

CANTALOUPE, INC.
RENTAL TERMS AND CONDITIONS

These Rental Terms and Conditions, together with the ordering documents and the Master Services Agreement, govern the Customer's rental of cashless devices (the "Equipment") from Cantaloupe, Inc. (CTLP) (together, the "Agreement").

1. TERM, TERMINATION, RENTAL AND PURCHASE

1.1. Term.

- 1.1.1. The rental period shall commence on the date the ordering document is signed by CTLP ("Effective Date") on the signature page of the ordering document. The rental period may be terminated at any time by Customer upon sixty (60) days written notice to CTLP at customerservice@cantaloupe.com. All billing of fees continues during the notice period.
- 1.1.2. Unless another shipping date is agreed in the ordering document, CTLP will ship the Equipment by a schedule and by a shipping method deemed appropriate by CTLP.
- 1.1.3. Upon shipment by CTLP the risk of loss, damage, or destruction of the Equipment for any reason shall be borne by Customer. Customer shall pay, or CTLP shall be reimbursed by Customer for, all costs of shipping incurred in connection with the delivery of the Equipment to Customer by CTLP.
- 1.1.4. Customer agrees to pay to CTLP a one-time per unit activation fee and shipping and handling, which shall be invoiced separately at the time of shipment of the Equipment.
- 1.1.5. Customer shall return any defective Equipment to CTLP for service, according to CTLP's Return of Merchandise Authorization (RMA) procedures. CTLP will repair and return the Customer returned Equipment or exchange for like equivalent equipment. If it is determined the Equipment has been damaged by vandalism or negligence on part of the Customer, customer will be responsible to pay the repair cost or the Net Book Value ("NBV"), the lesser of the two amounts.

1.2. Termination. At the end of the rental period, unless Customer has entered into a new Agreement with CTLP governing the purchase, lease or rental of the Equipment, Customer agrees to do one of the following:

- 1.2.1. Return the Equipment to CTLP in good working order within sixty (60) days, or
- 1.2.2. Purchase the Equipment at the Fair Market Value ("FMV") plus all applicable taxes. FMV is determined by CTLP in its reasonable discretion and is available from CTLP upon request. Invoices for FMV purchases are payable upon receipt. Customer will be invoiced FMV for all Equipment that is not returned to CTLP within sixty (60) days or that is not in good working order upon its return.

2. Use of the Equipment.

2.1. Maintaining the Equipment. Customer shall maintain the applicable Equipment in good operating condition and protect it from vandalism and deterioration, normal wear and tear excepted. Customer shall not permit any physical alteration or modification of the Equipment. Customer shall comply with all governmental laws, rules and regulations relating to the use of the applicable Equipment. Customer shall also be responsible for obtaining all permits required to operate the applicable Equipment.

2.2. Insurance. Customer shall procure and maintain adequate insurance against loss by fire, theft, vandalism, and all other hazards. Customer shall provide to CTLP proof of insurance upon request. The loss, destruction, theft, or damage of or to the Equipment shall not relieve Customer from its obligation to make the monthly rental or any other payments due hereunder.

2.3. Title. Customer acknowledges that at all times during the rental period CTLP retains title to the rented Equipment unless CTLP agrees otherwise in writing. Customer agrees to execute and deliver to CTLP any statement or instrument that CTLP may request to confirm or evidence CTLP's ownership of the Equipment. Customer shall not create, incur, assume or allow to exist, any consensually or judicially imposed liens or

encumbrances on, or part with possession of, the applicable Equipment without the prior written consent of CTLP.

3. Payment of Amounts Due.

3.1. The monthly fees due hereunder, applicable taxes, tax administration fees, and any and all other amounts due to CTLP by Customer hereunder or under the ordering document shall be deducted by CTLP from the revenues generated by the Customer vending machines. At the end of each calendar month, CTLP shall immediately and on a priority basis deduct from the revenues generated by the Customer vending machines the monthly fees due for such calendar month until such amounts have been paid in full. If Customer believes that any billed amount or invoice is incorrect, Customer must contact CTLP in writing within thirty (30) days of the payment or invoice date, setting forth the details of the amount in question and Customer's basis for asserting its inaccuracy in order for Customer to be considered eligible to receive an adjustment.

3.2. If at the end of any calendar month, the revenues generated by the Customer's vending machines are not sufficient to pay the fees due, then CTLP shall roll forward the amount due to the next calendar month and continue to do so until the balance due is paid. If at the end of any calendar quarter, the revenues generated by the Customer's vending machines shall not be sufficient to pay the fees due during calendar quarter, then CTLP may invoice Customer for the amount due and payable, and Customer shall pay such invoice within thirty (30) days.

3.3. Customer's failure to timely pay any invoice or other amounts due gives CTLP the right to deduct payment from Customer's transaction revenue on the CTLP network, regardless of whether it was collected through transactions connected with the Equipment.

4. Default; Remedies.

4.1. If Customer fails to pay to CTLP any amounts due hereunder when due, or if Customer defaults in any material respect in the performance or observance of any obligation or provision of these Terms and Conditions or any ordering document, any such event shall be a default hereunder.

4.2. Upon the occurrence of any default, CTLP may, at its option, by written notice to Customer, either (i) terminate the rental period on any or all of the Equipment, repossess the Equipment and proceed in any lawful manner against Customer for collection of all charges that have accrued and are due and payable, or (ii) accelerate and declare immediately due and payable all monthly rental fees for the remainder of the applicable rental period, not as a penalty but as liquidated damages for CTLP's loss of the bargain. Upon any such termination for default, CTLP may proceed in any lawful manner to obtain satisfaction of the amounts owed to CTLP and, if applicable, CTLP's recovery of the Equipment, including entering onto Customer's premises to recover the Equipment. In any case, Customer shall also be responsible for CTLP's costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment.

5. Software License. Customer acknowledges and agrees that the computer programs, computer software, specifications, data, images, designs, codes, configurations, ("Software") contained in or utilized by the Equipment and CTLP's SeedLive network are proprietary and confidential to CTLP and protected under United States copyright law. Subject to the terms and conditions contained herein and payment of all fees hereunder, CTLP grants Customer a limited license to use the Software solely on the Equipment on which it was installed and for the sole purpose of operating the Equipment in accordance with CTLP instructions. Customer shall not copy, modify, adopt, translate, merge, reverse engineer, decompile, or disassemble, the equipment or Software, or create any derivative works based on the Equipment, USALive® network or Software.

6. Warranty, Extended Warranty, and RMA Procedures.

6.1. Warranty. CTLP warrants that the Equipment shall be fully functional and free from defects in material and workmanship and shall materially conform to its functional specifications (the "Warranty"), for the period stated in the ordering documents or, if no period is stated in the ordering documents, a period of three (3) years from delivery (the "Warranty Period"). The Warranty shall not apply to: 1) accidents, vandalism, abuse, alteration, or modification of the Equipment, 2) failure to maintain a suitable environment, including appropriate power supply and protection from elements, or 3) misuse of the Equipment. CTLP's obligation under the Warranty is limited to the repair or replacement of the Equipment, at CTLP's option, and Customer shall utilize CTLP's RMA Procedures for all warranty claims. CTLP disclaims all other warranties express or implied, including without limitation, warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement.

6.2. Extended Warranty. Customer shall maintain warranty coverage on all rented Equipment during the rental period. At the end of the Warranty Period, Customer shall pay an additional monthly fee to extend the Warranty month-to-month through the remainder of the rental period (an "Extended Warranty Fee").

6.3. RMA Procedures. Customer shall contact CTLP for RMA procedures at customerservice@cantaloupe.com. No Equipment shall be returned to CTLP until Customer receives written instructions regarding return procedures, including, without limitation, a RMA number. Such repair or replacement shall be made at CTLP's designated facility, and shall be at CTLP's expense; provided, however, that all transportation and inspection charges covering any such returned Equipment that proves not to be defective in accordance with the terms of such warranty shall be paid by Customer. The warranty in this Section shall not extend to any labor charges for physical removal and/or replacement of defective Equipment.

7. Indemnification. Customer shall indemnify and hold CTLP and its agents and representatives harmless from and against any and all losses, liabilities, damages and expenses, (including attorneys' fees) resulting from (a) the operation, use, condition, liens against, or return of the Equipment, or (b) any breach by Customer of any of its obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from CTLP's gross negligence or willful misconduct.

8. Limitation of Liability. CTLP shall not be liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. CTLP shall not be liable for the use of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. In no event shall either party hereto be liable for any punitive, incidental, or consequential damages or any damages for loss of profits, business interruption, loss of information, or pecuniary loss, even if such party has been advised of the possibility of such damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CTLP AND ITS SUPPLIERS' ENTIRE LIABILITY TO CUSTOMER SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO CTLP DURING THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO DAMAGES.

9. Assignment. CTLP may assign or transfer this Agreement or CTLP's interest in the Equipment or grant a security interest therein to one or more assignees without notice to Customer. This Agreement or any ordering document may not be assigned or transferred by Customer without the prior written consent of CTLP, and any attempted assignment without such consent will be void.

10. Governing Law; Severability. This Agreement shall be governed by and will be construed in accordance with the laws of the Commonwealth of

Pennsylvania (without applying its conflicts of laws principles). If any part of this agreement is not enforceable, the remaining provisions will remain valid and enforceable.

11. Assurances. Each of CTLP and Customer shall at the request of the other party, execute and deliver to such other all such further instruments, assignments, assurances and other documents as such other party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated herein.

12. Network Services, and Activation Fees. The Customer shall pay to CTLP a monthly fee per Equipment activated device or system connected to the CTLP processing network for Wireless or Ethernet communications, web-based transaction reporting, financial/accounting transaction services, and customer support services, as specified in the ordering document. CTLP will also charge Customer these fees if Customer assumes rental responsibility of Equipment from another customer. CTLP will include an initial fee to register each device or system installed and linked to the CTLP processing network on the invoice. This may include but is not limited to the registration of a SIM card or wireless module required to establish wireless communications or an Ethernet connection, in addition to administrative setup for Customer to receive EFT payments, Merchant ID assignment, and access to USALive® reporting.

13. Device Settings. All Equipment will be shipped to Customer with the following device default settings: (a) Single-Vend – OFF; (b) Multi-Vend – ON; (c) Cash – ON and (d) DEX – OFF (e) Standard and Maximum Pre-Authorization Amount \$5.00.

14. SIM Cards and Wireless Modules. All SIM cards and Wireless Modules remain the property of CTLP and must be returned to CTLP upon termination of the rental period.

15. Pre-Authorization and Settlement. Customer agrees for all transactions, every card will be submitted to the card processor for card validation and transaction authorization in accordance with the Customer's ePort Connect Services Agreement. Customer agrees that for any transaction during the settlement process that is subsequently declined by the card processor for non-sufficient funds (NSF) or other reasons, the risk of the associated loss of vended product, settlement funds and transaction fee for that transaction shall be borne by the Customer.

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

17. Entire Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. This Agreement represents the complete and exclusive statement of the terms of the agreement between the parties regarding the subject matter hereof and include any and all fees from all other prior agreements, representations, discussions or understandings, whether written or oral, between them relating to the subject matter hereof. This Agreement may not be modified or supplemented except in writing executed by both parties.