permit termination, modification or acceleration thereunder;

(D) no party to the lease or sublease has repudiated any provision thereof;

(E) there are no disputes, oral agreements or forbearance programs in effect as to the lease or sublease;

(F) Parent has the right to sublease the Seller Real Property to Buyer without creating a breach of, default under, or right to accelerate, terminate, modify or cancel, or any notice or consent obligation under, the lease or sublease;

(G) with respect to each sublease, the representations and warranties set forth in subsections (A) through (E) above are true and correct with respect to the underlying lease;

(H) Neither Seller nor Parent has assigned, transferred, conveyed, mortgaged, deeded in trust or encumbered any interest in the Seller Real Property;

(I) all facilities leased or subleased thereunder have received all approvals of governmental authorities (including licenses and permits) required in connection with the operation thereof and have been operated and maintained in accordance with applicable laws, rules and regulations;

(J) all facilities leased or subleased thereunder are supplied with utilities, an uninterruptible power source and other services necessary for the operation of said facilities;

(K) to the Knowledge of Seller, there are no environmental problems or conditions on or relating to the Seller Real Property; and

(1) Intellectual Property.

(i) Except for the Operating System 400 Software licensed by Parent from IBM, Seller owns or has valid license to all Intellectual Property required in the Ordinary Course of Business of the Seller as such business currently operates ("Seller Intellectual Property"). Seller has taken commercially reasonable measures to protect the proprietary nature of each item of Seller Intellectual Property considered confidential, and to maintain in confidence all trade secrets and confidential information related to Seller Intellectual Property that it presently owns, possesses or uses.

(A) Section 3(1)(i)(A) of the Disclosure Schedule lists, as of the date hereof, all Seller Intellectual Property (including, without limitation, the tradename "DASH", all derivatives thereof, and the application for registration thereof with the U.S. Patent and Trademark Office) that is not Third Party Intellectual Property or Parent Intellectual Property (each as defined below).

(B) Section 3(1)(i)(B) of the Disclosure Schedule lists, as of the date hereof, all written licenses, sublicenses and other agreements to which Seller is a party and pursuant to which any Person is authorized or licensed to use any Seller Intellectual Property rights. Such list includes the name of the licensee and Seller Intellectual Property licensed or sublicensed. Such list also identifies all agreements or other arrangements under which Seller has provided or agreed to provide source code of any Seller Intellectual Property or any other Product.

(C) Section 3(1)(i)(C)(1) of the Disclosure Schedule lists, as of the date hereof, all Intellectual Property to be licensed from Parent to Buyer under that certain Software License Agreement dated the date

hereof between Buyer and Parent ("Parent Intellectual Property") and all licenses, sublicenses and other agreements (whether written or unwritten) to which Seller is a party and pursuant to which Seller acquired any rights from Parent or any other Affiliate of Seller to any Intellectual Property used by Seller in the Ordinary Course of Business of Seller. Except as set forth in Section 3(1)(i)(C)(2) of the Disclosure Schedule, Parent Intellectual Property includes all Intellectual Property currently licensed to Seller from Parent or any other Affiliate of Seller.

(D) Section 3(1)(i)(D) of the Disclosure Schedule lists, as of the date hereof, all licenses, sublicenses and other agreements (whether written or unwritten) to which Parent or Seller is a party and pursuant to which Seller uses or acquired any rights to any third party Intellectual Property other than Parent Intellectual Property that are required in the Ordinary Course of Business of the Seller as such business currently operates ("Third Party Intellectual Property"). Such schedule separately identifies any Third Party Intellectual Property which is incorporated in or an essential component of ("Embedded Third Party Intellectual Property") any existing software, data base, hardware, product or service of Seller and any software, database, hardware, product or service currently under development by Seller that, in each case, is required in the Ordinary Course of Business of the Seller as such business currently operates (collectively with the Parent Intellectual Property, the "Products"). Such list includes the names of the licensee and licensors and identifies the subject Third Party Intellectual Property.

(ii) With respect to each item of Seller Intellectual Property that is not Parent Intellectual Property or Third Party Intellectual Property, (i) such item is not subject to any outstanding judgment, order, decree, stipulation or injunction; and (ii) Seller has the sole and exclusive right to bring actions for infringement or unauthorized use of such item and to the knowledge of Seller, there is no Basis for any such action. Seller is not a party to any oral license, sublicense or agreement which, if reduced to written form, would be required to be listed in Section 3(1)(i)(B) of the Disclosure Schedule.

(iii) With respect to each item of Parent Intellectual Property, (i) such item is not subject to any outstanding judgment, order, decree, stipulation or injunction, (ii) Parent owns or has all applicable rights to license the Parent Intellectual Property, including all applicable Intellectual Property rights inherent therein, and neither the license nor use by Buyer as permitted under the Software License Agreement between Parent and Buyer dated the date hereof will constitute an infringement or other violation of any United States trademark, copyright, patent, trade secret or other intellectual property right of any third party or any foreign trademark, copyright, patent, trade secret or other intellectual property right of any third party in a country where Parent has licensed the Parent Intellectual Property, and (iii) Parent has the sole and exclusive right to bring actions for infringement or unauthorized use of such item and to the knowledge

of Seller, there is no Basis for any such action. Parent and Seller are not parties to any oral license, sub-license or agreement which, if reduced to written form, would be required to be listed in Section 3(1)(i)(C) of the Disclosure Schedule.

(iv) With respect to each item of Third Party Intellectual Property being transferred to Buyer under this Agreement: (i) to the Knowledge of Seller, such item is not subject to any outstanding judgment, order, decree, stipulation or injunction; (ii) such item is not subject to any outstanding judgment, order, decree, stipulation or injunction involving Seller; (iii) to the Knowledge of Seller, there is no Basis for any action for infringement or unauthorized use of such item; (iv) there is no Basis for any action against or involving Seller for infringement or unauthorized use of such item; (v) the license, sublicense or other agreement covering such Third Party Intellectual Property irrevocably grants to Seller a perpetual license to use the Third Party Intellectual Property and is legal, valid, binding, enforceable and in full force and effect with respect to Seller, and, with respect to each other party thereto; (vi) Seller is not in breach or default thereunder, and, to the Knowledge of Seller, no other party to such license, sublicense or other agreement is in breach or default thereunder, and no event has occurred which with notice or lapse of time would constitute a material breach or default by Seller or permit termination, modification or acceleration thereunder by the other party thereto; and (vii) Seller has the authority to transfer its interests in the Third Party Intellectual Property without the necessity of obtaining consents or paying fees and without adverse effect on the use by Buyer of such Third Party Intellectual Property in the Ordinary Course of Business. Seller is not a party to any oral license, sublicense or agreement which, if reduced to written form, would be required to be listed in Section 3(1)(i)(D) of the Disclosure Schedule.

(v) Neither Seller nor Parent (i) is involved in any suit, action or proceeding which involves a claim of infringement or misappropriation of any Intellectual Property right of any third party, or (ii) has received any written notice alleging any such claim or possible claim or offering to license any third party Intellectual Property in order to avoid or lessen the chance of being subject to any such claim. The development, manufacturing, marketing, licensing, use or sale of the Products or the performance of the services offered in the Ordinary Course of Business by Seller do not currently infringe, and have not infringed, upon any Intellectual Property right of any third party. Section 3(1)(v) of the Disclosure Schedule lists all marketing agreements or similar arrangements, including OEM, distributor, sales agent, finder's fee or similar arrangements for the direct or indirect marketing of any Seller Intellectual Property.

(vi) The execution and delivery of this Agreement by Seller, and the consummation of the transactions contemplated hereby, will neither cause Seller to be in violation or default under any agreement relating to Intellectual Property, nor terminate nor modify nor entitle any other party to any such license, sublicense or agreement to terminate or modify such license, sublicense or agreement (including any modification to pricing terms) nor result in the loss or impairment of any Seller Intellectual Property.

(vii) Seller has taken commercially reasonable security measures to safeguard and maintain the secrecy, confidentiality and value of, and its property rights in, all Seller Intellectual Property. Parent has taken commercially reasonable security measures to safeguard and maintain the secrecy, confidentiality and value of, and its property rights in, all Parent Intellectual Property.

(A) Set forth in Section 3(1)(vii)(A) of the Disclosure Schedule is a list of all (1) agents, consultants, contractors, and subcontractors involved in the development, support, customization, installation, maintenance or modification of any Seller Intellectual Property, other than Parent Intellectual Property, on the date of this Agreement (individually a "Seller Contractor" and collectively, the "Seller Contractors") along with a list of his, her or its respective written or oral agreement (individually a "Seller Contractor Agreement" and collectively the "Seller Contractor Agreements"); and (2) agents, consultants, contractors, and subcontractors involved in the development, support, customization, installation, maintenance or modification of any Parent Intellectual Property on the date of this Agreement (individually a "Parent Contractor" and collectively, the "Parent Contractors") along with a list of his, her or its respective written or oral agreement (individually a "Parent Contractor Agreement" and collectively the "Parent Contractor Agreements"). Also set forth on Section 3(1)(vii)(A) of the Disclosure Schedule is a true and complete list of all written or oral Seller Contractor Agreements and Parent Contractor Agreements which have one or more continuing obligations as of the date hereof and as of the Closing Date by Seller or Parent. No current or prior officers, employees, agents, Seller Contractors or consultants of Seller has or claims any ownership interest or similar right in any Seller Intellectual Property as a result of having been involved in the development of such property while employed by or consulting to Seller, or otherwise. No current or prior officers, employees, agents, Parent Contractors or consultants of Parent has or claims any ownership interest or similar right in any Parent Intellectual Property as a result of having been involved in the development of such property while employed by or consulting to Parent, or otherwise.

(B) All software that is included in Seller Intellectual Property is protectable under applicable copyright law and has not been forfeited to the public domain and has been registered with the U.S. Copyright Office or is eligible for registration. Seller has retained copies of all releases or separate versions of the software included in Seller Intellectual Property (that is not Parent Intellectual Property or Third Party Intellectual Property) and source code thereto, so that the same may be subject to registration in the United States Copyright Office.

(viii) Seller has not been given oral or written notice by any customer of any (i) material defects, malfunctions or nonconformities in the Products

(including, without limitation, any customization and installation thereof); (ii) material errors in any documentation, specifications, manuals, user guides, or promotional material related to, associated with or used or produced in the development, maintenance or marketing of the Products (collectively, the "Design Documentation"). The Design Documentation is sufficient and adequate to enable a Person of reasonable skill and experience in the relevant art to operate the Products. All Products are as described in the Design Documentation and perform in all material respects in accordance with the specifications included therein and in an integrated manner. Section 3(1)(viii) of the Disclosure Schedule includes a description of the functionality of the Products. Section 3(1)(viii) of the Disclosure Schedule also identifies, with respect to each function thereof, all Embedded Third Party Intellectual Property necessary to perform such function. Except as disclosed in Section 3(1)(viii) of the Disclosure Schedule, no software contained within the Products contains any timer, virus, copy protection device, disabling code, clock, counter or other limiting design or routine which causes such software (or any portion thereof) to become erased, inoperable, impaired, or otherwise incapable of being used in the full manner for which it was designed and contemplated under this Agreement. There are no contracts in effect for the conversion, modification or enhancement of any Product.

(ix) Seller Intellectual Property (that is not Parent Intellectual Property or Third Party Intellectual Property) was developed exclusively by employees of Seller within the scope of such employees' employment.

(x) Section 3(1)(x) of the Disclosure Schedule lists all claims based on breach of contract or warranty (including any pending claims) related to the Products and Seller Intellectual Property (that is not Third Party Intellectual Property) and the nature of such claims. Except as set forth in Section 3(1)(x) of the Disclosure Schedule, neither Seller nor Parent has made any material oral or written representations or warranties with respect to the Products.

(m) Condition and Sufficiency of Assets. The Acquired Assets, the Parent Intellectual Property, the services to be provided by Parent and Seller to Buyer under that certain Transitional Services Agreement dated the date hereof, and the services to be provided by Parent to Buyer pursuant to the terms of that certain Software License Agreement dated the date hereof between Buyer and Parent are sufficient for the continued conduct of Seller's businesses after the Closing in the same manner as conducted prior to the Closing. Without limiting the generality of the foregoing, the Acquired Assets include all production units necessary to conduct the business of Seller as presently conducted. The Acquired Assets, the Parent Intellectual Property are free from defects (patent and latent) which would adversely effect their use in a production environment, have been maintained in accordance with normal industry practice, are in good operating condition and repair (subject to normal wear and tear) and are suitable for the purposes for which they presently are used.

(n) Contracts. Section 3(n) of the Disclosure Schedule lists each contract being assigned to Buyer under this Agreement, including, without limitation, each agreement (or group of related agreements) of Seller for the purchase or sale of personal property, or for the furnishing or receipt of services, the performance of which will extend over a period of more than one year.

(i) With respect to each agreement referred to in Section 3(n) of the Disclosure Schedule: (i) the agreement is legal, valid, binding, enforceable and in full force and effect; (ii) the agreement will continue to be legal, valid, binding, enforceable and in full force and effect on identical terms following the consummation of the transactions contemplated hereby; (iii) Seller is not, and to the Knowledge of Seller, no other party thereto, is in breach or default or asserted any notice of default, and to the Knowledge of Seller, no event has occurred which with notice or lapse of time would constitute a breach or default or permit termination, modification, acceleration or a change in pricing, under the agreement; (iv) no party has repudiated any provision of the agreement; and (v) Seller has delivered to Buyer true and complete copies of the agreement. The relationships of Seller with the other Persons who are parties to agreements described in Section 3(n) of the Disclosure Schedule are satisfactory commercial working relationships and (i) no Person within the last twelve months has threatened to cancel or otherwise terminate, or to the Knowledge of Seller intends to cancel or otherwise terminate the relationship of such Person with Seller, (ii) no Person has during the last twelve months decreased materially or threatened to decrease or limit materially, or the Knowledge of Seller intends to modify materially its relationship with Seller or its usage or purchase of the services or Products from Seller.

(ii) No agreement listed in Section 3(n) of the Disclosure Schedule, including without limitation any software license agreement, obligates Seller to deliver future Products and services, including without limitation any software or new releases, upgrades, enhancements or modifications of any software, without receiving any additional compensation negotiated on arms length terms. No agreement listed in Section 3(n) of the Disclosure Schedule, including without limitation any software license agreements, obligates Seller to deliver a product or service, including without limitation any software, or new releases, upgrades, enhancements or modifications of any software, that (i) is not in existence, (ii) is not otherwise owned or licensed by Seller, (iii) is not a commercially marketable product or service of Seller as of the date hereof with respect to each customer of Seller, and (iv) would not satisfy all performance representations, warranties, or covenants in such applicable agreement as of the date hereof. Section 3(n) of the Disclosure Schedule does not list any agreement in which Seller is behind schedule in meeting any future service or product deliverable commitments or is reasonably likely to not meet on a timely basis any future service or product deliverable commitments. No agreement listed in Section 3(n) of the Disclosure Schedule has resulted or is reasonably likely to result in a net loss (as calculated on a fully-loaded basis, including appropriate allocations of overhead, interest, Tax, and employee benefit costs). On the date hereof, Seller has the technical and

personnel capability, expertise, and capacity to adequately perform all of its respective obligations under the agreements listed in Section 3(n) of the Disclosure Schedule, in a timely, professional and workmanlike manner, and in a manner that satisfies all of the performance representations, warranties, standards and covenants of the agreements.

(o) Notes and Accounts Receivable. All notes and accounts receivable of Seller included in Acquired Assets are reflected properly on its books and records, are valid receivables subject to no setoffs or counterclaims, are current and collectible and will be collected in accordance with their terms at their recorded amounts, subject only to the reserve for bad debts set forth on the face of the Most Recent Balance Sheet as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of Seller.

(p) Powers of Attorney. There are no outstanding powers of attorney executed on behalf of Seller.

(q) Insurance. Seller has been covered during the past two years by insurance in scope and amount customary and reasonable for the businesses in which it has engaged during the aforementioned period. Section 3(q) of the Disclosure Schedule describes any self-insurance arrangements affecting Seller.

(r) Litigation. Section 3(r) of the Disclosure Schedule sets forth each instance in which Seller (i) is subject to any outstanding injunction, judgment, order, decree, ruling or charge that could affect the Acquired Assets (ii) is a party or, to the Knowledge of Seller, is threatened to be made a party to any action, suit, proceeding, hearing or investigation of, in or before any court or quasi-judicial or administrative agency of any federal, state, local or foreign jurisdiction or before any arbitrator.

(s) Product Warranty. Each product, including software, manufactured, sold, leased or delivered by Seller under the agreements assigned as part of the Acquired Assets has been in conformity with all applicable contractual commitments and all express and implied warranties, and Seller has no Liability (and, to the Knowledge of the Seller, there is no Basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand against it giving rise to any Liability) for replacement or repair thereof or other damages in connection therewith, subject only to the reserve for product warranty claims set forth on the face of the Most Recent Balance Sheet as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of Seller. No product manufactured, sold, leased or delivered by Seller is subject to any guaranty, warranty or other indemnity beyond the applicable standard terms and conditions of sale or lease or the terms of any agreement under which they were sold. Section 3(s) of the Disclosure Schedule includes copies of the standard terms and conditions of sale or lease for each of Seller (containing applicable guaranty, warranty and indemnity provisions).

(t) Guaranties. Seller is not a guarantor or otherwise is liable for any Liability or obligation (including indebtedness) of any other Person.

(u) Environmental, Health and Safety Matters. Seller and its respective predecessors have complied and is in compliance with all Environmental, Health and Safety Requirements. Without limiting the generality of the foregoing, Seller and its respective Affiliates has obtained and complied with, and is in compliance with, all permits, licenses and other authorizations that are required pursuant to Environmental, Health and Safety Requirements for the occupation of its facilities and the operation of its business.

Neither Seller nor its predecessors has received any written or oral notice, report or other information regarding any actual or alleged violation of Environmental, Health and Safety Requirements or any liabilities or potential liabilities (whether accrued, absolute, contingent, unliquidated or otherwise), including any investigatory, remedial or corrective obligations, relating to any of them or its facilities arising under Environmental, Health and Safety Requirements.

(v) Certain Business Relationships With Parent. Except as disclosed on Section 3(v) of the Disclosure Schedule, none of Seller and its Affiliates has been involved in any business arrangement or relationship with Parent and its Affiliates within the past 12 months with respect to the business of Seller, and none of Parent and its Affiliates owns any asset, tangible or intangible, which is used in or necessary to conduct the business of Seller as it is presently conducted. Neither Seller, nor any officer, agent employee of Seller has (i) used Seller funds for unlawful contributions, gifts, entertainment or other unlawful expenses, (ii) made any unlawful payment to any governmental official, (iii) established or maintained any unrecorded fund or made any false entry on the books and records of Seller, or (iv) made any bribe, rebate, kickback or similar unlawful payment or given a gift that is not deductible for federal income tax purposes.

(w) Employees.

(i) The employment of each of the Transferred Employees is terminable at the will of Seller. All employees of Seller are citizens of the United States.

(ii) Seller has complied in all material respects with all applicable state and federal equal employment opportunity laws and with other laws related to employment of the Transferred Employees. There is no, and has not been any, claim against Seller or, to the Knowledge of Seller, threatened against Seller, based on actual or alleged race, age, sex, disability or other harassment or discrimination, or similar tortious conduct, nor to the Knowledge of Seller, is there any basis for any such claim. There are no pending claims against Seller under any workers' compensation plan or policy or for long term disability. There are no pending or threatened wage claims against Seller and there are no other proceedings pending or, to the Knowledge of Seller, threatened against Seller by any employee or former employee.

(x) Settlement Accounts. Seller's settlement accounts used in the Networks are listed in Section 3(x) of the Disclosure Schedule (the "Settlement Accounts"). The Settlement Accounts have not been used for any purpose other than the settlement of monies due the Networks. The transactions occurring on or prior to the date of this Agreement which are processed through the Settlement Accounts are subject to being settled by Buyer after the Closing through the Networks in the Ordinary Course of Business without any liability to Buyer. The Settlement Accounts are not subject to any retroactive adjustments by the Networks for which Buyer could become liable. Seller has done or caused to be done all things and taken all actions necessary to transfer such accounts to Buyer and to effect the transfer of its settlement rights and obligations with respect to the Networks.

(y) Networks. Seller is a member in good standing of the Visa U.S.A., Inc. and Pulse EFT Association networks (each a "Network") and has complied and is currently in compliance with the articles of incorporation, bylaws, service guide, operating rules and procedures and mandates (the "Operating Rules"), as applicable, of each Network. Seller has not been subject to any audit by a Network which has resulted in any fine, penalty, adjustment, deficiency or other obligation being imposed by the Network. The Acquired Assets are, and following the Closing of the transactions contemplated by this Agreement will be, in compliance with all applicable Operating Rules of each Network. Seller is not, and to the Knowledge of Seller no other party thereto, is in breach or default under any agreement between Seller and either Network, and Seller has not asserted any notice of default or termination (except as contemplated by this Agreement), and to the Knowledge of Seller no event has occurred which with notice or lapse of time would constitute a breach or default or permit termination (except as contemplated by this Agreement) of, any agreement between Seller and either Network. Seller has done or caused to be done all things and taken all actions necessary to cause Buyer to become a member in good standing of each Network and to obtain all interest and rights related thereto such that Buyer will be able to operate the Acquired Assets and the business of Seller as currently conducted.

Section 4. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that the statements contained in this Section 4 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Section 4), except as set forth in the Disclosure Schedule. The Disclosure Schedule will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this Section 4.

(a) Organization of Buyer. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation.

(b) Authorization of Transaction. Buyer has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and conditions.

(c) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to in Section 2 above), will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency or court to which Buyer is subject or any provision of its charter or bylaws or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which Buyer is a party or by which it is bound or to which any of its assets is subject. Buyer does not need to give any notice to, make any filing with or obtain any authorization, consent or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement (including the assignments and assumptions referred to in Section 2 above).

(d) Brokers' Fees. Buyer has no Liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Seller could become liable or obligated.

Section 5. Post-closing Covenants. The Parties agree as follows with respect to the period following the Closing.

(a) General. In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as the other Party reasonably may request, all the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefor under Section 6 below). Seller acknowledges and agrees that from and after the Closing, Buyer will be entitled to possession of all documents, books, records (including Tax records), agreements and financial data of any sort relating to Seller. Buyer shall provide Seller with such access, during normal working hours, to such documents, books, records (including Tax Records) agreement and financial data as is reasonably required by Seller in order to prepare any Tax Returns or otherwise comply with any legal requirement applicable to the Seller after the Closing.

(b) Litigation Support. In the event and for so long as any Party actively is contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand against a person that is not a Party in connection with (i) any transaction contemplated under this Agreement or (ii) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act or transaction on or prior to the Closing Date involving Seller, the other Parties will cooperate with the contesting or defending Party and its counsel in the contest or defense, make available its personnel and provide such testimony and access to its books and records as shall be necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending Party (unless the contesting or defending Party is entitled to indemnification therefor under Section 6 below).

(c) Transition; Sales Referrals. Neither Parent nor Seller will take any action that is designed or intended to have the effect of discouraging any lessor, licensor, customer, supplier or other business associate of Seller from maintaining the same business relationships with Buyer after the Closing as it maintained with Seller prior to the Closing. Subject to any applicable confidentiality and privacy obligations of Seller, and in accordance with Seller's business objectives, as from time to time constituted, for a period of 3 years after the Closing, Seller will use its reasonable efforts to provide to Buyer's employees designated in writing from time to time by Buyer with the name, location and primary contact name for any customer of Seller who makes an inquiry to Seller about the products and/or services of Buyer relating to the Acquired Assets. The provisions of this Section 5(c) shall neither require nor permit Seller to promote or market Buyer's services or products.

(d) Confidentiality. Each of Parent and Seller will treat and hold as such all of the Confidential Information, refrain from using any of the Confidential Information except in connection with this Agreement and deliver promptly to Buyer or destroy, at the request and option of Buyer, all tangible embodiments (and all copies) of the Confidential Information which are in its possession. In the event that either Parent or Seller is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Parent or Seller, as the case may be, will notify Buyer promptly of the request or requirement so that Buyer may seek an appropriate protective order or waive compliance with the provisions of this Section 5(d). If, in the absence of a protective order or the receipt of a waiver hereunder, Parent or Seller is compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, Parent or Seller may disclose the Confidential Information to the tribunal; provided, however, that Parent or Seller shall use its reasonable efforts to obtain, at the request of Buyer, an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as Buyer shall designate.

(e) Solicitation of Transferred Employees. For a period of five years commencing on the date hereof, without the prior written consent of Buyer, none of Parent or its Affiliates will (or will assist or encourage others to), directly or indirectly, solicit to hire (or cause or seek to cause to leave the employ of Buyer) any of the Transferred Employees or any Persons who may be hired by Buyer after the date hereof to work with or operate the Acquired Assets.

(f) Recruiting of Employees. For a period of 18 months from the Closing Date, Buyer shall notify Seller, promptly following its occurrence, of any lay off involving more than 10 employees who, as part of their principal job responsibility with Buyer's Integrated Financial Solutions Division, further developed the Parent Intellectual Property, and Seller shall notify Buyer, promptly following its occurrence, of any lay off of more than 10 employees from Seller's software division.

(g) Covenant Not To Compete. For a period of two years after the Closing, neither Parent nor Seller will directly or indirectly through any Affiliate perform for any

DASH client (or contact, call on, solicit, or take away, or attempt to contact, call on, solicit or take away, any DASH client of Buyer for the purpose of performing) any ATM processing and/or related settlement services. For purposes of applying this paragraph, a "DASH client" is defined as an entity for whom Buyer provides ATM processing and/or related settlement services.

(h) Relocation of Facilities. Parent and Seller will use their reasonable best efforts to assist Buyer in relocating from the premises to be subleased from Parent pursuant to the sublease executed by Buyer and Parent contemporaneously with this Agreement.

Section 6. Remedies for Breaches of This Agreement.

(a) Survival of Representations and Warranties. All of the representations and warranties of Seller contained in Sections 3(f) through (i), Section 3(k) and Section (m) through (y) of this Agreement shall survive the Closing and continue in full force and effect for a period of one year following the release of Buyer's audited financial statements including Seller's results of operations. All of the other representations and warranties of Buyer and Seller contained in this Agreement (including the representations and warranties of Seller contained in Sections (a) through (e), 3(j) and 3(l) hereof) shall survive the Closing and continue in full force and effect forever thereafter (subject to any applicable statutes of limitations).

(b) Indemnification Provisions for Benefit of Buyer.

(i) In the event Seller breaches any of its representations, warranties and covenants contained in this Agreement and, if there is an applicable survival period pursuant to Section 6(a) above, provided that Buyer makes a written claim for indemnification against Seller within such survival period, then Seller and Parent jointly and severally agree to indemnify Buyer from and against the entirety of any Adverse Consequences Buyer may suffer through and after the date of the claim for indemnification (including any Adverse Consequences Buyer may suffer after the end of any applicable survival period) resulting from, arising out of, relating to, or caused by the breach (or the alleged breach), provided, however, that Seller and Parent shall not have any obligation to indemnify Buyer from and against any Adverse Consequences resulting from, arising out of, relating to, or caused by the breach (or alleged breach) of any representation or warranty of Seller contained in Sections 3(f) through (i) and (k) through (y) above (i) until Buyer has suffered Adverse Consequences by reason of all such breaches (or alleged breaches) in excess of an \$75,000 aggregate threshold (at which point Seller and Parent will be obligated to indemnify Buyer from and against all such Adverse Consequences relating back to the first dollar) and (ii) in excess of a dollar amount equal to the Purchase Price (the "Indemnity Limit") and Buyer shall have actually recovered from Seller and Parent an amount equal to the Indemnity Limit.

(ii) Seller and Parent jointly and severally agree to indemnify Buyer from and against the entirety of any Adverse Consequences Buyer may suffer resulting from, arising out of, relating to, in the nature of or caused by:

(A) any Liability of Seller which is not an Assumed Liability (including any Liability of Seller that becomes a Liability of Buyer under any bulk transfer law of any jurisdiction, under any common law doctrine of de facto merger or successor liability, under Environmental, Health and Safety Requirements or otherwise by operation of law); or

(B) any Liability of Seller for unpaid Taxes with respect to any Tax year or portion thereof ending on or before the Closing Date (or for any Tax year beginning before and ending after the Closing Date to the extent allocable to the portion of such period beginning before and ending on the Closing Date).

(C) any Liability of Seller relating to Seller's employment or termination of employment of any of the Transferred Employees.

(D) any transactions occurring on or prior to the date of this Agreement which are processed through the Settlement Accounts and any breach or default by Seller under any agreement between Seller and either Network.

(E) the failure of Parent to transfer on the date of this Agreement good and marketable title to the assets listed in Exhibit D hereto free and clear of all Security Interests (even if title to such assets is later transferred to Buyer on January 6, 2002 pursuant to the terms of Section 2(a)(ii) above or otherwise), including without limitation any claim or allegation by IBM Credit Corporation or its Affiliates or any other third party that it has or claims any rights in or to the assets listed in Exhibit D hereto.

(F) any direct or indirect claim or allegation by IBM Credit Corporation or its Affiliates or any other third party resulting from or arising out of Buyer's access to and/or use of the assets listed in Exhibit D hereto prior to the time when title to such assets vests in Buyer free and clear of all Security Interests.

(c) Indemnification Provisions for Benefit of Seller.

(i) In the event Buyer breaches any of its representations, warranties and covenants contained in this Agreement and, if there is an applicable survival period pursuant to Section 6(a) above, provided that Seller makes a written claim for indemnification against Buyer within such survival period, then Buyer agrees to indemnify Seller from and against the entirety of any Adverse Consequences Seller may suffer through and after the date of the claim for indemnification (including any Adverse Consequences Seller may suffer after the end of any

applicable survival period) resulting from, arising out of, relating to, in the nature of or caused by the breach (or the alleged breach).

(ii) Buyer agrees to indemnify Seller from and against the entirety of any Adverse Consequences Seller may suffer resulting from, arising out of, relating to, in the nature of or caused by any Assumed Liability.

(d) Matters Involving Third Parties.

(i) If any third party shall notify any Party (the "Indemnified Party") with respect to any matter (a "Third Party Claim") which may give rise to a claim for indemnification against the other Party (the "Indemnifying Party") under this Section 6, then the Indemnified Party shall promptly notify the Indemnifying Party thereof in writing; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party thereby is prejudiced.

(ii) The Indemnifying Party will have the right to defend the Indemnified Party against the Third Party Claim with counsel of its choice satisfactory to the Indemnified Party so long as (A) the Indemnifying Party provides the Indemnified Party with evidence acceptable to the Indemnified Party that the Indemnifying Party will have the financial resources to defend against the Third Party Claim and fulfill its indemnification obligations hereunder, (B) the Third Party Claim involves only money damages and does not seek an injunction or other equitable relief, (C) settlement of, or an adverse judgment with respect to, the Third Party Claim is not, in the good faith judgment of the Indemnified Party, likely to establish a precedential custom or practice adverse to the continuing business interests of the Indemnified Party and (D) the Indemnifying Party conducts the defense of the Third Party Claim actively and diligently.

(iii) So long as the Indemnifying Party is conducting the defense of the Third Party Claim in accordance with Section 6(d)(ii) above, (A) the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim, (B) the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnifying Party and (C) the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnified Party.

(iv) In the event any of the conditions in Section 6(d)(ii) above is or becomes unsatisfied, however, (A) the Indemnified Party may defend against and consent to the entry of any judgment or enter into any settlement with respect to, the Third Party Claim (provided that the Indemnified Party consults with and obtains the consent from, the Indemnifying Party in connection therewith), (B) the Indemnifying Party will reimburse the Indemnified Party promptly and

periodically for the costs of defending against the Third Party Claim (including reasonable attorneys' fees and expenses) and (C) the Indemnifying Party will remain responsible for any Adverse Consequences the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of or caused by the Third Party Claim to the fullest extent provided in this Section 6.

(e) Determination of Adverse Consequences. The Parties shall take into account the time cost of money in determining Adverse Consequences for purposes of this Section 6. All indemnification payments under this Section 6 shall be deemed adjustments to the Purchase Price.

(f) Other Indemnification Provisions. The foregoing indemnification provisions and the provisions of the Escrow Agreement are in addition to and not in derogation of, any statutory, equitable or common law remedy any Party may have for breach of representation, warranty or covenant (including, without limitation, any such remedy arising under Environmental, Health and Safety Requirements) any Party may have with respect to Seller, the Acquired Assets or the transactions contemplated by this Agreement.

Section 7. Miscellaneous.

(a) Public Announcements and Disclosures. No Party shall issue any press release or make any public announcement or other disclosure naming any other Party or relating to any other Party or the subject matter of this Agreement without the prior written approval of the other Party; provided, however, that any Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its publicly traded securities (in which case the disclosing Party will use its reasonable best efforts to advise the other Party prior to making the disclosure).

(b) No Third-party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

(c) Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements or representations by or between the Parties, written or oral, to the extent they have related in any way to the subject matter hereof.

(d) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party; provided however, that Buyer may (i) assign any or all of its rights and interests hereunder to one or more of its Affiliates and (ii) designate one or more of its Affiliates to perform its obligations hereunder (in any or all of which cases Buyer nonetheless shall remain responsible for the performance of all of its obligations hereunder).

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(f) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(g) Notices. All notices, requests, demands, claims and other communications hereunder will be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given if (and then two business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth below:

If to Parent or Seller: Euronet USA Inc.
17300 Chenal Parkway
Little Rock, Arkansas 72223
Attn: President

If to Buyer: ALLTEL Information Services, Inc.
601 South Lake Destiny Road
Suite 300
Maitland, FL 32751
Attn: President

Copy to: ALLTEL Information Services, Inc.
4001 Rodney Parham Road
Little Rock, AR 72212-2496
Attention: General Counsel

Any Party may send any notice, request, demand, claim or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail or electronic mail), but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

(i) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and Seller. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(j) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(k) Expenses. Each of Buyer and Parent will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby. Seller agrees that Seller has not borne and will not bear any of the costs and expenses of Seller (including any of their legal fees and expenses) in connection with this Agreement or any of the transactions contemplated hereby. Seller also agrees that Seller has not paid any amount to any third party and will not pay any amount to any third party, with respect to any of the costs and expenses of Seller and Parent (including any of their legal fees and expenses) in connection with this Agreement or any of the transactions contemplated hereby.

(l) Construction. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including, without limitation. The Parties intend that each representation, warranty and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty or covenant.

(m) Incorporation of Exhibits and Schedules. The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

(n) Specific Performance. Each of the Parties acknowledges and agrees that the other Party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that the other Party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter, in addition to any other remedy to which it may be entitled, at law or in equity.

(o) Employment of Seller Employees.

(i) Buyer shall, as of the Closing Date, offer employment to those employees of Seller as Buyer shall determine in its sole discretion. Any such person who accepts Buyer's offer of employment shall be referred to individually as a "Transferred Employee" and collectively as the "Transferred Employees." All Transferred Employees shall be "at will" employees following the Closing. At any time on or after the Closing Date, Buyer, in its sole discretion, shall have the right to terminate a Transferred Employee for any or no reason or reassign a Transferred Employee to a position within Buyer or within an Affiliate of Buyer.

(ii) Each Transferred Employee's eligibility to participate in Buyer's vacation, group insurance and other welfare benefit plans, the ALLTEL Corporation Profit Sharing Plan and the ALLTEL Corporation Thrift Plan shall be determined only in accordance with the provisions of each such plan; provided that no Transferred Employee shall be eligible to participate in any such plan prior to January 31, 2002. Buyer shall recognize each Transferred Employee's service with Seller for purposes of determining eligibility to participate in each Buyer vacation, group insurance, and welfare benefit plan, who as of the date immediately preceding the Closing Date were covered by Seller's group insurance and welfare benefit plans and who within 31 days after the Closing Date enroll in Buyer's group insurance and welfare benefit plans effective as of January 31, 2002. Furthermore, Buyer shall recognize each Transferred Employee's service with Seller for purposes of determining eligibility service and vesting service with respect to the ALLTEL Corporation Profit Sharing Plan and the ALLTEL Corporation Thrift Plan.

(iii) Any restrictions in the Buyer group insurance and welfare benefit plans with respect to pre-existing conditions shall be waived for Transferred Employees, to the extent that such restrictions have been or would have been satisfied under Seller's plans, who as of the date immediately preceding the Closing Date were covered by Seller's group insurance and welfare benefit plans and who, within 31 days after the Closing Date, enroll in Buyer's group insurance and welfare benefit plans effective as of January 31, 2002. In no event shall Buyer be liable to Seller or to Transferred Employees for benefits incurred or accrued prior to January 31, 2002.

(iv) Seller shall comply with the requirements of COBRA, if applicable.

(v) For purposes of this Agreement, all of Seller's compensation and benefits for each Transferred Employee, including wages, incentives, commissions, bonuses, vacation pay, paid days off, pension and retirement through the Closing Date and all prior calendar years ("Accrued Employee Expense") shall be deemed to have accrued as of the Closing Date for each Transferred Employee. On or prior to the Closing Date, Seller shall pay each Transferred Employee his or her Accrued Employee Expense.

(vi) No provision of this Section 7(o) shall create a third-party beneficiary relationship or otherwise confer any benefit, entitlement, or right upon any person or entity (including, without limitation, any Transferred Employee) other than the parties to this Agreement.

(p) Bulk Transfer Laws. Buyer acknowledges that Seller will not comply with the provisions of any bulk transfer laws of any jurisdiction in connection with the transactions contemplated by this Agreement.

(q) Sales Taxes. Buyer, Seller and Parent acknowledge and agree that no sales, use, gross receipts, or other transaction taxes (other than income taxes) shall arise from the consummation of the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on as of the date first above written.

ALLTEL INFORMATION SERVICES, INC.:

By _____
Title _____
Name _____

EFT NETWORK SERVICES, LLC:

By _____
Title _____
Name _____

EURONET USA INC.:

By _____
Title _____
Name _____

EXHIBITS and SCHEDULES [NOT INCLUDED IN THIS 8K FILING]

EXHIBITS

- EXHIBIT A Calculation of the Estimated Net Working Capital
- EXHIBIT B Allocation of Preliminary Purchase Price
- EXHIBIT C Historical Financial Statements
- EXHIBIT D IBM Acquired Assets

Schedules

- - - - -

- DISCLOSURE SCHEDULE Exceptions to Representations and Warranties

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "Agreement") is made and entered into as of January 4, 2002, by and among ALLTEL Information Services, Inc., an Arkansas corporation ("Buyer"), Euronet USA Inc., an Arkansas corporation ("Parent"), EFT Network Services, LLC, an Arkansas limited liability company ("Seller"), and J.P. Morgan Trust Company, National Association, organized under the laws of the United States of America ("Escrow Agent").

WITNESSETH:

THEREFORE, in consideration of the mutual promises and covenants contained in the Purchase Agreement (as defined herein) and herein, the parties agree as follows:

The following terms shall have the definitions set forth below:

"Escrow Fund" or "Escrow Funds" shall mean an amount equal to Six Hundred Fifty Thousand Dollars (\$650,000) that is deposited with Escrow Agent, as increased by any earnings received thereon and as reduced by any disbursements, amounts withdrawn in accordance with this Agreement, or losses on investments.

"Escrow Obligations" shall mean (i) the obligation of Seller to pay to Buyer the amount by which the Final Net Working Capital is less than the Estimated Net Working Capital, if any, under Section 2(e)(v) of the Purchase Agreement, and (ii) the indemnity obligations of Parent and Seller set forth in the Purchase Agreement for all amounts payable or owing to Buyer with respect thereto and Parent's and Seller's indemnity obligations set forth in this Agreement.

"Purchase Agreement" shall mean the Asset Purchase Agreement dated as of the date hereof among Buyer, Parent and Seller.

Terms not specifically defined herein shall have the meaning given to them in the Purchase Agreement.

ARTICLE I

Escrow Acknowledgements

1.1 Escrow Fund. On the date of this Agreement, Buyer shall deliver to

Escrow Agent to hold in escrow, as security and collateral for the Escrow Obligations, cash in the amount of Six Hundred Fifty Thousand Dollars (\$650,000). The Escrow Fund shall be held as an escrow fund and shall not be subject to any lien, attachment, or any other judicial process of any creditor of any party hereto. The Escrow Fund shall be invested in accordance with Section 1.3. The Escrow Agent agrees to hold the Escrow Fund in an escrow account subject to the terms and conditions of this Agreement.

1.2 Tax Identification Number. Each party hereto, except Escrow Agent,

shall provide Escrow Agent with its Tax Identification Number (TIN) as assigned by the Internal Revenue Service. All interest or other income earned on the Escrow Fund shall be allocated and paid as provided herein and reported by the recipient to the Internal Revenue Service as having been so allocated and paid.

1.3 Investment of Escrow Funds. All Escrow Funds shall be invested in

the name as Escrow Agent or its nominee for the benefit of the Buyer, Parent and Seller hereunder. The Escrow Agent may invest the Escrow Funds in any of the following: a) one or more portfolios offered by J.P. Morgan Fund Distributors, Inc., for which affiliates of and J.P. Morgan Trust Company, N.A. provide investment advisory and other services for a fee as described in the prospectus for these funds which has been provided to the Buyer, Parent and Seller; b) demand deposit or time deposit with the Escrow Agent, or c) such other instruments as may be specifically approved in writing by Buyer, Parent and Escrow Agent. The Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Escrow Agreement. The Escrow Agent in its capacity as escrow agent hereunder shall not have any liability for any loss sustained as a result of any investment prior to its maturity or for the failure of the parties to give the Escrow Agent instructions to invest or reinvest the Escrow Fund or any earnings thereon. In the event that, at any time during the term of this Agreement, the Escrow Agent is not in possession of written instructions signed by Buyer and Parent directing the investment or reinvestment of any of the Escrow Funds, the Escrow Agent shall automatically and forthwith invest such funds in the investments specified above in this Section 1.4(b) until the Escrow Agent has received appropriate written instructions signed by Buyer and Parent.

ARTICLE II

Escrow Fund -----

2.1 Release of Escrow Funds. Except to the extent there is a pending

claim by Buyer in respect of any of the Escrow Obligations (an "Indemnifiable Claim") which has not been finally resolved pursuant to the terms of this Agreement, and subject to Section 2.2 below, the balance of the Escrow Funds shall be released from escrow hereunder and delivered to the Seller on the first anniversary of the date of this Agreement.

2.2 Releases Pending Claims. If there is a pending Indemnifiable Claim

at the time of a scheduled escrow release under Section 2.1, such release shall be reduced by the amount of the pending Indemnifiable Claim until such time as the Indemnifiable Claim is resolved, with the reduction of released Escrow Funds determined by Section 3.2 hereof, and Buyer is authorized to instruct Escrow Agent of such reduction pursuant to the procedures set forth in Sections 3.3 of this Agreement. The amount to be retained in the Escrow Fund to satisfy claims that may be pending on the scheduled escrow release date shall be determined by Buyer in good faith, subject to the objection of Parent, in accordance with Section 3.3.

ARTICLE III

Indemnification

3.1 Parent's and Seller's Liabilities. The Escrow Funds shall serve as

collateral for all amounts payable or owing by Parent and/or Seller to Buyer with respect to the Escrow Obligations ("Indemnifiable Amounts"), subject to the indemnity limitations set forth in the Purchase Agreement.

3.2 Third Party Claims. With respect to any claims or demands by third

parties, whenever Buyer shall have notice that such a claim or demand has been asserted or threatened against Buyer which would or could constitute a basis for an Indemnifiable Claim hereunder, Buyer shall promptly send concurrent written notice of its claim to Parent and Escrow Agent pursuant to the procedures set forth in Section 3.3 of this Agreement (but the failure so to notify Parent shall not relieve Parent or Seller from liability that it may have hereunder or under the Purchase Agreement except to the extent that Parent or Seller has been prejudiced in any material respect by such failure or by any liability it might otherwise have as a result thereof). Such notice shall state the factual and legal basis for such claim or demand, supported by any relevant information and documentation within the knowledge of Buyer which relates thereto, and the total Indemnifiable Amounts claimed, to the extent known. The rights and duties of Parent and Seller and Buyer with respect to the defense and settlement of Third Party claims shall be governed by Section 6(d) of the Purchase Agreement.

3.3 Notice of Claims and Satisfaction Thereof.

(a) If and whenever during the term of this Agreement Buyer shall claim an Indemnifiable Claim, Buyer shall send concurrent written notice of its claim (a "Notice of Claim") to Parent and Escrow Agent. Such Notice of Claim shall state the basis for each such claim, supported by any relevant information and documentation with respect thereto known to Buyer, and the total Indemnifiable Amount to the extent known or determinable.

(b) If Parent shall object to any Indemnifiable Claim pursuant to this Agreement, Parent shall give concurrent written notice of such objection to Escrow Agent and Buyer within 30 days after the date the Notice of Claim (which includes a sum certain Indemnifiable Amount) is given to Parent as determined in accordance with the provisions of Section 6.1 hereof (the "Notice Date"), and for a period of at least 30 days after the Notice Date, Escrow Agent shall not make any delivery of any Escrow Funds to Buyer pursuant to any Section hereof. If Parent does not give notice of an objection within 30 days after the Notice Date, or shall have agreed within such 30-day period that such Indemnifiable Claim should be paid, Escrow Agent shall, promptly after such 30-day period, cause to be transferred to Buyer that portion of the Escrow Funds equal to the amount of the Indemnifiable Claim or the entire Escrow Funds if the Indemnifiable Claim exceeds the Escrow Funds.

(c) In case Parent shall object in writing to any Indemnifiable Claim or Indemnifiable Claims by Buyer, Parent and Buyer shall attempt in good faith thereafter to agree upon the rights of the respective parties with respect to each of such claims. If Parent and Buyer

should so agree, a memorandum setting forth such agreement shall be prepared and signed by both parties and shall be furnished to Escrow Agent. Escrow Agent shall be entitled to rely on any such memorandum and shall distribute the Escrow Funds or other property from escrow in accordance with the terms thereof. If Parent and Buyer do not so agree, Escrow Agent shall not distribute the Escrow Funds from escrow unless and until (i) a memorandum setting forth an agreement between Buyer and Parent shall be prepared and signed by both parties and shall be furnished to Escrow Agent, (ii) delivery of a copy of a settlement agreement executed by the Parent and Buyer setting forth instructions to Escrow Agent as to the release of the Escrow Funds, or (iii) delivery of a copy of a final judgment with respect to such Indemnifiable Claim. Escrow Agent shall be entitled to rely on any such memorandum, settlement agreement or judgment and thereupon release the Escrow Funds from escrow in accordance with the terms of such memorandum, settlement agreement or judgment.

ARTICLE IV

Escrow Mechanics

4.1 Effect of Delivery. Any Escrow Funds delivered out of escrow to

satisfy the Indemnifiable Amounts in accordance with Sections 3.2 and 3.3 will be transferred to Buyer.

4.2 Escrow Fees. The fees of Escrow Agent plus any out of pocket

expenses of Escrow Agent shall be paid from the Escrow Funds in accordance with the Fee Schedule attached hereto and made a part hereof. Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Agreement. It is understood that the fees and usual charges agreed upon for services of Escrow Agent shall be considered compensation for ordinary services as contemplated by this Agreement. As between themselves, the Buyer, on the one hand, and Parent and Seller, on the other hand, hereby agree that each shall pay one-half of any fees and expenses of counsel and other reasonable, actual and documented out-of-pocket expenses reasonably incurred by Escrow Agent in the performance of its duties hereunder that may arise as a result of any dispute among the parties hereto with respect to the Escrow Funds. In releasing any amounts hereunder, Escrow Agent may deduct therefrom and pay to itself the amount of any outstanding fees and expenses payable by the party to whom the distribution is made pursuant to the terms of this Agreement.

ARTICLE V

Escrow Agent

5.1 Authority. Parent, Seller and Buyer hereby appoint Escrow Agent to

hold all of the Escrow Funds subject to this Agreement until their release in accordance with this Agreement.

5.2 Responsibilities of Escrow Agent.

(a) Escrow Agent shall hold and safeguard the Escrow Funds during the pendency of the Escrow, shall treat such fund as a trust fund in accordance with the terms of this

Agreement (not as property of Parent, Seller or Buyer) and shall hold and dispose of the Escrow Funds only in accordance with the terms hereof.

(b) Escrow Agent shall not be required to institute or defend any action involving any matters referred to herein or which affects it or its duties or liabilities hereunder unless it is required to do so by any party to this Agreement and then only upon receiving indemnity in accordance with Section 5.4 hereto, against any and all claims, liabilities and expenses in relation thereto.

(c) Escrow Agent shall not be responsible or liable for any act or omission on its part in the performance of its duties as Escrow Agent under this Agreement except as such act or omission constitutes gross negligence, willful, wanton or reckless misconduct, or fraud.

(d) Anything in this Agreement to the contrary notwithstanding, in no event shall Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

5.3 Funds Transfer. In the event funds transfer instructions are given

(other than in writing at the time of execution of the Agreement), whether in writing, by telecopier or otherwise, Escrow Agent is authorized to seek confirmation of such instructions by telephone call-back to the person or persons designated on Schedule 1 hereto, and Escrow Agent may rely upon the confirmations of anyone purporting to be the person or persons so designated. The persons and telephone numbers for callbacks may be changed only in a writing actually received and acknowledged by Escrow Agent. The parties to this Agreement acknowledge that such security procedure is commercially reasonable.

It is understood that Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying number provided by either of the other parties hereto to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an order it executes using any such identifying number, even where its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank, or an intermediary bank designated.

5.4 Indemnity. Buyer, Parent and Seller hereby jointly and severally agree

to indemnify Escrow Agent and hold it harmless against any claim which may be made against it in connection with its actions as Escrow Agent hereunder; provided that Escrow Agent shall not be indemnified against any such loss, damage, expense, liability or claim arising out of or based upon its failure to perform in accordance with this Agreement or arising out of its bad faith, negligence, or willful failure to perform its obligations.

ARTICLE VI

Miscellaneous

6.1 Notices. Any notice or other communication required or permitted to

be given to the parties hereto shall be in writing and shall be deemed to have been given if personally delivered (including personal delivery by facsimile), or two days after mailing by certified or registered mail, return receipt requested, first class postage prepaid, addressed as follows (or at such other address as the addressed party may have substituted by notice pursuant to this Section 6.1):

To Buyer:

ALLTEL Information Services, Inc.
601 South Lake Destiny Road
Suite 300
Maitland, FL 32751
Ph. (407) 875-1818
Fax: (407) 475-0400
Attn: President

ALLTEL Information Services, Inc.
4001 Rodney Parham Road
Little Rock, AR 72212-2496
Ph: (501) 905-8000
Fax: (501) 220-4034
Attention: General Counsel

To the Parent or Seller:

Euronet USA Inc.
17300 Chenal Parkway
Little Rock, Arkansas 72223
Ph: 33-1-41929560
Attn: President

To the Escrow Agent:

J.P. Morgan Trust Company, N.A.
101 California Street, Suite 2725
San Francisco, CA 94111
Ph: (415) 954-2368
Fax: (415) 954-2371
Attn: Jennifer Richardson
E-Mail: jennifer.richardson@chase.com

6.2 Amendment. The provisions of this Agreement may be waived, altered,

amended or supplemented, in whole or in part, only by a writing signed by all
the parties hereto.

6.3 Successor to Escrow Agent. If Escrow Agent is for any reason

unwilling or unable to serve as Escrow Agent during the term of this Agreement,
Escrow Agent may resign as Escrow Agent by giving at least thirty (30) days
prior written notice to each of Buyer and Parent, such resignation to be
effective thirty (30) days following the date such notice is given. In addition,
Buyer and Parent may jointly remove Escrow Agent as escrow agent at any time
with or without cause, by an instrument (which may be executed in counterparts)
given to Escrow Agent, which instrument shall designate the effective date of
such removal. In the event of any such resignation or removal, a successor
escrow agent who is not affiliated with Buyer shall be appointed by Buyer with
the approval of Parent, which approval shall not be unreasonably withheld.

6.4 Termination. This Agreement shall terminate upon the earlier of (a)

the mutual written express agreement of the parties hereto and (b) when all of
the Escrow Funds have been distributed according to its terms.

6.5 Interpretation. In the event that Escrow Agent shall be uncertain

as to its duties or rights hereunder or shall receive instructions, claims or
demands from any party hereto which, in its opinion, conflict with any of the
provisions of this Agreement, it shall be entitled to refrain from taking any
action and its sole obligation shall be to keep safely all property held in
escrow until it shall be directed otherwise in writing by all of the other
parties hereto or by a final order or judgment of a court of competent
jurisdiction. The validity, construction, interpretation and enforcement of this
Agreement shall be determined and governed by the laws of the State of Delaware.
All provisions of the Purchase Agreement shall be incorporated herein by
reference as if set forth in their entirety herein.

6.6 Remedies. The rights and remedies of the parties under this

Agreement and the Purchase Agreement and all other letters, certificates or
documents executed in connection herewith and therewith are cumulative and not
exclusive of any rights, remedies, powers and privilege that may otherwise be
available to the parties hereto.

6.7 Counterparts. This Agreement may be signed in one or more

counterparts, each of which shall be deemed an original and all of which shall
constitute one agreement.

6.8 Transfer of Interests. Neither Parent nor Seller shall sell,

transfer, pledge, hypothecate or otherwise dispose of any Escrow Funds, or any
interest therein, prior to the distribution of such Escrow Funds in accordance
with this Agreement.

6.9 Assignment. No party may, without the prior express written consent

of each other party, assign this Escrow Agreement in whole or in part. Any
company into which Escrow Agent may be merged or converted or with which it may
be consolidated or any company resulting from any merger, conversion or
consolidation to which it shall be a party or any company to which Escrow Agent
may sell or transfer all or substantially all of its escrow/custody

business, provided such company shall be eligible to serve as Escrow Agent hereunder, shall be the successor hereunder to Escrow Agent without the execution or filing of any paper or any further act. This Escrow Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

ALLTEL INFORMATION SERVICES, INC.,
an Arkansas corporation

By: _____
Name: _____
Title: _____

EURONET USA INC., an Arkansas corporation

By: _____
Name: _____
Title: _____

EFT NETWORK SERVICES, LLC, an Arkansas limited
liability company

By: Euronet USA Inc.

By: _____
Name: _____
Title: _____

J.P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

For Euronet use only

License Agreement Number: _____
Effective Date: _____

Software License Agreement
For A Euronet USA Inc. Software Solution

This Software License Agreement ("Agreement") is between Euronet USA Inc., having corporate offices at 17300 Chenal Parkway, Little Rock, Arkansas 72223-9138 and its Affiliates (formerly d/b/a Arkansas Systems, Inc.) (hereinafter "Euronet"), and the Customer identified below.

Customer: ALLTEL Information Services, Inc.

Address: 601 South Lake Destiny Drive, Suite 300

City: Maitland

State/Zip: Florida 32751

Country: United States

FAX: (407)875-1181

E-mail: kaivan.rahbari@alltel.com

Phone Number(s): (407)875-1818

Billing Contact Person: Kaivan Rahbari

Project Contact Person: Kaivan Rahbari

Authorized Representative: Gary Norcross, President, Integrated Financial
Solutions

=====
This Agreement consists of this License Agreement and the Exhibits indicated below:

Exhibit A is left intentionally blank.

X Exhibit B - Licensed Programs, Pricing, Terms and Conditions

X Exhibit C - Required Hardware and Software

X Exhibit D - Maintenance and Support Services

X Exhibit E - Installation and Acceptance

X Exhibit F - Incident Resolution

X Exhibit G - Disclosure Regarding Virus Warranty

X Exhibit H - Disclosure Regarding Embedded Third Party Products

This Agreement may also include additional Schedules and Attachments as noted herein.

For valuable consideration provided under this Agreement, the receipt and sufficiency of which is acknowledged, and in consideration of the mutual promises and covenants reflected herein, Customer and Euronet agree as follows:

1. DESCRIPTION

The licenses granted by Euronet to Customer under this Agreement include a license for Euronet's Licensed Programs as defined below and described in Exhibit B.

2. EFFECTIVE DATE.

This Agreement is effective as of January 4, 2002 ("Effective Date").

3. TERM.

This Agreement shall commence on its Effective Date and shall remain in effect perpetually (the "Term").

4. DEFINITIONS

For purposes of this Agreement, the following definitions apply:

A. "Adverse Consequences" shall mean all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgements, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses and fees, including court costs and reasonable attorneys' fees and expenses.

B. "Affiliate" shall mean an entity that is a successor of, controls, is controlled by or is under common control with a party.

C. "Asia/Pac" shall mean Asia and the islands of the Indian Ocean, Australia and the islands of the Pacific Ocean, except U.S. states and territories.

D. "Client(s)" shall mean an entity doing business with Customer and utilizing one or more of Customer's loan or deposit products.

E. "Client-Side Software" shall mean those modules of the Licensed Programs that reside or, via the internet, are stored on a client's computer equipment and that assist in communicating with Customer's EFT Network or with a remote processor.

F. "Critical Errors" shall mean any incident of a severity level of Level 4 or higher as described in Exhibit F (Incident Resolution).

G. "Customer" shall include Customer's wholly and majority owned subsidiaries. Customer agrees to be responsible for any breach of the terms of the Agreement by any such subsidiaries.

H. "Customer Modifications" shall mean any products or works, including enhancements and derivative works, developed by Customer or for Customer by a third party based on the Licensed Programs including Source Materials licensed hereunder and Documentation and any modifications or enhancements to or derivative works based on such products or works that are developed by or for Customer. Customer Modifications do not become part of the Licensed Programs under the Agreement.

I. "Delivery" shall mean the date a modified or unmodified Licensed Program or Update, as applicable, is received physically by the Customer.

J. "Developments" shall mean any products or works developed by or for Euronet in the course of providing any services under this Agreement. Developments become part of the Licensed Programs under the Agreement. Developments shall not include any Customer Modifications.

K. "Documentation" shall mean all of the following: all existing flowcharts, user guides and manuals, reference manuals, procedure manuals, technical standards, naming conventions, architecture diagrams, programmer reference manuals, transaction formats, messaging, data dictionary and other printed, written or visually perceptible materials relating to or describing the installation, use or design of the Licensed Programs software. Upon execution of this Agreement, Euronet shall promptly deliver to Customer the Documentation in both electronic format and in hard copy. The Documentation for version 2.2 shall be sufficient and adequate to enable a person of reasonable skill and experience in the relevant art to operate the Licensed Programs. "Documentation" shall also include all versions, updates, and modifications of the Documentation provided to Customer pursuant to this Agreement.

L. "EFT Network" shall mean the data centers and communications facilities through which Customer provides electronic funds transfer transaction processing, POS or ATM driving or card management services to clients utilizing the Licensed Programs. During the Restriction Period, Customer shall provide Euronet with a list of the addresses of the data centers where the Licensed Programs are installed, and shall update such list from time to time.

M. "EFT Network Services" shall mean services provided by Customer using Customer's EFT Network.

N. "EFT Processing Services" shall mean the operation, management or monitoring of ATMs or POS devices or acquiring transactions on such devices. EFT Processing Services shall not include authorization of transactions against the Customer's host deposit or loan system.

O. "EMEA" shall mean Europe, the Middle East and Africa.

P. "Error" shall mean any corrections to the Licensed Programs to comply with performance warranties set forth in Section 10.A.ii. (1) and (2).

Q. "Installation" shall mean the activities described in Exhibit E.

R. "Installation Date" shall mean the earlier of the Acceptance Date (as defined in Exhibit E) or the date that is one hundred eighty (180) days after the Effective Date.

S. "Intellectual Property" shall mean: (I) title and/or ownership, (ii) copyright, (iii) patent rights, (iv) trade secret rights, (v) moral rights, (vi) ideas, know-how, and/or techniques, (vii) data model, and where applicable, and (viii) trademark rights.

T. "Licensed Programs" means the Euronet AS400 software and associated PC programs identified in Exhibit B, including the Source Materials, for which Customer is granted a license pursuant to this Agreement, and the media, Documentation and Updates therefore provided by Euronet pursuant to the terms of this Agreement.

U. "Licensed Service Bureau" shall mean a Client authorized by Customer to use the Licensed Programs to provide services to Clients, and utilizing Customer's loan or deposit software products, and who has a written agreement with Customer that protects the Confidential Information and Licensed Programs as required under this Agreement.

V. "Ordinary Course of Business" shall mean the ordinary course of business of Seller consistent with past custom and practice (including with respect to quantity and frequency).

W. "Restriction Period" shall mean the period beginning on the Effective Date and ending on the date that is five (5) years (together with any modifications to the five (5) years in accordance with Section 5.A.v or 15.B.iii.b. of the Agreement) from end of the Update Period.

X. "ROW" shall mean that part of the world not included in EMEA, Asia/Pac, the United States, and United States territories).

Y. "Services" shall mean, collectively, the Professional Services (as defined in Section 8), the Warranty Services (as defined in Section 10), the Maintenance Services (as defined in Exhibit D) and the Support Services (as defined in Exhibit D).

Z. "Source Materials" shall mean source code (excluding DDS listings) from which object code is compiled and related Documentation. Encrypted code generated by Euronet products is not considered to be source code. Source Materials are part of the Licensed Programs under the Agreement.

AA. "Standard Licensed Programs" shall mean the Licensed Programs listed in Exhibit B without any modifications.

AB. "Update" means any subsequent modification, enhancement or a subsequent release of a Licensed Program (including Developments but excluding Errors) that Euronet makes generally available to Licensed Program licensees at no additional license fee. Update shall also include Versions.

AC. "Update Period" shall mean the shorter of (i) the eighteen (18) month period following the Installation Date or (ii) the period from the Installation Date through the date that the last Update is received by Customer prior to written notice from Customer that Customer no longer desires to receive Updates. Notwithstanding the definition of Update set forth in this Agreement, solely for the purpose of determining the Update Period, neither Developments nor enhancements for messaging, modules or programs required to support Europay MasterCard Visa chip-based cards shall be considered Updates.

AD. "Versions" shall mean new software that is issued when the core architecture is changed significantly, and which is identified as "version 3.X" or higher.

AE. "Warranty Period" shall mean with respect to Version 1.5, the eighteen (18) month period following the Effective Date and with respect to Version 2.2, the eighteen (18) month period following the Acceptance Date.

5. LICENSED PROGRAMS AND SOURCE MATERIALS LICENSE

A. GRANT OF LICENSE AND AUTHORIZED USES

Euronet grants to Customer, as of the Effective Date, a non-exclusive, perpetual, worldwide, royalty-free, irrevocable and non-terminable license to use each Licensed Program in accordance with the terms of this Agreement. During the Update Period, Euronet shall provide to Customer code for all Updates, and such Updates shall become a part of the Licensed Programs for purposes of the licenses granted in this Section 5. At the time of Delivery of each modification or enhancement to the Licensed Programs, Euronet shall provide notice to Customer of whether such modification or enhancement constitutes an Update for purposes of measuring the Restriction Period. Euronet shall deliver all such Updates in electronic source text and object form to meet the requirements of the Standard Licensed Programs and Customer shall be responsible for incorporating the code and making the system modifications to be compatible with Customer's modified version of the code.

i. Distribution License. Subject to the terms and conditions of this Agreement Euronet grants to Customer a nonexclusive, nontransferable, perpetual, irrevocable and non-terminable license to:

- a. as of the Acceptance Date, use distribute and provide the Licensed Programs, including but not limited to Customer using the License Programs to provide outsourcing and/or service bureau services and Customer providing Licensed Service Bureaus with the right to provide outsourcing and/or service bureau services; and
- b. combine the Licensed Programs with other software; and

- c. reproduce the works therein in copies; and
 - d. as of the Acceptance Date, sublicense, directly or via sub-sublicenses through Licensed Service Bureaus, source or object code for the Licensed Programs and Documentation, alone or in combination with other works; and
 - e. market and promote the Licensed Programs and Documentation; and
 - f. support and maintain the Licensed Programs and Documentation; and
 - g. use the Licensed Programs and Documentation to provide EFT Network Services and, in connection therewith, provide to third parties (including but not limited to Clients) the relevant Client-Side Software.
- ii. Development License. Subject to the terms and conditions of this Agreement, Euronet grants to Customer a nonexclusive, perpetual, worldwide, royalty-free, irrevocable and non-terminable license to modify, develop, and enhance the Licensed Programs and Documentation, to make derivative products and to use and copy the Licensed Programs and Documentation in connection therewith. Euronet acknowledges and agrees that such modifications that are created by Customer or third parties are Customer Modifications.
- iii. Documentation License. Subject to the terms of this Agreement, Euronet grants to Customer a nonexclusive, perpetual, worldwide, royalty-free, irrevocable and nonterminable license to copy, use, reproduce and modify the Documentation. During the Update Period, Euronet will provide to Customer all versions, updates and modifications of the Documentation at no additional charge to Customer. Customer may distribute copies of all or a portion of the Documentation to Clients and third parties in support of the authorized use of the Licensed Programs.
- iv. Restrictions. The licenses granted in this Section shall be subject to the following restrictions during the Restriction Period:
- a. WORLDWIDE

Customer shall not, directly or through third parties, lease, license, rent, sell, give or otherwise provide or convey Source Materials to any entity unless Customer also provides the source code for at least one product of Customer's proprietary core banking, teller, origination or data warehouse software to such entity and provides the Source Materials under terms no less protective of such Source Materials than of Customer's proprietary software.
 - b. IN EMEA AND ASIA/PAC

Customer shall not, directly or through third parties (including service bureaus): (i) use the Licensed Programs or Customer Modifications to provide EFT Processing Services with respect to any ATM's or POS devices located in EMEA or Asia/Pac; or (ii) lease, license, rent, sell, give or otherwise provide or convey the Licensed Programs for use in the EMEA or Asia/Pac (1) to an entity that is not a Client or (2) to any entity to provide EFT Processing Services.
 - c. In ROW

Except for (i) Clients and (ii) clients headquartered in the United States (or a United States territory) utilizing EFT Network Services, Customer shall not, directly or through third parties (including service bureaus), lease, license, rent,

sell, give or otherwise provide or convey the Licensed Programs to entities for use in ROW or use the Licensed Programs in ROW.

For the avoidance of doubt, except for the worldwide restriction set forth in subsection (a) above, the parties agree that Customer shall not be subject to any restrictions in the United States or in any of its territories; provided that Customer may not (directly or through third parties) violate the geographic restrictions set forth in subsections (b) and (c) above by providing such services from the United States or a United States territory. After the Restriction Period, Customer's use of the Licensed Programs and Customer Modifications shall no longer be subject to the restrictions set forth in this subsection iv. The restrictions in this Section do not apply to and shall not restrict Customer's ability to provide to third parties (including but not limited to Clients) the Client-Side Software in connection with the EFT Network Services.

- v. Decrease of Restriction Period. In the event Euronet undergoes a change of control of the corporate division supporting this Agreement, or of Euronet in excess of 50% of the ownership of the Euronet, and thereafter the transferred division or Euronet fails to abide by the terms of this Agreement during the Restriction Period, then, in addition to such other remedies as may be available to Customer pursuant to Section 15.A., Customer shall be released from the restrictions in subsection iv and the Restriction Period shall end as of such date.
- vi. Customer acknowledges that the Licensed Programs contain confidential, proprietary and trade secret information that belongs to and is the sole and exclusive property of Euronet. Customer covenants and agrees at all times during the Restriction Period to keep confidential, all information concerning the Licensed Programs and to take all reasonable security measures to protect the same. Nothing contained in this subsection vi shall restrict Customer's right to exercise the license rights set forth in this Section 5 including but not limited to Customer's right to subcontract any of Customer's development rights, even if such contractor is a competitor of Euronet.
- vii. Customer shall ensure that its agreements with Clients, Licensed Service Bureaus and other third-parties (including subcontractors, if any) protect the Licensed Programs, including the Source Materials, and other Confidential Information protected under this Agreement with at least the same degree of care that Customer uses to protect Customer's like- programs, materials and information, but not less than a reasonable degree of care.

6. INTELLECTUAL PROPERTY

A. Euronet shall retain ownership of all copyrights, patent rights and other intellectual property rights in the unmodified Licensed Programs, and Customer shall have no implied ownership rights in or to the Licensed Programs, except as otherwise provided herein. Customer shall retain ownership of all copyright, patent rights and other intellectual property rights in the Customer Modifications, and Euronet shall have no implied ownership rights in or to the Customer Modifications. The parties shall mutually agree upon the ownership of any Developments prior to Euronet providing the Services to create those Developments.

B. To the extent ownership of Customer Modifications (and/or any Developments which are owned by Customer) does not vest in Customer in the first instance, Euronet shall assign all ownership rights in the Customer Modifications (and any Developments which are owned by Customer) to Customer. Euronet shall execute and provide any documents reasonably necessary to evidence and protect Customer's ownership rights in the Customer Modifications (and any Developments which are owned by Customer). To the extent permitted by law, Euronet waives and agrees not to assert any moral rights it may have to any Customer Modifications (and any Developments which are owned by Customer) that may inure to Euronet under copyright law. Euronet agrees to cooperate with Customer and to execute all documents necessary for Customer to apply to secure its copyright, patent and other intellectual property

and ownership rights in the Customer Modifications (and any Developments which are owned by Customer) in all appropriate countries.

C. To the extent ownership of Licensed Programs (excluding any Developments which are owned by Customer) does not vest in Euronet in the first instance, Customer shall assign all ownership rights in the Licensed Programs (excluding any Developments which are owned by Customer) to Euronet. Customer shall execute and provide any documents reasonably necessary to evidence and protect Euronet's ownership rights in the Licensed Programs (excluding any Developments which are owned by Customer). To the extent permitted by law, Customer waives and agrees not to assert any moral rights it may have to any Licensed Programs (excluding any Developments which are owned by Customer) that may inure to Customer under copyright law. Customer agrees to cooperate with Euronet and to execute all documents necessary for Euronet to apply to secure its copyright, patent and other intellectual property and ownership rights in the Licensed Programs (excluding any Developments which are owned by Customer) in all appropriate countries.

D. Aside from Euronet's obligation to provide the Licensed Programs, Updates, Versions, Developments and the Services hereunder, neither party shall be obliged to disclose to the other any information concerning enhancements or other developments relating to the Licensed Programs that are created in the course of or during the Term of this Agreement.

E. Developments, Updates, and Versions of the Licensed Programs provided by Euronet shall become a part of the Licensed Programs, and as such are subject to all the terms and conditions of this Agreement.

7. CHARGES, PAYMENT AND TAXES

A. INVOICING AND PAYMENT

Euronet shall invoice Customer for License Fees that are included in Exhibit B, and Customer will pay Euronet for the license to use the Licensed Program and the Source Materials in the amounts and at the times stated in Exhibit B. Payments of invoiced amounts are due within thirty (30) days of the date of the invoice and shall be deemed overdue if they remain unpaid thereafter. Interest charges (at the prime rate published by Bank of America in Little Rock, Arkansas) will accrue on License Fees and invoiced amounts, on any reasonably undisputed balance not paid when due, provided that Euronet first gives Customer written notice of such nonpayment and the opportunity to make payment within ten (10) business days of Customer's receipt of such notice.

B. FEES FOR SERVICES

- i. Euronet will provide Warranty Services during the Update Period as described in Section 10 and such Warranty Services shall be included within the License Fees payable under this Agreement. Euronet will provide Maintenance and Support Services to Customer as described in Exhibit D and pursuant to the description of fees for Maintenance and Support Services in subsection 7.B.ii and Exhibit D.
- ii. As described in Exhibit D, the License Fees payable under this Agreement include two (2) Man Years of Support Services (as defined in item #6 of Exhibit D). If the two (2) Man Years of Support Services are exceeded, additional Professional Services shall be provided, upon the written request of Customer, subject to the following terms. Until the date that is five (5) years from the Effective Date, Customer shall pay Euronet for all the time spent performing such additional Professional Services at a rate of US\$1000.00 per man day (or pro rata portion for partial man days), plus materials, taxes and expenses, including reasonable travel expenses. Beginning with the sixty-first (61st) month following the Effective Date, all Professional Services shall be provided at Euronet's standard time and materials ("T&M") rates for Professional Services as described in Section 8. Any monetary limit or time estimation stated for services in the Exhibits shall be an estimate only for Customer's budgeting and Euronet's resource scheduling purposes. If such estimated limits are

exceeded, Euronet will cooperate with Customer to provide continuing services on a T&M basis. Programming and other forms of software development are included in the Support Services; however, such services are provided by Euronet personnel on an "as available" basis.

- iii. Following the initial Warranty Period for Version 2.2, Customer may, upon written notice and at Customer's option, renew the Maintenance and Warranty Services provided under this Agreement for an additional twelve (12) months at a rate of US\$650,000 (six hundred and fifty thousand US dollars) for the additional period. Any such extension of maintenance shall have no effect upon the measurement of the Restriction Period.

C. TAXES

Unless otherwise expressly agreed to in writing, all prices hereunder are exclusive of local excise, sales, use, ad valorem, and similar taxes or duties. Such taxes and/or duties shall be paid exclusively by the party that is responsible for such tax, and the other party shall not be liable for any such taxes and duties, regardless of whether or not the same are separately stated. The parties will cooperate with each other in determining the extent to which any tax is due and owing under the circumstances, and shall provide and make available to each other any information regarding out-of-state use of materials, services or sale and other exemption certificates or information reasonably requested by either party.

8. PROFESSIONAL SERVICES

A. "Professional Services" (i.e., services provided by Euronet, other than Warranty Services, Maintenance Services and Support Services) may be contracted as requested by the Customer and may be provided subject to Euronet staff availability. Requests for any support provided for in this Section must be made in writing in a format acceptable to Euronet and must be agreed in writing by Euronet. Such writings may be transmitted electronically.

B. Customer may, at Customer's sole discretion, establish a dial-in capability to support the Services. In such case, each party shall be responsible for all of its own costs associated with such capability, including but not limited to, purchasing and maintaining its own equipment, line costs, setting up and maintaining its own hardware ports and long-distance telephone charges, if any.

C. Programming and software development services requested by Customer are considered Support Services hereunder until the two (2) Man Years of Support Services are completed. Thereafter, programming and software development services shall be provided at the Professional Services rate of \$1000 per day for the remainder of the initial five (5) years of this Agreement and at Euronet's standard Professional Services rates thereafter, plus materials, taxes and expenses, including reasonable travel expenses.

D. In connection with the two (2) man years of Support Services, Customer shall not be charged for travel time for Services rendered within the United States. If any Services provided by Euronet require travel of Euronet personnel outside the United States or if the travel is related to any Professional Services, Euronet will include charges for such travel time at Euronet's standard rates in addition to expenses, including reasonable travel expenses.

9. ADDITIONAL OBLIGATIONS

Euronet shall provide to Customer, as Exhibit C to this Agreement, a list of third-party software that Euronet uses in its standard operating environment with the Licensed Programs. Customer shall be responsible for providing the hardware and software resources, including third-party hardware and software, communication lines and/or modems and associated technical resources, except that Euronet shall be responsible for providing any necessary hardware and software resources, including third party hardware and software, which are not specified on Exhibit C and which are used by Euronet in Euronet's operating environment. Customer shall be responsible for establishing the operating environment in

Maitland, Florida prior to Installation sufficient to allow the parties to evaluate the Licensed Programs against the applicable items listed in Exhibit E.

10. WARRANTY AND REMEDIES

A. WARRANTY TERMS

i. EXCLUSIONS

Customer Modifications and other modifications not provided by Euronet shall not be entitled to warranty protection under this Agreement. Further, Euronet shall not be responsible for any failure or Critical Error (as defined in subsection B) to the extent such failure or Critical Error is caused by any Customer Modification or other modification of the Licensed Programs not provided by Euronet. Euronet shall not be liable for any damages sustained by Customer or third parties resulting from modifications not provided by Euronet.

ii PROGRAM WARRANTY

(1) Version 1.5 Performance Warranty. Except as provided in Section 10.A.i. above, with regard to Version 1.5 Licensed Programs, during the Warranty Period, Euronet warrants that each Standard Licensed Program provided in Version 1.5 and each Update and Development thereto (if any) will perform in the Ordinary Course of Business and will provide Customer with all regulatory and network mandates which Euronet provides generally to its customers. Without limiting the foregoing, the parties agree that this warranty requires Euronet to remedy any Critical Errors in accordance with Exhibit F (unless Version 1.5 is withdrawn for all Euronet United States customers during such eighteen (18) month period in which case Euronet shall provide Customer with notice within the same time and manner as other customers of Euronet).

(2) Version 2.2 Performance Warranty. Except as provided in Section 10.A.i. above, Euronet warrants that each Version 2.2 Licensed Program and each Update and Development will perform in all material respects in accordance with the Documentation and will provide Customer with all regulatory and network mandates which Euronet provides generally to its customers during the longer of: (a) the Warranty Period; or (b) the first ninety (90) days following the Delivery of an Update or Development or the date of Delivery of the repair of the applicable Error (as described in Section 10.B.i), whichever is applicable. Euronet does not warrant that the Licensed Programs will operate in combinations other than as specified in the Documentation or that the operation of the Licensed Programs will be uninterrupted or error-free.

(3) Virus Warranty. Except as disclosed on Exhibit G, no software contained within the Licensed Programs contains any timer, virus, copy protection device, disabling code, clock, counter or other limiting design or routine which causes such software (or any portion thereof) to become erased, inoperable, impaired, or otherwise incapable of being used in the full manner for which it was designed and contemplated under this Agreement.

iii. MEDIA WARRANTY

Except as provided in Section 10.A.i. above, Euronet warrants the tapes, diskettes or other media to be free of defects in materials and workmanship under normal use for ninety (90) days from the date of delivery to Customer of such tapes, diskettes or other media.

iv. SERVICES WARRANTY

Euronet warrants that its Services will be performed in a timely, competent, workmanlike, and professional manner.

v. INTELLECTUAL PROPERTY WARRANTY.

- (1) Euronet represents and warrants that it owns or has all applicable rights to license the Licensed Programs and Documentation, including all applicable Intellectual Property rights inherent therein, and neither the license nor use as permitted hereunder will constitute an infringement or other violation of any U.S. trademark, copyright, patent, trade secret or other intellectual property right of any third party or any foreign trademark, copyright, patent, trade secret or other intellectual property right of any third party in a country where Euronet has licensed the Licensed Programs.
- (2) Euronet represents and warrants, as of the Effective Date, that each item of the Licensed Programs listed on Exhibit B exists and that during the Update Period, no item of Version 2.2 of the Licensed Programs listed on Exhibit B will be sundowned or withdrawn.
- (3) Euronet represents and warrants that, as of the Effective Date, the Licensed Programs are not the subject of any suit, action or proceeding which involves a claim of infringement or misappropriation of any Intellectual Property right of any third party. Euronet represents and warrants that, as of the Effective Date, Euronet has not received any written notice alleging any such claim or possible claim or offering to license any third party Intellectual Property in order to avoid or lessen the chance of being subject to any such claim.
- (4) Euronet represents and warrants that the Licensed Programs are protectable under applicable copyright law and have not been forfeited to the public domain and have been registered with the U.S. Copyright Office or are eligible for registration.
- (5) Euronet represents and warrants that, except as provided on Exhibit H, there is no third party Intellectual Property which is incorporated in or an essential component of the Licensed Programs.

vi. AUTHORIZATION OF TRANSACTION. Euronet represents and warrants that it has the full power and authority to execute and deliver this Agreement and to perform its obligations set forth in this Agreement. This Agreement constitutes the valid and legally binding obligation of Euronet and is enforceable in accordance with its terms.

vii. NONCONTRAVENTION. Euronet represents and warrants that it has not entered into any other agreement still in effect which renders it incapable of satisfactorily performing its obligations hereunder, or which places it in a position of conflict of interest or inconsistent with its obligations hereunder.

B. REMEDIES

For any breach of the warranties contained in Sections 10.A.ii, iii and iv, the following non-exclusive provisions shall apply:

i. FOR PROGRAMS. Euronet's obligation is to remedy any Program Warranty breach as provided in the following subsections:

- a. Customer must notify Euronet in writing within the periods warranted of any breach of the Program Warranties.

- b. Euronet will (at no charge to Customer and not as part of the two (2) Man Years of Support Services) correct and repair any Critical Error in the Licensed Programs and/or Update(s) ("Warranty Services").
- c. The parties will utilize the process set forth in Exhibit F for the Warranty Services.
- d. If Customer notifies Euronet that the Customer suspects an Critical Error, Euronet shall use reasonable diligence to confirm the existence of such Critical Error at Euronet's place of business and Euronet will promptly correct actual Critical Errors discovered.
- e. Except as set forth in Section 10.A.i. regarding modifications not made by Euronet, NO work performed by Euronet under the warranties provided herein shall not be counted toward the two (2) Man Years of Support Services described in Exhibit D. If it is ultimately determined that no Critical Error exists, the effort expended in correcting the error shall count toward the two (2) Man Years of Support Services; however, the time spent determining whether a Critical Error exists shall not.
- f. Customer will reasonably cooperate with Euronet in the determination of solutions to all suspected Critical Errors, including, but not limited to, supplying data requested by Euronet, access to Customer equipment, and implementation of Euronet-supplied fixes and data gathering changes. Customer shall, at Euronet's reasonable request, allow remote access to Customer's system via Internet or Dial-Up modem to allow remote testing, diagnosis and correction.
- g. All suspected Critical Errors must be reported to Euronet on a document acceptable to Euronet; provided, however that failure of Customer to report the Critical Error on Euronet's form shall not result in a denial of warranty coverage unless (and then solely to the extent) such failure causes prejudice to Euronet.

ii. FOR MEDIA

The replacement of defective media returned to Euronet within ninety (90) days of the date of delivery to Customer.

iii. FOR SERVICES

The reperformance of the Services at no additional charge to Customer. Such reperformance of the Services shall not be counted against the two (2) Man Years of Support Services. Additionally, breach of this provision may subject Euronet to the terms of Section 15 .A.

C. THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY

A. Except for obligations to make payments hereunder (including the remedies provided set forth in 15.B.iii.a.) and except for Euronet's obligations set forth in Section 12, each party's liability for any claim, cause of action or liability, whether sounding in contract, tort or otherwise arising under or related to this Agreement shall be limited to its direct damages, actually incurred, and shall not exceed US\$650,000 (six hundred and fifty thousand US dollars).

B. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, FOR LOSS OF REVENUE OR PROFITS OR FOR CLAIMS OR DEMANDS MADE BY THIRD PARTIES, EVEN IF THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. Except as expressly provided herein, neither party, its agents or employees shall be liable for any lost profits of the other party or any claims or demands made against the other party by a third party.

D. Under no circumstances will Euronet be liable for damages to the extent directly resulting from Customer Modifications or to the extent caused by Customer's failure to install Euronet supplied Updates.

E. Customer acknowledges that the Customer has the final responsibility to review the functioning of the Licensed Programs and any changes supplied by Euronet. Customer shall verify for itself that the Licensed Programs meet the needs and appropriate use intended by Customer and that the Licensed Programs function accurately for Customers processing environment. Customer acknowledges that Customer has the final responsibility for configuration of hardware and system software for the equipment on which the Licensed Programs run. Under no circumstances will Euronet be liable for damages for any configuration errors for hardware or software other than the unmodified Licensed Programs. Customer also acknowledges that it is ultimately responsible for insuring that proper backups of the Licensed Programs and data are performed; and since Euronet's Licensed Programs are only a part of Customer's full data processing solution, that Customer is responsible for the complete configuration of computer hardware and non-Euronet software necessary to perform Customer's functions; and that Customer is responsible to insure correctness of data entry and that proper security procedures are in place for Customer's operations.

12. INFRINGEMENT AND REMEDY

A. Each party (the "Indemnifying Party" or "Provider") will defend and indemnify the other party and its clients (the "Indemnified Party" or "Recipient") against a claim that any information, design, specification, instruction, software, data, or material furnished by the Provider ("Material") as part of the Licensed Programs or Customer Modifications, as applicable, infringes a U.S. copyright, patent or other Intellectual Property right or a foreign copyright, patent or other Intellectual Property right in a country in which the Euronet has licensed the Licensed Programs as of the Effective Date (the "Claim") provided that the Indemnified Party shall promptly notify the Indemnifying Party thereof in writing; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party thereby is prejudiced.

B. The Indemnifying Party will have the right to defend the Indemnified Party against the Claim with counsel of its choice satisfactory to the Indemnified Party so long as (1) the Indemnifying Party provides the Indemnified Party with evidence acceptable to the Indemnified Party that the Indemnifying Party will have the financial resources to defend against the Claim and fulfill its indemnification obligations hereunder, (2) the Claim involves only money damages and does not seek an injunction or other equitable relief, (3) settlement of, or an adverse judgment with respect to, the claim is not, in the good faith judgment of the Indemnified Party, likely to establish a precedential custom or practice adverse to the continuing business interests of the Indemnified Party and (4) the Indemnifying Party conducts the defense of the Claim actively and diligently.

C. So long as the Indemnifying Party is conducting the defense of the Claim in accordance with subsection B. above, (1) the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Claim and (2) the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the Claim without the prior written consent of the Indemnifying Party.

D. In the event any of the conditions in Section 12.B. above is or becomes unsatisfied, however, (1) the Indemnified Party may defend against and consent to the entry of any judgment or enter into any settlement with respect to, the Claim (provided that the Indemnified Party consults with and obtains the

consent from, the Indemnifying Party in connection therewith), (2) the Indemnifying Party will reimburse the Indemnified Party promptly and periodically for the costs of defending against the Claim (including reasonable attorneys' fees and expenses) and (3) the Indemnifying Party will remain responsible for any Adverse Consequences the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of or caused by the Claim to the fullest extent provided in this Section 12.

E. The Provider shall have no liability for any claim of infringement resulting specifically from: (a) the Recipient's use of a superseded or altered release of some or all of the Material if infringement would have been avoided by the use of a subsequent unaltered release of the Material that is provided to the Recipient; (b) the combination, operation, or use of some or all of the Material or any modification thereof provided for under this Agreement with information, software, specifications, instructions, data, or materials not furnished by the Provider if the infringement would have been avoided by not combining, operating, or using the Material or the modification thereof, with such information, software, specifications, instructions, data, or materials; (c) some or all of the Material or the modification thereof, which is based on the Recipient's Material but only to the extent that such Material is Recipient's; or (d) any information, design, specification, instruction, software, data or material not furnished by or on behalf of the Provider.

F. In the event that some or all of the Material is held or is believed by the Provider to infringe, the Provider shall have the option, at its expense, to: (a) modify the Material so that it meets the same specifications so as to be non-infringing; (b) replace the Material with non-infringing material that meets the same specifications as the infringing Material; or (c) to obtain for the Recipient, at no cost to Recipient, a license to continue using the Material.

G. This section states each party's entire liability and exclusive remedy for infringement.

13. FORCE MAJEURE

Euronet shall not be liable for any delay in performing any obligation to Customer hereunder due to any cause beyond Euronet's reasonable control, including but not limited to delays by Customer, acts of other vendors, acts of civil or military authority, labor disputes, fire, riots, civil disturbance, sabotage, war, terrorism, embargo, blockage, floods, earthquakes, epidemic, delays in transportation, and governmental restrictions. Euronet time to perform shall be increased to the extent necessitated by such causes.

14. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at any time thereafter, nor, shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

15. REMEDIES FOR BREACH

A. BREACH BY EURONET

- i. Subject to the provisions of Section 11.A., Customer may seek damages from Euronet by written notice to Euronet upon any breach of Euronet's obligations under this Agreement if such breach, in the reasonable judgment of Customer, materially and adversely affects Customer and Euronet has not corrected such breach within thirty (30) days of such notice or is not working diligently in good faith to cure such breach in cases where a breach cannot reasonably be expected to be cured within thirty (30) days. In the event that Euronet fails to remedy the breach of any Program Warranty, such damages may include the cost to Customer, including without limitation internal and third party costs, of repairing any Critical Errors or other failures in the Licensed Programs. In the event Euronet fails to remedy the breach of the Services Warranty, such damages may include without limitation the cost to Customer of internal or third party resources used to remedy such failure. The licenses

granted in Section 5.A. shall continue regardless of Customer's exercise of its rights pursuant to this Section. ii.

In the event of a threatened or actual breach by Euronet of this Agreement, monetary damages alone shall not be an adequate remedy, and Customer, in addition to monetary damages, shall be entitled to injunctive, equitable, and other legal relief against such breach as may be awarded by a court of competent jurisdiction plus reasonable expenses (including attorneys fees and costs).

B. BREACH BY CUSTOMER

i. The licenses granted pursuant to Section 5 of this Agreement are irrevocable and this Agreement may not be terminated by Euronet.

ii. Subject to the provisions of Section 11.A., Euronet may seek damages from Customer by written notice to Customer upon any breach of Customer's obligations under this Agreement if such breach, in the reasonable judgment of Euronet, materially and adversely affects Euronet, and Customer has not corrected such breach within thirty (30) days of such notice or is not working diligently in good faith to cure such breach in cases where a breach cannot reasonably be expected to be cured within thirty (30) days.

iii. In the event Customer breaches any restriction under Section 5.A.iv. the parties agree that:

a. Euronet's sole and exclusive remedy shall be that Customer shall, at Customer's sole discretion and within thirty (30) days of being notified by Euronet of such breach, either: (1) pay to Euronet 2 times (2X) the revenue Euronet would have charged for the licenses of and/or EFT processing services utilizing (as determined by the offerings under the agreement causing the breach) the Licensed Programs; or (2) Customer shall remedy the breach of the restriction (by reversing the portion of the agreement that violates the restriction. If Customer elects to pay Euronet 2X the revenue Euronet would have charged, such amount shall be determined based on the average of the last three (3) comparable sales made by Euronet or based on Euronet's then-current standard pricing, whichever is less.

b. Regardless of whether Customer remedies the breach of the restriction as described above, for each breach of the restrictions under Section 5.A.iv., one (1) year shall be added to the Restriction Period.

iii. In the event of a threatened or actual breach by Customer of Sections 5.A. or 20 of this Agreement, the parties agree that monetary damages alone shall not be an adequate remedy, and Euronet shall be entitled to injunctive or other equitable relief against such breach as may be awarded by a court of competent jurisdiction plus reasonable expenses (including attorneys fees and costs). Any such remedies shall not include termination of this Agreement or any of the licenses granted hereunder.

C. No election of any remedy shall be construed as a waiver of or prohibition against any other remedy in the event of a breach hereunder.

16. BINDING AGREEMENT

This Agreement shall be binding upon the successors and permitted assigns of the parties. The parties hereto, for themselves and for their successors and permitted assigns, agree to execute any instrument in writing which may be necessary or proper to carry out the purposes and intent of this Agreement.

17. NOTICES

Any notice, request, or other communication required or permitted hereunder shall be in writing and shall be deemed properly given when delivered by the appropriate government postal service with return receipt; by a generally recognized commercial courier, postage prepaid; or when transmitted by facsimile followed by delivery of the original copy via the appropriate government postal service, addressed:

A. In case of Euronet to: Euronet USA Inc., 17300 Chenal Parkway, Little Rock, Arkansas, 72223, U.S.A., FAX 501-218-7203 Attn: Executive Vice President or to such other person or address as Euronet may from time to time furnish to Customer. Customer shall also fax a copy of such Notice to Euronet's Office of General Counsel in France at +33-1-4722-3282, or to such other number or address as Euronet may from time to time furnish to Customer.

B. In case of Customer, to the Authorized Representative and address on page one of this Agreement or to such other person or address as Customer may from time to time furnish to Euronet. Euronet shall also fax a copy of such Notice to Customer's Office of General Counsel at (501)220-4034, or to such other number or address as Customer may from time to time furnish to Euronet.

Each party shall at all times maintain an accurate and current address with the other party.

18. NON-HIRING OF EMPLOYEES

Each party acknowledges that the other party has gone to considerable time, effort, and expense to develop a well-trained, experienced and professional staff; and, in recognition thereof, during the first five (5) years of the Term of this Agreement, neither party will solicit, attempt to hire, or hire away any employee of the other party who provided services or support in connection with the Licensed Programs (except for clerical positions) to work as an employee, an advisor, or an independent consultant in connection with the Licensed Programs unless the prior written consent of the other party has been obtained or the employee has been terminated or the employee has voluntarily disassociated from the current employer for a period of at least one (1) year.

19. COMPLETENESS OF INSTRUMENT; MODIFICATIONS

This Agreement constitutes the complete and exclusive agreement of the parties with respect to the Licensed Programs and Source Materials and supersedes any prior proposals, documents, commitments, or representations of any kind whether oral or written. Customer and Euronet agree that the provisions herein prevail over any variance of trade or prior performance to the contrary. All modifications and amendments hereto must be in writing and signed by duly authorized representatives of both parties, except as expressly provided in this Agreement.

20. CONFIDENTIAL AGREEMENT, MEDIA AND MARKETING

A. By virtue of this Agreement, the parties may have access to information that is confidential to one another, including but not limited to the services performed by Euronet, the Developments, Customer Modifications, Licensed Programs, including Source Materials, the terms and pricing under this Agreement, and all information clearly identified as confidential (collectively, the "Confidential Information"). "Confidential Information" expressly includes all "non-public personal information" as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S.C. Section 6801, et seq.) and the implementing regulations thereunder (collectively, the "GLB Act"), as the same may be amended from time to time, that Euronet receives from or at the direction of Customer and that concerns any of "customers" and/or "consumers" (as defined in the GLB Act) of financial institutions that are customers of Customer.

B. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party.

C. All Confidential Information disclosed by Euronet or Customer to the other during the term of this Agreement (1) shall be deemed the property of the disclosing party, (2) shall be used solely for the purposes of administering and otherwise implementing the terms of this Agreement, and (3) shall be protected by the receiving party in accordance with the terms of Section 20. The parties agree to hold each other's Confidential Information in confidence during the Term of this Agreement, except for: i) Licensed Programs, which shall be held in confidence by Customer for the initial five (5) years after the Effective Date of this Agreement; and ii) Customer's Clients' personal information, which shall be held in confidence indefinitely. The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Agreement or to exercise its rights under the Agreement. Neither party shall reproduce in any form, or provide, disclose, or give access to such Confidential Information to any third party or to any employee not having a need to know the Confidential Information, and shall not use the Confidential Information for any purpose other than to perform its obligations and exercise its rights under this Agreement. Each party agrees to use the same degree of care it uses to protect its own confidential information of like nature and importance, but in no event less than reasonable care, including taking all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. Nothing in this Section 20 shall restrict Customer's right to furnish or otherwise provide the Licensed Programs (including Updates, Developments and Versions), Documentation and other Confidential Information to Clients or Customer's right to engage subcontractors and agents to perform work in connection with the Licensed Programs (including Updates, Developments and Versions) or Documentation, even if such subcontractor or agent is a competitor of Euronet, provided however, such Licensed Programs, Documentation and Confidential Information are provided subject to Customer's written restrictions on such subcontractor's or agents use of Customer's programs, documentation and confidential and proprietary information; such restrictions to be at least as protective of Euronet's rights in the Licensed Programs as are the provisions of this Agreement.

D. No copy of this Agreement, nor any information relating to the Agreement or discussions, negotiations, terms or conditions related to this Agreement, may be disclosed to any third party, except by reason of legal, accounting or regulatory requirements, without prior written permission of the other party. Each party agrees to exercise due diligence in limiting disclosure to the minimum necessary under the particular circumstances.

The parties shall consult with each other in preparing any press release, public announcement, news media response or other form of release of information concerning this Agreement or the transactions contemplated hereby that is intended to provide such information to the news media or the public (a "Press Release"). Neither party shall issue or cause the publication of any such Press Release without the prior written consent of the other party; except that nothing herein will prohibit either party from issuing or causing publication of any such Press Release to the extent that such action is required by applicable law or the rules of any national stock exchange applicable to such party or its affiliates, in which case the party wishing to make such disclosure will, if practicable under the circumstances, notify the other party of the proposed time of issuance of such Press Release and consult with and allow the other party reasonable time to comment on such Press Release in advance of its issuance.

21. MISCELLANEOUS

A. DISPUTES AND ARBITRATION

- i. The parties shall attempt to settle any disputes arising out of or in connection with this Agreement through negotiation and consultation before resorting to arbitration. In the event a dispute arises between Euronet and Customer with respect to the terms and conditions of this Agreement, or any subject matter governed by this Agreement, other than disputes regarding a party's compliance with the provisions of Section 20 (Confidentiality) , such dispute shall be settled as set forth in this section. If either party exercises its right to initiate the dispute resolution procedures under this section, then during such procedure any time periods providing for curing any material breach (including the payment of penalty or damages) under Section 15 shall be automatically suspended.

ii. If any party shall have any dispute with respect to the terms and conditions of this Agreement, or any subject matter referred to in or governed by this Agreement, that party (through the President, Integrated Financial Solutions division of Customer or the Managing Director of the Software Division of Euronet, as the case may be) shall provide written notification to the other party in the form of a claim identifying the issue or amount disputed and including a detailed reason for the claim. The party against whom the claim is made shall respond in writing to the claim within thirty (30) days from the date of receipt of the claim document. The party filing the claim shall have an additional ten (10) business days after the receipt of the response either to accept the resolution offered by the other party or to request implementation of the procedures set forth in subsection A.iii. below (the "Escalation Procedures"). Failure to meet the time limitations set forth in this Section shall result in the implementation of the Escalation Procedures.

iii. Escalation Procedures.

- (a) Each of the parties agrees to negotiate, in good faith, any claim or dispute that has not been satisfactorily resolved following the claim resolution procedures described above. To this end, each party agrees to escalate any and all unresolved disputes or claims in accordance with this subsection iii before taking further action.
- (b) If the negotiations conducted pursuant to subsection A.ii. above do not lead to resolution of the underlying dispute or claim to the satisfaction of a party involved in such negotiations, then either party may notify the other in writing that she/he desires to elevate the dispute or claim to the President of Customer and the President of Euronet for resolution. Upon receipt by the other party of such written notice, the dispute or claim shall be so elevated and the President of Customer and the President of Euronet shall negotiate in good faith and each use reasonable best efforts to resolve such dispute or claim. The location, format, duration and conclusion of these elevated discussions shall be left to the discretion of the representatives involved. Upon agreement, the representatives may utilize other alternative dispute resolution procedures to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in subsequent proceedings between the parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in such subsequent proceeding.

iv. Arbitration Procedures. In the event that a claim, controversy or dispute between the parties with respect to the terms and conditions of this Agreement, or any subject matter governed by this Agreement, which is subject to arbitration hereunder and which has not been resolved by use of the claims procedures described above, either party may, within thirty (30) days after the conclusion of the discussions described above, request binding arbitration of the issue in accordance with the following procedures:

- (a) Either party may request arbitration by giving the other involved party written notice to such effect, which notice shall describe, in reasonable detail, the nature of the dispute, controversy or claim. Such arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association ("AAA")

(b) The arbitration will be held in Little Rock,

Arkansas or such other city as is mutually agreed to by the parties, before a sole arbitrator who is knowledgeable in business information and electronic data processing systems. The arbitrator will be obligated to apply and follow the substantive law of the state of Florida, as provided below.

- (c) The arbitrator's award will be final and binding and may be entered in any court having jurisdiction. The arbitrator may grant injunctions or other relief in such dispute but will not have the authority to award consequential, punitive or exemplary damages, or any damages excluded by, or in excess of, any damage limitations expressed in this Agreement.
- (d) An award or order issued pursuant to any such arbitration proceeding shall be enforceable in any jurisdiction in which the party against which the award or order is entered has assets by filing a certified copy thereof in a court of competent jurisdiction, whereupon the parties hereto specifically consent to the entry of a final, non-appealable judgment confirming and enforcing said arbitration award or order.
- (e) Notwithstanding the foregoing, the parties agree that the only circumstance in which disputes between them will not be exclusively subject to binding arbitration is a circumstance in which either party has breached or threatened to breach Sections 5.A. or 20 of this Agreement and when an immediate remedy and/or prevention is required.
- (f) If either party brings an arbitration action to enforce its rights under this Agreement, each party shall bear its own costs unless otherwise ordered and directed by the arbitrator.

B. SEVERABILITY

If any provision herein shall for any reason be held invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be replaced by a mutually acceptable provision which, being valid, legal, and enforceable, comes closest to the intent of the parties underlying that provision.

C. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida. No action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of action has occurred.

D. CURRENCY

All amounts referred to herein or in other documents related to this Agreement shall be U.S. Dollars unless otherwise designated.

E. THIRD-PARTY SOFTWARE.

Exhibit C lists software from other vendors that is utilized in Euronet's standard development environment. Customer shall be responsible for obtaining licenses directly from the vendor. Except as expressly provided by vendor, such software is provided without warranty of any kind whether express or implied, including without limitation warranties of merchantability and fitness for a particular purpose, and Euronet shall assume no liability whatsoever relative to this software.

F. HEADINGS.

The paragraph headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not in any way offset the meaning or interpretation of this Agreement.

G. ASSIGNMENT.

i. Neither party shall assign, delegate, or otherwise convey or transfer (the "Assignment") its rights, interests or obligations under this Agreement to any person or entity without the prior written consent of the other party, except that either party may assign, delegate, or otherwise convey or transfer its rights, interests or obligations under this Agreement to any majority-owned subsidiary of such party or to an entity which acquires substantially all of the business assets of the business unit of such party which provides services utilizing the Licensed Programs, upon notice to, but not upon prior written consent of, Customer or Euronet, as appropriate. All obligations and duties of any party under this Agreement shall be binding on all successors in interest and permitted assigns of such party. The assignee or transferee shall, upon completion of the Assignment, automatically succeed to the corresponding rights, interests, and obligations of the assigning and transferring party and shall be a successor of such party for purposes of this Agreement.

ii. In the event Euronet proposes to sell or transfer all or substantially all of its ownership rights in the Licensed Programs, Euronet shall provide Customer with notice and the ability to make an offer for the assets Euronet is proposing to sell or transfer.

22. ENTIRE AGREEMENT

A. This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.

B. It is expressly agreed that the terms of this Agreement shall supersede the terms in any Customer purchase order or other ordering document. This Agreement shall also supersede all terms of any unsigned or "shrinkwrap" license included in any package, media, or electronic version of Euronet-furnished software and any such software shall be licensed under the terms of this Agreement, provided that the use limitations contained in an unsigned ordering document shall be effective for the specified licenses.

C. The pricing in this agreement reflects the distribution of intellectual property rights to Euronet and Customer.

The individuals executing this Agreement personally represent and warrant their capacity and legal authority in executing this Agreement for parties in the capacities shown below.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year written below.

ALLTEL INFORMATION SERVICES, INC.

Euronet USA Inc.

By

By

Gary Norcross _____
Printed Name

Printed Name

President, Integrated Financial Solutions
Title

Title

Date

Date

EXHIBIT B

LICENSED PROGRAMS
Pricing, Terms and Conditions

ITEM: Licensed Programs, including Source Materials for the IBM AS/400 and
PC-Based Products License Fee(s)

One copy of each of the following: \$5,000,000

Product

	Available in 1.5	Available in 2.2
Integrated Transaction Management - Comprehensive Transaction Set	X	X
ATM Device Support - Diebold Cash Source Plus 100/200	X	X
ATM Device Support - NCR MCD Dial Up ATM	X	X
ATM Device Support - Diebold 911	X	X
ATM Device Support - Diebold 912	X	X
ATM Device Support - Diebold Controller	X	X
ATM Device Support - NCR Native	X	X
ATM Device Support - Triton Dial Up ATM	X	X
ATM Device Support - PBM 4730 4731 4732	X	X
ACM	X	X
Communications Module - Path I	X	X
Communications Module - 5250	X	X
Communications Module - SNA/SDLC LU0	X	X
Communications Module - Path V	X	X
Communications Module - 3780 Bisync	X	X
Racal HSM Interface Module	X	X
Vendor Application Interface - Horizon	X	X
Card Management System	X	X
Euronet Bill Payment System	X	X

Euronet Commercial Internet Banking	X	X
Euronet Personal Internet Banking	X	X
Telephone Banking	X	X
ATM Availability Report	X	X
Password/Pin Management	X	X
EPA	X	X
Host PIN Verification	X	X
Voice File Management	X	X
Gold-Net	X	X
EFT Connection - Deluxe	X	X
EFT Connection - Visa DPS	X	
EFT Connection - ITS	X	X
EFT Connection - EDS	X	
EFT Connection - MAC	X	
EFT Connection - MAC ISO		X
EFT Connection - Midwest Payment Systems	X	
EFT Connection - NORWEST	X	
EFT Connection - NYCE	X	
EFT Connection - STAR		X
EFT Connection - Pulse	X	
EFT Connection - DASH	X	
EFT Connection - TYME	X	
POS Management - Visa II Message Format	X	
POS Management - ISO 8583 Message Format	X	X
POS Management - ISO 8583 Message Format with EDC		X
Communications Module - X.25	X	X
Communications Module - TCP/IP	X	X
Gold-Net (Unilateral) Settlement	X	X

Fees & Analysis	X	X
Host PIN Verification	X	X
Merchant Draft Entry		X
Merchant Management		X
POS Workstation Authorization	X	X

License Fees \$5,000,000.00

The Licenses Fee(s) shall be due and payable as follows:

- . 50% of the License Fee is due and payable upon execution of this Agreement by both parties;
- . 40% of the License Fee is due and payable on the Acceptance Date as defined in Step 5 of Exhibit E; and
- . 10% of the License Fee is due and payable twelve (12) months from the Effective Date of this Agreement, and shall be released to Euronet provided Euronet has substantially performed or is substantially performing the Maintenance and Support Services described in Exhibit D.

SERVICES

The Warranty, Maintenance and Support Services are included in the License Fees. In the event Customer requires Professional Services beyond the Warranty, Maintenance and Support Services, the parties shall consider amending Exhibit and Exhibit D to add such Professional Services pursuant to the terms of this Agreement.

The foregoing product(s) price(s) is based on the following considerations:

Onsite Requirements
 This project provides for two (2) Man Years worth of qualified resources to be dedicated to Customer, and the fees for such Support Services are included in the License Fees. One-half of one (.5) Man Year is to be at Customer's location, and the associated travel, lodging, entertainment and other out-of-pocket expenses are included in the License Fees. Any travel and related expenses in excess of US\$25,000 (twenty-five thousand US dollars) will be invoiced to Customer on an actual cost basis.

EXHIBIT C

REQUIRED HARDWARE AND SOFTWARE

Development Environment

IBM AS/400 Hardware and Related Equipment

There are no specific AS/400 hardware dependencies other than connectivity-related hardware, and adequate disk storage. Therefore it is assumed that a normal AS/400 operating environment will be provided, including adequate hardware resources for printing, distribution media, system backups, connection of Developer workstations, etc. It is further assumed that the following hardware resources will be available on the Development AS/400 for use by the ITM application.

- . Disk Storage requirement is estimated to be XXXX Gb.
- . Ethernet connectivity will be required for the Racal HSM device(s).
- . TCP/IP connectivity is recommended for the Test ATM device(s).
- . TCP/IP connectivity is recommended for the Test Hypercom device(s).
- . TwinAxial connectivity will be required for the ITM 1.5 version of EPA and Path V.

IBM OS/400 and Related Software

Model #	Feature #	Description
5733-SM3	0000	AS/400 SW Version 4.5 (or higher)
5755-AS5	0000	V4 SYSTEM PROGRAM ORDER
	2503	COMM UTIL (5769-CM1)
	2508	QUERY (5769-QU1)
	2511	DB2 QRY KIT (5769-ST1)
	2512	ILE RPG (5769-RG1)
	2516	CA WINDOWS (5769-XW1)
	2525	PERF TOOLS (5769-PT1)
	2526	ADTS (5769-PW1)
	2610	PT/400 MGR (5769-PT1)
5769-CM1	0000	COMMUN UTILITIES FOR AS/400
5769-PT1	0000	PERFORMANCE TOOLS
5769-PW1	0000	APPL DEVEL TOOLSET
5769-QU1	0000	QUERY FOR AS/400
5769-RG1	0000	ILE RPG FOR AS/400
5769-ST1	0000	DB2 QUERY MGR & SQL DEV KIT
	0000	C/C++ FOR AS/400
	0000	HTTP WEBSERVER FOR AS/400

Additional Third-party Software for the AS/400

- . Progen
- . Visual Lansa Developers Environment (required for ITM 2.2 only)
- . Visual Lansa Run-Time Environment (required for ITM 2.2 only)
- . JBA Guidelines 3.2 (required for ITM 2.2 only)

- . JBA Guidelines Run-Time Environment (required for ITM 2.2 only)

Developer Workstation

- . Visual Lansa Developer License [per seat license is required] (required for ITM 2.2 only)
- . Borland Builder Professional 4 (required for ITM 2.2 only)
- . Borland Builder Enterprise 5 (required for ITM 2.2 only)
- . Multilizer [required for multilingual product support] (required for ITM 2.2 only)
- . JBA Guidelines 3.2 [per seat license is required] (required for ITM 2.2 only)
- . Parity/Dialogic Graphical VOS 7 [required only for personnel developing IVR server scripting]
- . IBM Client Access (required for ITM 2.2 only)

Development Network

- . Hypercom IENView (required by Hypercom in order to obtain support from Hypercom)
- . PCAnywhere (optional, but recommended for remote support purposes)
- . Various EFT Network simulators [optional, but recommended whenever available from Network (eg: Honor)]

Telephone Banking Server

- . Alliance I-4000 Telephony Server Platform
- . Windows NT Server 4.0 (w/Svc Pack 6)
- . Parity/Dialogic Graphical VOS 7
- . Client Access Express

Internet Banking Server

- . Windows NT Server 4.0 (w/Svc Pack 6a)
- . MS Internet Information Server
- . Client Access Express

Other Hardware

- . Thales/Racal Model # RG7100 Host Security Module
- . Spare Thales/Racal Model # RG7100 Host Security Module (optional, but recommended)
- . Diebold ATM for Testing Purposes.
- . NCR ATM for Testing Purposes.
- . Triton Dialup ATM (optional, but recommended for testing purposes).
- . Hypercom IEN 6000 (optional, but recommended for testing purposes).
- . EPA (optional, but recommended for testing purposes).

EXHIBIT D

MAINTENANCE AND SUPPORT SERVICES

Euronet agrees to provide the following Maintenance and Support Services to Customer for all components/modules of the Licensed Programs listed in the Exhibits to this Agreement as part of the purchase consideration for the transaction. The obligations and activities described in items 1 through 5 below shall be referred to as the "Maintenance Services". The two (2) man years of services described in Item 6 below shall be referred to as the "Support Services".

1. Delivery of technical and user Documentation that currently exists as well as any updates or modifications to such Documentation including updates to the Documentation for Updates during the Update Period.

2. Installation of the Licensed Programs in accordance with of Exhibit E.

3. During the Update Period, Delivery to Customer of all Updates to the Licensed Programs that Euronet generally makes available to its licensed customers.

4. First level support (i.e., support provided by Euronet directly to designated Customer EFT Network personnel) for the initial twelve (12) months following the Effective Date of the Agreement; and second level support (i.e., support to be provided solely to Customer's support department personnel) for Customer's EFT Network during the subsequent six (6) months.

5. For version 2.2 only, Euronet will provide the enhancement and related Documentation (and any subsequent corrections) for all messaging, modules or programs required to support Europay MasterCard Visa (EMV) chip-based (vs. magnetic stripe) cards, regardless of when the enhancement is completed by Euronet, but no later than the time when such enhancement is made commercially available to other customers of Euronet.

6. Two (2) Man Years of "Support Services" to be provided with qualified technical resources who are knowledgeable in the development, implementation and/or operation of the Licensed Programs. "Man Year" shall be defined as the equivalent of an 8-hour day multiplied by 245 days. Such Support Services shall be used to provide such consulting and/or development services as are requested by Customer, which may include:

- . Training
- . "Shadowing" Euronet personnel during upcoming software installation at a customer location.
- . Technical development level support and other support.

All other Services requested by Customer and not listed above shall be performed pursuant to Sections 7.B., 8 and 10 of the Agreement.

EXHIBIT E

INSTALLATION AND ACCEPTANCE

Installation of the Standard Licensed Programs shall consist of the successful completion of all of the following steps/processes:

1. Promptly following the Effective Date, Customer shall commence Training.
2. Promptly following the Effective Date, Customer shall commence acquiring the necessary hardware and software resources to establish Customer's development environment, as required by Article 9 of the Agreement. It is anticipated that such hardware and software acquisitions will take sixty (60) days to complete.
3. Beginning on the date that Step 2 above is completed, Euronet shall commence installation of the Standard Licensed Programs and creation of the development environment within the Customer's existing Aldon CMS environment at Customer's facilities in Maitland, Florida. It is anticipated that these activities to complete this Step 3 will be completed within thirty (30) to forty-five (45) days following the completion of Step 2 and will include the following activities:
 - . Euronet will distribute the Standard Licensed Programs to Customer (in both source and object code), including default data content for control parameters.
 - . This distribution will be organized in a manner suitable for checking these objects in to Customer's Aldon CMS environment (said organization is yet to be defined).
 - . Customer will be responsible for merging these objects and database files into the Customer development and/or change management environment(s). Euronet will provide consultation in connection with this effort.
4. Euronet will create a full ITM release for all of Version 2.2 of the Licensed Programs from the development system established in Step 3. This extraction will be used to install Version 2.2 of the Standard Licensed Programs on a separate Customer testing system. This step shall be completed within sixty (60) to ninety (90) days after the completion of Steps 2 and 3 above and include the following activities:
 - . Customer and Euronet shall create a distribution of a new system from the development environment created in Step 3 above. Euronet shall provide consulting assistance as needed during this procedure.
 - . Euronet shall validate the content of this distribution to ensure that the libraries are complete and accurate. Any deficiencies will be described in writing to Customer within seven (7) days of the completion of the validation in order to allow for adjustments in Customer's distribution techniques and procedures. If it is determined that adjustments to the distribution procedures are required, Customer shall regenerate the distribution, and Euronet shall revalidate the distribution, before continuing.
 - . Euronet will receive the completed distribution and populate the control parameters with default data relevant to the components included in this distribution. (It is recommended that Customer participate in this process as part of training.)
 - . Euronet shall set up a build and distribution environment on the Customer's development system for the Licensed Programs.
5. The Version 2.2 of the Standard Licensed Programs must meet the standard of performance set forth in this Step 5 before the Licensed Programs will be considered accepted by Customer. It is anticipated that the acceptance testing will be completed within thirty (30) days of the completion of Step 4 above and will include the following activities:

- . Customer and Euronet shall jointly install the newly distributed Standard Licensed Programs and data (created in Step 4 above) into a test system (the "TEST") to be located at Customer's HORIZON Technology Center East in Albany, New York.
- . TEST will consist of a system with all components necessary to provide online authorizations of transactions through the EFT Network.
- . The installation of TEST will include the "localization" and "integration" of various control parameters and databases (e.g.: datacomm, device-specific parameters, Test Cards, etc.)
- . TEST will include a Horizon data set (to be determined by Customer), which dataset shall be adequate for the test and acceptance transaction set.

The standard of performance shall be that Version 2.2 of the Standard Licensed Programs and the EFT Network operate in material conformity with the Documentation and Customer is successfully processing all documented transactions through Customer's EFT Network and driving an ATM, which shall be verified using the Installation Checklist (attached hereto as Attachment 1 to Exhibit E) (the "Acceptance Standard").

Acceptance of the Licensed Programs shall be in accordance with the following procedures:

- (a) Upon the installation of the Licensed Programs, Customer shall have thirty (30) days from the installation of TEST to verify that the Licensed Programs operate in material conformity with the Acceptance Standard. Euronet shall be in attendance as may be reasonably required by Customer to assist in the performance of the acceptance testing of the Licensed Programs and to promptly rectify any errors which may manifest themselves during acceptance testing.
- (b) Within fifteen (15) days after the expiration of Customer's testing period, Customer shall indicate in writing whether or not the Licensed Programs meets the Acceptance Standard. In the event that after testing the software fails to comply with the Acceptance Standard, then Customer shall make a written list of defects which cause non-compliance. Euronet, at no additional charge to Customer, shall have fifteen (15) days from the date of delivery of notice to replace, add, or modify the software to cure the listed defects and to re-deliver such software to Customer. Thereafter, Customer shall resume the acceptance testing and Euronet shall resume corrections until the software successfully passes such tests. The date that the Licensed Programs is accepted shall be the "Acceptance Date." If Customer does not timely verify conformity with the Acceptance Standard or does not provide timely notice of defects, the Licensed Programs shall be deemed accepted. Customer also agrees that if Customer uses, distributes or otherwise provides the Licensed Programs to any clients (other than in connection with EFT Network Services), the Licensed Programs shall be deemed to have been accepted.

The final responsibility to review the functionality of the Licensed Software provided by Euronet rests with the Customer. Because of the unique nature of each Customer environment, the Customer should test all Licensed Software provided by Euronet in Customer's own "test environment."

The parties agree that none of the activities set forth in this Exhibit E shall count towards the two (2) many years of Support Services described in Exhibit D.

[NEED TO ATTACH THE INSTALLATION CHECKLIST AS AN ATTACHMENT TO THIS EXHIBIT.]

EXHIBIT F

INCIDENT RESOLUTION

Problem Severity Levels

The Euronet Customer Service Representative ("CSR") will assign the severity level to an incident; however, the Customer can instruct the CSR to adjust the severity level of a problem and Euronet will react accordingly.

Minor (Level 1)

Target resolution timeframe is thirty (30) days or less.

A Level-1 problem is defined as one in which an important function or process has an error, but the system is functioning. The problem exposes the Customer to little or no risk of financial loss or downtime. Minor problems should be addressed by Euronet within thirty (30) days. Euronet may determine that a Minor problem will not be corrected if the impact of the problem is not materially affecting the functionality of the system. Customer will be notified of that determination and will have the option to request Euronet correct the problem on a billable basis.

Major (Level 4)

Target Resolution timeframe is fifteen (15) days or less

The following types of situations will be classified as a Level-4 problem:

- An important function or process has an error but the system is functioning. There is some risk of financial loss because of the problem, but the Customer can identify and mitigate the risk through normal balancing procedures or other operational means.
- A Level-1 problem that has not been resolved within thirty (30) days will be reclassified to a level-four support item.

Critical (level 7)

Target Resolution timeframe is five (5) days or less.

The following types of situations will be classified as a Level-7 problem:

- An important function or process has an error but the system is functioning. There is a high risk of financial loss and/or downtime because of the problem, but the Customer can identify and mitigate the risk through operational means.
- A Level-4 problem that has not been resolved within thirty (30) days will be reclassified to a Level-7 support item.

An estimated resolution time period will be established during the same business day in which the Customer reports the problem. The CSR will periodically communicate with the Customer as to status and progress leading to resolution.

Emergency - Level 10

Level-10 problems are the most urgent and indicate severe action is required. This is generally defined as a "system down" situation in which a Euronet application is out of service or there is a high risk of financial loss as a result of the problem and the Customer is unable to identify and mitigate the risk through operational means.

The CSR will take immediate action to resolve. The direct manager of the CSR, the Account Relationship Manager, and the Vice President of Customer Service will be notified immediately. If within four (4) hours the problem has not been corrected, the CSR will escalate to management so as to facilitate assignment of additional resources to resolve the problem. Euronet will continue working around the clock until the problem is corrected and the system is operational. Customer also commits to around the clock

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involvement and will remain onsite and involved in the resolution of the problem. If within 48 hours the condition is not resolved, a determination will be made jointly by Customer and Euronet as to whether an onsite presence by a Euronet resource is required. Such onsite support will be provided at no cost to Customer (and shall not count towards the two (2) man years of Support Services), except that Customer will reimburse Euronet for travel and lodging expenses.

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