

CANTALOUPE, INC.
MASTER SERVICES AGREEMENT

Cantaloupe, Inc., a Pennsylvania corporation, located at 101 Lindenwood Drive, Malvern, Pennsylvania 19355, together with its affiliates including Three Square Market, Inc., (hereinafter "**Cantaloupe**"), offers point-of-sale and other payment processing solutions (together with any other services provided by or on behalf of Cantaloupe in connection with this Agreement, the "**Services**") through which an Operator can sell its products and services on the internet (a "Card Not Present Transaction") or through point-of-sale kiosks, fixtures, coolers, freezers, locks and similar devices (a "Card Present Transaction") in combination with other hardware, such as telemeters, antennas and accessories, the type, quantity, and other characteristics made available by Cantaloupe or otherwise interoperating with the Services (the "**Hardware**"), and to access, execute, install, load, host, store, run and use the software ("**Cantaloupe Software**") and applications (the "**Software Services**"). Cantaloupe will be responsible for all order processing (excluding Card Not Present Transactions), payment processing and other services agreed to by Cantaloupe and Operator. Operator may manage orders for both Card Present and Card Not Present Transactions, and manage revenues, track delivery and otherwise monitor sales of their products and services for Card Present Transactions using an application or online dashboard provided by Cantaloupe (the "**Dashboard**"). In addition, Cantaloupe offers optional integration, implementation, and other professional services (the "**Professional Services**"). The Services, Hardware, Software Services, Dashboard, and Professional Services shall be referred to collectively as the "**Products and Services**."

This Master Services Agreement ("**Agreement**") permits Operator (as identified on the Order Form) to purchase Services, Hardware, and Professional Services from Cantaloupe pursuant to Cantaloupe activation and order forms referencing this Agreement (collectively, "**Order Form(s)**") and sets forth the terms and conditions under which those services will be delivered. To the extent any payments for sales transactions that are payable to Operator are received by Cantaloupe, Operator hereby appoints Cantaloupe as its authorized agent and representative to receive such payments in accordance with this Agreement.

Operator hereby acknowledges and affirms that this Agreement governs Operator's purchase of Products and Services under each Order Form and Statement of Work executed or delivered, as such Order Forms and Statements of Work may be amended, supplemented, restated, enhanced, modified or replaced, and all updates thereto. This Agreement incorporates any and all attachments, exhibits, Statements of Work and Order Forms, schedules and attachments executed or authenticated by the Parties. Cantaloupe and the Operator are hereinafter sometimes referred to individually as a "**Party**" and collectively as the "**Parties**".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. PRODUCTS AND SERVICES

1.1. Provision of Products and Services. Cantaloupe will make the Products and Services available to Operator during the term of this Agreement, as further described in the applicable Order Form and on the Cantaloupe website(s) (the "**Cantaloupe Website**"), and Cantaloupe hereby grants to Operator a non-exclusive, non-transferrable, terminable, limited license to use the Products and Services on the terms set forth herein. The Products and Services include provision of the Dashboard and may include such other services as Operator elects to receive on the applicable Order Form or over the Cantaloupe Website. Cantaloupe shall have the right, from time to time in its sole and absolute discretion, to add to, modify, discontinue or withdraw any one or more of the Products and Services should Cantaloupe deem it necessary to do so. Each change will be an amendment to Operator's Products and Services, shall be done in the ordinary course of business with notice to Operator through the Dashboard or by email, newsletter or notice on the Cantaloupe Website, and shall be implemented in accordance with this Agreement.

1.2. Access to Dashboard. During the term of this Agreement, Operator may access and use the Dashboard solely for its own benefit and in accordance with the terms and conditions of this Agreement. Use of and access to the Dashboard is permitted only by (i) Operator's employees and (ii) independent contractors and consultants who are not competitors of Cantaloupe ("**Contractors**"), in each case who are made aware of the terms and conditions of this Agreement and agree to comply with the terms and conditions hereof ("**Permitted Users**"). If Operator is given passwords to access the Dashboard or any other Cantaloupe systems, Operator shall require that all Permitted Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Operator shall be responsible for any and all actions that are taken by any party using Operator's accounts and passwords, including all actions and use by the Permitted Users. Operator shall immediately

notify Cantaloupe if there is any unauthorized access to Operator's accounts or passwords.

1.3. General Restrictions. Operator shall not (and shall not permit any third-party to): (i) rent, lease, copy, provide access to or sublicense the Products and Services to a third-party; (ii) use any Service to provide services to, or incorporate any Service into any product or service provided to, a third-party, (iii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Products and Services, except to the extent expressly permitted by applicable law (and then only upon advance notice to Cantaloupe), (iv) modify any of the Products and Services or create any derivative product from any of the foregoing, (v) remove or obscure any proprietary or other notices contained in any Service (including any reports or data printed from the Dashboard), or (vi) publicly disseminate information regarding the performance of the Products and Services.

1.4. Processing Agreement and Operator Agreements with Processor; Compliance with Laws, Rules and Regulations; Prohibited Activities.

1.4.1. Processing Agreement and Operator Agreements with Processor. Cantaloupe is a submitter under a processing agreement ("**Processing Agreement**") with a payment processor (the "**Processor**") who is a member of the Card Organizations. In order for Cantaloupe to process Operator's transactions, Operator may be required, in accordance with Card Organization Rules (defined below) to enter into certain direct agreements with the Processor to be a sub-merchant of Cantaloupe under the Processing Agreement so that Operator's transactions can be submitted to the Processor. Operator agrees to enter into the additional agreements with Cantaloupe and the Processor (the "**Operator Processing Agreements**") that are required by the Processor and Card Organization Rules and to provide Processor with any information that it requests in connection therewith. When

required to enter into an agreement with the Processor, Operator acknowledges and agrees that it shall not be able to sell the Operator Products (as defined in Section 1.5.1 of this Agreement) through the Hardware or use the Products and Services, and Cantaloupe shall not be required to provide the Products and Services, until Operator has been approved by Processor as a sub-merchant of Cantaloupe under the Processing Agreement. Additionally, Cantaloupe may from time-to-time transfer Operator's transactions to a different Processor, and in such event, Operator agrees to enter into any required agreements with, and to provide any requested information to, such new Processor.

1.4.2. Compliance with Laws, Rules and Regulations. Operator acknowledges and agrees that sales of Operator Products through the Hardware or otherwise in connection with the Products and Services are subject to (i) applicable laws, rules and regulations (collectively, "**Applicable Laws**") of the United States and other relevant jurisdictions (including import and export laws further described in Section 1.6.2 of this Agreement), including laws, rules and regulations (a) that prohibit unfair, deceptive and/or abusive practices (UDAAP laws) that apply to Operator's marketing and sale of the Operator Products, (b) relating to anti-money laundering regulations and Office of Foreign Assets Control regulations, and (c) relating to privacy and data security, including the Gramm-Leach-Bliley Act, General Data Protection Regulation (GDPR) and state data privacy statutes such as the California Consumer Privacy Act (CCPA); (ii) the standards, bylaws, rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) (collectively, the "**Card Organization Rules**") imposed or adopted by any entity formed to administer and promote credit, debit and other cards, including MasterCard International, Inc., Visa, Inc., Discover Financial Services, LLC and any applicable debit networks (the "**Card Organizations**"), and other authorities that govern the payments industry generally, including the PCI Security Standards Council ("**PCI SSC**"); and (iii) the rules, guidelines and policies of Cantaloupe that Cantaloupe may notify Operator of from time to time in order for Cantaloupe to meet its obligations with respect to Applicable Laws, the Card Organizations Rules, the PCI SSC Data Security Standards and the rules, policies and guidelines of its third-party payment processors (collectively, the "**Cantaloupe Policies**"); and (iv) the Operator Processing Agreements. Operator covenants and agrees that it shall conduct its business at all times in compliance with all Applicable Laws, Card Organization Rules, PCI SSC Data Security Standards, Cantaloupe Policies and the Operator Processing Agreements and in accordance with best industry practices. Operator acknowledges and agrees that it may not use the Products and Services to sell Operator Products or process transactions that are in and of themselves illegal or which involve illegal or prohibited products, including the products that are prohibited by the Card Organizations, the Processor or the Cantaloupe Policies from time to time. Cantaloupe shall conduct its business at all times in compliance with all Applicable Laws. Information regarding the Card Organization Rules may be found on the Card Organizations' websites, in each case as amended or

modified during the term of this Agreement and at such other replacement site created by the Card Organizations during the term of this Agreement.

1.5. Operator Products, Appointment and Licenses by Operator.

1.5.1. Operator Products. "**Operator Products**" means any assets, goods and/or services of Operator that are sold by Operator through the Hardware or otherwise using the Products and Services. The Operator Products the Operator intends to sell utilizing any of the Products and Services for Card Present Transactions must be food and beverage, laundry, parking meters, amusement, or air/vacuum/carwash, hereinafter, the "Approved Operator Products". Operator must receive approval in advance of selling other than Approved Operator Products. All Operator Products and services to be sold in a Card Not Present Transaction must be approved in advance by Cantaloupe. Cantaloupe may suspend or terminate the provision of the Products and Services in the event of sale of any unapproved Operator Products by Operator.

1.5.2. Appointment as Payment Facilitator. Operator hereby appoints Cantaloupe, and Cantaloupe hereby accepts such appointment, as the submitter of Operator's transactions under the Processing Agreement. Any collection or receipt of Operator's payments by Cantaloupe from Operator's customer in accordance with sale of Operator Products ("Cardholders"), is done at the express direction of Operator, and Operator hereby directs Cantaloupe to collect and process payments on Operator's behalf in accordance with this Agreement and the Processing Agreement. The Parties acknowledge and agree that receipt by Cantaloupe of monies or payments that are due to Operator from Cardholders for the sale of Operator Products through the Products and Services shall satisfy the Cardholder's obligation to Operator up to the amount of monies or payments received by Cantaloupe.

1.5.3. License to Use Operator Intellectual Property. Operator hereby grants to Cantaloupe, during the term of this Agreement, a worldwide, non-exclusive, irrevocable, royalty-free limited license to use Operator's organizational name, those trademarks, service marks and tradenames owned or held by Operator ("**Operator Intellectual Property**") as necessary to Cantaloupe in the provision of the services to Operator under this Agreement, including Operator's name and applicable Operator Product trademarks. If Operator is ordering Hardware customized to include any Operator Intellectual Property, Operator grants Cantaloupe and its affiliates a worldwide, fully transferable license, royalty-free, to use, reproduce, distribute, create derivative works of and publicly display such Operator Intellectual Property. Operator warrants, and shall fully indemnify Cantaloupe against any claims to the contrary, that (i) Operator possesses all necessary rights to provide such licenses and make the warranties herein with respect to the Operator Intellectual Property, (ii) the Operator Intellectual Property does not infringe, misappropriate, use or disclose any copyright, trade secret right or other intellectual property of any third party, and (iii) the Operator Intellectual Property is not unlawful, fraudulent, defamatory, or otherwise

objectionable. Operator acknowledges that order specifications for Operator Intellectual Property or other customizations, can only be approximated and not guaranteed.

1.6. Operator Product Obligations.

1.6.1. Premises Agreements; Warranty, Support and Maintenance Obligations. Operator shall be solely responsible for providing and entering into the applicable terms with property owners/managers (each location, a "Premises") for Operator's use of the Products and Services (each, a "**Premises Agreement**"), if necessary or applicable. Operator shall be solely responsible for providing all warranty, support, maintenance or any other after-sales obligations to Cardholders purchasing such Operator Products.

1.6.2. Export Controls. In its use of the Products and Services, Operator agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (a) Operator represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (b) Operator shall not (and shall not permit any of its users to) access or use the Products and Services in violation of any U.S. export embargo, prohibition or restriction, and (c) Operator shall not submit to the Products and Services any information that is controlled under the U.S. International Traffic in Arms Regulations.

1.7. Suspension of Products and Services. In addition to Cantaloupe's right to terminate this Agreement pursuant to Section 7.2 below, Cantaloupe reserves the right to suspend provision of the Products and Services at any time and with or without prior notice to Operator (although written notification will be provided) with respect to any or all of the Operator Products: (i) if Operator breaches any representation, warranty, covenant or obligation in this Agreement or the Operator Processing Agreements; (ii) if Operator violates or is charged with violating any Applicable Law or breaches or violates any Card Organization Rule, PCI SSC Data Security Standard, Cantaloupe Policy or Processing Agreement; (iii) if Cantaloupe reasonably believes that any such breach or violation has occurred; (iv) if Cantaloupe is notified of any claim regarding Operator or the Operator Products including material or excessive complaints from end-users or believes such a claim to be likely; (v) if Cantaloupe receives material complaints regarding Operator from any of its payment processors, Card Organizations or other partners (including for excessive Refunds or Chargebacks); (vi) if Cantaloupe reasonably determines suspension is necessary to avoid the risk of material harm to Cantaloupe or its business for any reason; or (vii) for inactivity if no transactions involving Operator Products have occurred in a consecutive three (3) month period.

1.8. Cantaloupe Software. If the Products and Services contemplated hereunder or on any applicable Order Form include access to software that the Operator may download onto any Hardware, in addition to those terms and conditions contained herein, the terms and conditions attached hereto as "**Schedule 1**" (which are hereby

referenced and incorporated into this Agreement) shall also apply.

2. PROFESSIONAL SERVICES. Cantaloupe shall provide the Professional Services purchased by Operator in the applicable Order Form.

2.1. The scope of Professional Services shall be as set forth in a Statement of Work ("**SOW**") executed by the Parties describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Unless Professional Services are provided on a fixed-fee basis, Operator shall pay Cantaloupe at the per hour rates set forth in the Order Form (or, if not specified, at Cantaloupe's then-standard rates) for such Professional Services. Operator will reimburse Cantaloupe for reasonable travel and lodging expenses as incurred by Cantaloupe in the provision of the Professional Services if Operator has agreed to such expenses in the SOW.

2.2. Notwithstanding anything to the contrary in the applicable SOW and subject to the terms set forth in the SOW and this Section 2, during the term of this Agreement, Cantaloupe grants to Operator a limited, non-exclusive, non-transferable, non-sublicensable, terminable, limited royalty-free license to use, solely in connection with the Products and Services, the work product, code or deliverables, and any derivative, enhancement or modification thereof created by Cantaloupe (or its agents), that are delivered to Operator by Cantaloupe as part of the Professional Services. Cantaloupe shall retain all rights, title and interest to all proprietary information, including but not limited to such information embodied in Hardware and to any such work product, source or object code, any derivative, enhancement or modification thereof created by Cantaloupe (or its agents), including any (i) copyrights, all mask works, patents (whether patentable or unpatentable and whether or not reduced to practice), know-how, database rights and rights in software and related documentation, trademark, trade names, trade dress, logos, brand names, brand marks and organizational names, service marks, domain names, designs (whether registered or unregistered) and trade secrets (including research and development, formulas, compositions, manufacturing processes and techniques, technical data, designs, drawings and specifications), (ii) manufactured goods, parts, designs, samples or other subparts of the Hardware; (iii) financial data and information; (iv) marketing data, methods, plans and efforts, (v) information pertaining to the terms of contracts, agreements and arrangements with existing or potential customers, contractors, distributors and suppliers (vi) business research, studies, procedures, sales, costs and pricing information; (vii) applications for registration, and the right to apply for registration, for any of the same and (viii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world (collectively, "**Cantaloupe Intellectual Property**"). At no time during or after the term of this Agreement shall Operator register, attempt to register, or challenge the registration of the Cantaloupe Software, or any proprietary material, trademarks, slogans, designs or trade names confusingly similar to Cantaloupe's marks ("**Cantaloupe Brands**"). The Cantaloupe Brands shall at all times be exclusively owned by Cantaloupe and may be used only under the quality control of Cantaloupe. Operator may not copy, reproduce, distribute, (except as set explicitly forth in this Agreement), reverse engineer, decompile or disassemble the Cantaloupe Software or Hardware or other Cantaloupe Intellectual Property, as the case may be.

Unless expressly agreed to in writing by Cantaloupe, Operator shall have no right to appoint or authorize any third-party to sell, license and/or service the Cantaloupe Software or Hardware. Failure by Cantaloupe to mark any information as confidential shall not affect its status as information protected under this Agreement, and Operator agrees to take all necessary steps to prohibit the disclosure of information deemed protected as Confidential Information using all commercially reasonable efforts and a standard of care at least equal to the care used by Operator to protect its own confidential information.

- 2.3. For a period of thirty (30) days from the date of Cantaloupe's delivery of Professional Services, Cantaloupe warrants that the services have been performed in a professional and workmanlike manner. If Operator notifies Cantaloupe of any issues or problems before the end date of this period, Cantaloupe will, at its option, re-perform the services or return the fees paid for the services. The remedy in this Section is Cantaloupe's entire liability and the Operator's sole remedy relating to the Professional Services.

3. HARDWARE

- 3.1. **Generally.** During the Term, Operator may use Hardware in connection with the Products and Services and in accordance with the terms and conditions of this Agreement and will ensure that employees and contractors do the same. Operator may purchase Hardware from third-parties or may purchase, lease, rent or otherwise obtain Hardware from or through Cantaloupe as provided in an applicable Order Form. The details of Hardware purchases financed through Cantaloupe shall be indicated on the applicable Order Form, with financing terms governed by Schedule 3 to this Agreement. The details of Hardware rentals shall be indicated on the applicable Order Form, with terms of such Hardware rentals governed by Schedule 4 to this Agreement. The Cantaloupe rental program shall be referred to as the Cantaloupe One Platform. Terms and conditions for the deduction of fees for financed or rented Hardware are set forth in Section 6 of this Agreement, Fees & Payments. Operator shall follow any and all reasonable instructions in relation to the operation of the Hardware. Cantaloupe shall not be responsible for any misuse, neglect or abuse of, tampering with or any external forces affecting the Hardware. Operator shall be responsible for the purchase, installation and maintenance of any and all Hardware necessary for the provision of Products and Services.

3.2. For the period provided in the applicable Order Form, the Hardware may be covered by a Cantaloupe warranty, and during that period Cantaloupe will provide the Warranty Services, as defined on Schedule 2 (which are hereby referenced and incorporated into this Agreement) provided the Operator has paid the Warranty Services fees. The Hardware may be covered by a manufacturer's warranty as between Operator and the device manufacturer and administered by the manufacturer. Except as provided in an applicable Order Form, Cantaloupe does not provide any warranties of any kind for the Hardware. To the extent applicable, Cantaloupe shall assign to Operator any third-party warranties for the Hardware. Operator's sole and exclusive remedy for the breach of any such third-party obligations shall be against the applicable third-party manufacturer or Operator, and not against Cantaloupe. The procurement of Hardware from Cantaloupe may be subject to additional terms included in the applicable Order Form. Any Hardware repairs performed by persons other than Cantaloupe, its

representatives, or by Cantaloupe approved personnel shall void any warranties provided hereunder and may result in the suspension of payment processing at the affected kiosk or termination of this Agreement, at the sole discretion of Cantaloupe.

3.3. Cantaloupe will upgrade the Hardware or Cantaloupe Software from time to time, in order to fulfill its continuing obligations under this Agreement or any governing law, including specifically complying with all PCI Standards, or for Operator to comply with its obligations under this Agreement (each a "**Necessary Upgrade**"). Operator is obligated to purchase at the value designated by Cantaloupe (which amount shall reflect market value), and to install (or have installed) such Necessary Upgrades. Operator's failure to purchase and install any Necessary Upgrades prior to the deadline specified by Cantaloupe will be considered a material breach of this Agreement, which failure could result in the deactivation of any kiosk not running any Necessary Upgrades. The Parties acknowledge that there may be optional changes requested by Operator which are not required to make the Cantaloupe Software and Hardware conform to their specifications. The cost of implementing such changes, if any, (including kits and labor) on previously delivered units shall be borne by Operator. Cantaloupe shall not change any elements affecting Operator's unique image associated with the Cantaloupe Software and Hardware, including Operator's logo, labeling or packaging, without Operator's prior approval.

- 3.4. **Risk of Loss.** If purchased from or through Cantaloupe, title and risk of loss of to the Hardware shall pass to Operator upon shipment or such Hardware being available for Operator pick-up, as applicable. All Hardware shall be deemed shipment Free on Board (FOB) Cantaloupe's facility for the purposes of the responsibility to insure such shipments of Hardware. Acceptance by Operator of any Hardware at the facilities of Cantaloupe or from the shipping company means the Operator has inspected and accepted the Hardware, unless Operator, prior to such acceptance, has expressly indicated in a detailed writing otherwise. Operator shall be responsible for all costs of insurance, taxes, storage, and transportation (whether Hardware is purchased rented, or leased). Operator is responsible for physical security of all Hardware after delivery and shall immediately notify Cantaloupe of, any evidence of tampering, damage, the presence of foreign physical devices, any other abuse, misuse, or theft by unauthorized persons.

- 3.5. **Returns.** All returns of unused Hardware purchased, leased or rented from Cantaloupe are subject to a twenty (20%) restocking fee and must be initiated within ninety (90) days of ship date of the order.

- 3.6. **End of Life.** Operator acknowledges that Cantaloupe may sunset or otherwise discontinue the provision of certain Hardware ("**Retired Hardware**") from time to time, provided that Cantaloupe will use commercially reasonable efforts to give at least twelve (12) months advance written notice prior to doing so with respect to the applicable Retired Hardware. Cantaloupe's obligations to support the operating systems, firmware or other software relating to Retired Hardware shall only continue for a period of twelve (12) months following the date the Retired Hardware is no longer made available, at which time Cantaloupe shall have no responsibility for or obligation relating to the Retired Hardware or the operating systems, firmware or other software relating thereto.

4. OPERATOR DATA

- 4.1. Generally.** “Operator Data” means any business information or other content or data of any type that is (a) provided by Operator to Cantaloupe in connection with the Products and Services, including information input by Operator, or provided to Cantaloupe for inputting, into the Products and Services and (b) all information that Operator or Cantaloupe, on Operator’s behalf, collects from Cardholders, including contact information and payment information. Operator shall ensure that Operator’s use of the Products and Services and all Operator Data (and the collection, storage, disposal, transfer and other use thereof) is at all times compliant with Operator’s privacy policies, all Applicable Laws, the Card Organization Rules and the PCI SSC Data Security Standards, including those rules, regulations and policies related to data privacy and transfer, international communications, and the exportation of technical or personal data. Operator is solely responsible for the accuracy, content and legality of all Operator Data. Operator represents and warrants to Cantaloupe that Operator has all necessary rights in the Operator Data to grant the rights granted to Cantaloupe in Section 4.2 below and that the Operator Data does not infringe or violate the intellectual property, publicity, privacy or other rights of any third-party.
- 4.2. Rights in Operator Data.** As between the Parties, Operator shall retain all right, title and interest (including any and all intellectual property rights) in and to the Operator Data as provided to Cantaloupe. Cantaloupe strictly complies with applicable data protection laws. Non-personal or anonymous data may be collected automatically to improve functionality and the Operator’s experience. The Operator agrees that Cantaloupe owns all rights in and is free to use any such non-personal or anonymous data in any way it deems fit for development, diagnostic, corrective as well as marketing or any other purposes.
- 4.3. Storage of Operator Data.** Operator acknowledges that Cantaloupe does not provide an archiving service. Cantaloupe expressly disclaims all obligations with respect to storage of the Operator Data.
- 4.4. Support provided by Cantaloupe related to Operator’s Duty to reply to Consumer Inquiries.** Cantaloupe will comply with all reasonable instructions from Operator related to (i) questions or complaints received from Consumers regarding their Personal Information (each, a “Privacy Inquiry”) and (ii) any requests from Consumers exercising their rights in their Personal Information granted to them under applicable data protection laws (“Privacy Request”). If Cantaloupe is directly contacted with a Privacy Inquiry or Privacy Request, Cantaloupe will forward such inquiry to Operator. Unless otherwise permitted by applicable data protection laws, Cantaloupe will only take actions regarding a Privacy Inquiry or a Privacy Request pursuant to its legal obligations and Operator’s lawful and commercially reasonable instructions. At Operator’s written request, Cantaloupe will assist Operator at Operator’s expense in answering or complying with any Privacy Inquiry or Privacy Request within thirty (30) days of Operator’s written request. If Operator’s instructions to Cantaloupe contradict instructions or requests that Cantaloupe receives from an applicable Consumer, Operator will indemnify and defend Cantaloupe in respect of any applicable losses, costs and expenses resulting from Operator’s instructions.

5. OWNERSHIP.

- 5.1. Operator Products.** Operator retains all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Operator Products. To the extent Operator Products consist of physical goods, title and risk of loss shall transfer to the Cardholder upon delivery to the Cardholder.
- 5.2. Cantaloupe Technology.** Operator acknowledges and agrees that this Agreement is a subscription agreement for use of the Services. Operator acknowledges that it is obtaining only a limited license to use the Services on the terms set forth herein and that, irrespective of any use of the words “purchase”, “sale” or like terms in this Agreement, no ownership rights to the Services are being conveyed by Cantaloupe to Operator under this Agreement. Operator agrees that Cantaloupe or its licensors retain all rights, title and interest in and to all Cantaloupe Intellectual Property Rights, the Products and Services (excluding any Operator Intellectual Property or the Operator Products offered therein), the Dashboard, any Professional Services deliverables, and any and all related and underlying technology and documentation and any derivative works, modifications or improvements of any of the foregoing, including as may incorporate Feedback or Aggregated Anonymous Data (collectively, the “Cantaloupe Technology”). Further, Operator acknowledges that the Services are offered as an on-line, hosted solution and that Operator has no right to obtain a copy of any underlying software or other technology itself. Cantaloupe will use commercially reasonable efforts to ensure the Cantaloupe are operating and available to Operator in accordance with their specifications and documentation in all material respects.
- 5.3. Feedback.** Operator, from time to time, may submit comments, information, questions, suggestions or other information or feedback to Cantaloupe (collectively, “Feedback”). Cantaloupe may freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise.
- 5.4. Aggregated Anonymous Data.** Notwithstanding anything to the contrary herein and without limiting Cantaloupe’s other rights herein, Operator agrees that Cantaloupe may obtain and aggregate technical and other data about Operator’s use of the Products and Services that is non-personally identifiable with respect to Operator (“Aggregated Anonymous Data”), and Cantaloupe may use the Aggregated Anonymous Data to improve, support and operate the Products and Services during and after the term of this Agreement.

6. FEES & PAYMENTS

6.1. Fees and Invoices.

- 6.1.1. Fees; Payments for Products and Services.** Operator shall be responsible for paying Cantaloupe all fees and other amounts contemplated in any Order Form, SOW or otherwise arising under this Agreement. Fees for Services will commence the earlier of (a) the first day a device reports to our servers, or (b) thirty (30) days from date of shipment (unless Operator is waiting for Cantaloupe’s assistance with installation). To the extent any payments for Services that are payable to Operator are received by Cantaloupe, Cantaloupe will remit such amounts to Operator less amounts for (i) all fees and other amounts contemplated in Order Forms and SOWs for the Services; (ii) all Refunds and Chargebacks incurred (including any payment

processing fees in connection with such Refunds or Chargebacks); and (iii) all foreign exchange and other fees, fines, assessments, penalties and other charges or any additional amounts charged by any Card Organization that are incurred; and (iv) if applicable, fees for Hardware in accordance with Schedules 3 – Leasing Terms and Conditions, Schedule 4 – Cantaloupe One Platform Rental Terms and Conditions, or Services in accordance with Schedule 6 – Checkout by Cantaloupe Card Not Present Processing Addendum. If at the end of any calendar month, the revenues generated by the Operator's machines are not sufficient to pay the fees due, then Cantaloupe 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 Operator's machines shall not be sufficient to pay the fees due during calendar quarter, then Cantaloupe may invoice Operator for the amount due and payable, and Operator shall pay such invoice within thirty (30) days of receipt.

6.1.2. Operator's failure to timely pay any amounts due gives Cantaloupe the right to deduct payment from Operator's transaction revenue on the Cantaloupe network, regardless of whether it was collected through transactions connected with the Hardware.

6.1.3. Unless otherwise contemplated in an Order Form, such amounts will be remitted to Operator weekly. Operator acknowledges and agrees that the foreign exchange and other fees, fines, assessments, penalties and other charges or any additional amounts charged by any Card Organization that may be charged by Cantaloupe in connection with the Services are subject to change from time to time and that Cantaloupe will include any changes to these fees, fines, assessments, penalties and other charges and amounts in accordance with Section 6.1.3 below. Cantaloupe will make available such information via the Dashboard where it can be retrieved by Operator, and Operator must notify Cantaloupe in writing of any suspected errors in the amounts owed to Operator within three (3) months of Operator's receipt of the corresponding payment for any such error to be subject to adjustment, and any such errors outside of the foregoing three (3) month window shall not be subject to adjustment and are hereby waived. Such notice must include: (i) Operator's name; (ii) the dollar amount of the asserted error; (iii) a description of the asserted error; and (iv) an explanation of why an error exists and the cause of it, if known.

6.1.4. *Transfer & Reactivation Fees.* Cantaloupe will charge a transfer fee if Operator assumes responsibility of Hardware from another Operator. Requests for transfers of devices more than fourteen (14) days apart will incur the fees normally associated with a unique device transfer request. Cantaloupe will charge the transfer fee to register each device or system installed and linked to the Cantaloupe processing network. 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 Operator to receive EFT payments, Merchant ID assignment, and

access to reporting. Following deactivation, a reactivation fee of \$199 will apply to all Cooler Cafes, Micro Market Kiosks, Smart Cafes, and Smart Stores. Reactivation fees may apply to other Hardware if noted on an Order Form.

6.1.5. *Payment Delays.* Cantaloupe reserves the right to delay payments to Operator up to thirty (30) days if Operator is in breach of the Agreement or if exceptional events occur, including material fluctuations over ordinary sales volumes or any new data requiring considerable modifications.

6.1.6. *Changes in Fees.* Cantaloupe may, from time to time in its sole discretion and without the consent of Operator, modify the foreign exchange and other fees, fines, assessments, penalties and other charges or any additional amounts charged by any Card Organization to be paid by Operator for sales of Operator Products in connection with the Services to reflect changes in such fees, fines, assessments, penalties and other charges and amounts that are charged to Cantaloupe by its third-party processors and other third parties, for example, changes in interchange fees, foreign currency fees and the like. Cantaloupe will give notice to Operator of the changes in these fees, fines, assessments, penalties and other charges and amounts (a) in writing, or (b) through the Dashboard or (c) by email to Operator. Additionally, Cantaloupe may increase fees for the Services upon at least thirty (30) days advance written notice following the first year of service and at any time thereafter.

6.1.7. *Other Fees & Payment.* All other fees, including fees for Professional Services or Hardware, if applicable, set forth in the applicable Order Form shall be paid by Operator within thirty (30) days from receipt of Cantaloupe's invoice, unless otherwise specified in the applicable Order Form. Invoices may be made available via the Dashboard, where Operator will directly access those invoices, or may be sent to Operator electronically to the email address(es) provided by Operator, which Operator shall provide upon entering into this Agreement. Unless otherwise expressly stated in an applicable Order Form, all orders are non-cancellable and nonrefundable. Billing for such other fees, with the exception noted as follows in the next sentence, will commence the earlier of (a) the first day a device reports to our servers, or (b) thirty (30) days from date of shipment (unless Operator is waiting for Cantaloupe's assistance with installation). Exceptions are: a) Hardware will be billed at the ship date, b) Seed Markets Software will be billed when a market is first restocked in Seed, and c) Seed Delivery will be billed on the first active delivery of the specific delivery point.

6.2. Except as expressly set forth in this Agreement, all fees are nonrefundable. Operator is required to pay any sales, use, GST, value-added, withholding, or similar taxes or levies, whether domestic or foreign, other than taxes based on the income of Cantaloupe. Cantaloupe may add the appropriate amount to Operator's payment obligation hereunder, and Operator shall pay such amount unless Operator provides Cantaloupe with a valid tax exemption certificate authorized by the appropriate taxing authority. Any late payments shall be subject to a service charge equal

to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less.

6.3. Refunds and Chargebacks.

6.3.1. *Refunds.* “**Refund**” means (a) any amount paid by Operator or Cantaloupe, on behalf of Operator, to a Cardholder or (b) any amount Operator or Cantaloupe, on behalf of Operator, is required to return to any third-party system or Processor as a result of a refund event in accordance with this Agreement. If a Cardholder purchased an Operator Product through the Products and Services requests a Refund of the fees paid by the Cardholder, Cantaloupe will make available such information via the Dashboard where it can be retrieved by Operator. Notwithstanding the foregoing, Cantaloupe reserves the right to refund fees to a Cardholder in the following situations: (i) the sale of the Operator Product is fraudulent; (ii) the Cardholder has introduced a duplicate sale or has placed a new and correct sale for the desired Operator Product and confirms that the previous sale was incorrect and should be cancelled; (iii) the Cardholder has requested a Refund prior to confirmation and delivery of the Operator Product; (iv) if Operator does not reply in five (5) business days from receipt of: (A) a Refund request; or (B) a technical support request that was received from an Cardholder and forwarded to Operator by Cantaloupe; (v) if the request from the Cardholder is made in accordance with Operator’s refund policy and within the return period limit; (vi) the Refund is required by law; (vii) Cantaloupe determines a refund is necessary to avoid liability or to be consistent with best business practices or to comply with the Card Organization Rules or any rules or requirements of the Processor; or (viii) Operator fails to comply with its obligations under this Agreement or the Operator Processing Agreements. In the event of a Refund, Cantaloupe has the right to retain the respective amount for the Refund or to recover the amount directly from Operator by direct reimbursement. In the event of any Refund, Cantaloupe reserves the right to deduct its margin and fees.

6.3.2. *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 this Agreement. Operator 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 for Operator Product, settlement funds and transaction fee for that transaction shall be borne by the Operator.

6.3.3. *Chargebacks.* “**Chargeback**” means: (i) any failure of a third-party system or Processor to pay Operator or Cantaloupe, on behalf of Operator, for any Cardholder transaction through the Services; and (ii) any retrieval request by a third-party system or Processor with respect to any Cardholder transaction. In the event of a Chargeback, Cantaloupe has the right to retain the respective amount for the Chargeback and any fees, fines, assessments, penalties and other charges or any additional amounts charged by a Card Organization with respect to such Chargeback from the moment the Chargeback request is received by Cantaloupe

until the issue giving rise to a Chargeback is resolved (including by payment to the Cardholder) or to recover the amount directly from Operator by direct reimbursement. In the event of any Chargeback, Cantaloupe reserves the right to deduct its margin and any fees, fines, assessments, penalties and other charges or any additional amounts charged by a Card Organization with respect to such Chargeback. Operator assumes full risk of payment refusal related to a Chargeback.

6.3.4. *Reserve.* Operator acknowledges and agrees that Cantaloupe may establish a reserve account (the “**Reserve**”) in the amount mentioned in the applicable Order Form or as subsequently determined by Cantaloupe. The Reserve shall be funded directly by Operator, if requested by Cantaloupe, or by Cantaloupe retaining amounts necessary to fund the Reserve from the amounts due to Operator hereunder. Cantaloupe may adjust the size of the Reserve as necessary. The Reserve less (a) any Refunds or Chargebacks (including any payment processing fees in connection with such Refunds or Chargebacks) that may appear after termination of the Agreement and (b) other outstanding payments of any kind to be made to Cantaloupe hereunder will be returned to Operator six (6) months after the effective date of termination of this Agreement.

6.4. **Offset; Security Interest.** Cantaloupe will have the right to offset amounts owed by Operator to Cantaloupe against amounts payable under this Agreement.

6.4.1. To secure Operator’s obligations under this Agreement and the Order Forms and SOWs (the “**Secured Obligations**”), Operator hereby pledges, hypothecates, assigns by way of security, transfers and grants to Cantaloupe a continuing security interest in, to and under all money, instruments, deposit accounts, goods, and revenues collected or to be collected on the Hardware or collected or to be collected by Cantaloupe on behalf of Operator, whether now existing or hereafter arising, together with all proceeds thereof (the “**Collateral**”). This Agreement shall constitute a security agreement under the UCC, and Cantaloupe shall have all the rights of a secured party under the applicable UCC with respect to such Collateral.

6.5. **Invoice Disputes.** In the event of a good faith dispute regarding an item on an invoice, Operator has the right to withhold such disputed amount while the Parties attempt to resolve the dispute. Operator must notify Cantaloupe within thirty (30) business days of receipt of an invoice in question of the discrepancy leading to dispute, and Operator’s withholding of such payment shall not constitute a breach of this Agreement so long as Operator pays on a timely basis those amounts that are undisputed and owing.

6.6. **Taxes for Operator Products.** Operator shall be solely responsible for collection and payment of all sales taxes for sales of the Operator Products in accordance with any and all Applicable Laws. Operator will indemnify, defend and hold Cantaloupe harmless from and against any tax, penalty and interest resulting from Operator’s failure to meet its obligations under this Section 6.6.

6.7. **Shipping Costs.** Operator shall be responsible for and shall pay all costs and charges for transportation, brokerage, freight, handling, shipping, packing (including any

containers) and for any insurance related to the Hardware (collectively, "Shipping Costs").

7. TERM AND TERMINATION

7.1. Term. The term of this Agreement (the "Term") shall be applicable separately, to each Order Form for Services, Hardware, and/or Professional Services with the Term for Order Form beginning on the date of last signature on each such Order Form and the initial term for each Order Form shall expire at the Conclusion of the Commitment Period (indicated on the Order Form), or if the Order Form does not set forth Commitment Period, the initial term associated with each Order Form shall be deemed to be three (3) years (each such term, the "Initial Term"). After the Initial Term for each Order Form, this Agreement will automatically renew for additional one (1) year terms (each, a "Renewal Term") unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then current term (See Schedules 3 and 4 for differences in renewal terms for rentals or leases, as applicable). In case of early termination by Operator, Cantaloupe may charge Operator for all outstanding fees, payments, other costs owed to Cantaloupe and/or the balance owed on the Hardware lease or rental amount due to Cantaloupe at the time of termination in addition to any early termination fee set forth in the Order Form or SOW (collectively, "Early Termination Fees"), regardless of whether such Early Termination Fees have accrued as of the date of such premature termination. Unless stated otherwise in an Order Form, Early Termination Fees shall include a calculation of the Fees which would have accrued but for the premature termination based on the running Operator average fees for the billing cycles prior to the premature termination (maximum look-back of six (6) months), through the end of the then existing term, and shall include all other costs, including any attorneys' fees and costs, incurred by Cantaloupe. See Section 7.4 of this Agreement for a description of the effect of termination, including as applicable, additional fees.

7.2. Termination for Suspension of Services or Breach. If Cantaloupe suspends the Services under Section 1.7, Cantaloupe may also, in addition to any other rights it may have hereunder, terminate this Agreement with or without prior notice to Operator and such termination will be effective (i) immediately if such termination is required by Applicable Law, the Card Organization Rules, the Cantaloupe Policies or Cantaloupe's acquiring bank or the Processor or (ii) five (5) days after notice to Operator of a precipitating breach, violation or event if such breach, violation or event is not cured by Operator to Cantaloupe's satisfaction, as determined in its sole discretion, within five (5) business days of notice thereof. If this Agreement is breached by Operator, Cantaloupe may withhold all amounts due to Operator from any payments processed by Cantaloupe, and reduce such payments processed on behalf of Operator until all amounts due to Cantaloupe, including costs and attorneys' fees, are satisfied. This withholding of funds due to Operator shall not be deemed an exclusive remedy, and Operator shall remain liable for all amounts due to Cantaloupe. Upon Operator breach, Cantaloupe may also terminate processing activity, without notice to Operator. If Cantaloupe provides notice to Operator of a breach and provides a cure period for such breach, in order to protect its interests Cantaloupe maintains the right to terminate processing activity for Hardware during the pendency of such cure period. If Cantaloupe terminates processing activity for any Hardware, cure of any claimed breach by Operator shall not

require Cantaloupe to reestablish processing activity for any particular Hardware. The termination of payment processing by Cantaloupe shall not be deemed an election of remedies, and Cantaloupe shall retain all rights and remedies available hereunder or at law upon breach of this Agreement by Operator.

7.3. Other Terminations. Either Party may terminate this Agreement (including all related Order Forms) upon written notice to the other Party if the other Party ceases operation without a successor or seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that Party (and not dismissed within sixty (60) days thereafter) or (ii) for any reason, prior to activation of Hardware, upon thirty (30) days prior written notice to the other party (provided, however, that if Customer is terminating the Agreement Customer may owe early termination fees). In addition, Operator may terminate this Agreement (including all related Order Forms) upon written notice to Cantaloupe if Cantaloupe fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach.

7.4. Effect of Termination. Upon any expiration or termination of this Agreement, (i) Operator shall immediately cease any and all use of and access to the Services (including any and all related Cantaloupe Technology) and, upon the request of Cantaloupe, any other Confidential Information of Cantaloupe in accordance with Section 12 below and (ii) with respect to any sales to Cardholders, Refunds, Chargebacks or other transactions that occur through the Services after termination (the "Post-Termination Services"), this Agreement shall continue and remain in full force and effect until such sales, Refunds, Chargebacks or other transactions have been processed and completed in accordance with the terms hereof. Operator acknowledges that following completion of all Post-Termination Services by Cantaloupe under this Agreement it shall have no further access to any Operator Data that has been inputted into the Services, and that Cantaloupe may destroy any such Operator Data as may have been stored by Cantaloupe at any time. Termination of this Agreement is not an exclusive remedy and the exercise of either Party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise. Cantaloupe shall have the right to withhold or offset from any transactions processed by it on behalf of Operator all amounts due and owing to Cantaloupe as the result of such early termination. Upon termination, if Operator has ordered Hardware and has not rendered payment therefor, Operator shall remain responsible for the payment of, and agrees to pay, the Hardware purchase price and any other fees and expenses applicable hereunder and otherwise incurred by Cantaloupe. Further, the obligations set forth herein shall survive the termination of this Agreement. **No termination by Operator shall be valid until Cantaloupe is paid all amounts due and owing to it hereunder from Operator.**

7.5. Survival. In the event that this Agreement expires or is terminated for any reason by either Party hereto, each Party's duties and obligations that by their nature would normally extend beyond the term of this Agreement, shall do so. For the avoidance of doubt, the following Sections shall survive any expiration or termination of this Agreement: 1.3 (General Restrictions), 1.4 (Processing Agreement and Operator Agreements with Processor; Compliance with Laws, Rules and Regulations; Prohibited

Activities), 4.3 (Storage of Operator Data), 5 (Ownership), 6 (Fees and Payment), 7 (Term and Termination), 8 (Warranties and Covenants), 10 (Limitation of Remedies and Damages), 11 (Indemnification), 12 (Confidential Information), and 13 (General Terms).

8. WARRANTIES AND COVENANTS.

8.1. Warranties and Covenants of Operator. In addition to the other representations, warranties and covenants of Operator in this Agreement, Operator represents, warrants and covenants to Cantaloupe as follows:

8.1.1. Due Authority. Operator has the requisite power and authority to carry on its business as currently conducted and to enter into and carry out the terms of this Agreement and the Operator Processing Agreements. There are no authorizations, consents or approvals required in connection with the validity and enforceability of this Agreement or the Operator Processing Agreements or Operator's execution, delivery and performance of this Agreement or the Operator Processing Agreements. Operator has and will continue to have during the term of this Agreement, the right and power to grant the licenses and rights granted to Cantaloupe hereunder without the consent of any third-party, and Operator's performance under this Agreement and the Operator Processing Agreements will not conflict with any other obligation Operator may have to any other Party.

8.1.2. All Necessary Rights. Operator owns or otherwise has the full right and authority to use and disseminate the Operator Products. The Operator Products have been and will be independently created by Operator's employees or Contractors, or Operator has procured all necessary rights and licenses from the owners of such rights to enter into and carry out the terms of this Agreement, and in either case the exercise of Cantaloupe's rights under this Agreement will not require the acquisition of rights from any third-party. Operator is legally authorized to sell the Operator Products, and Operator has obtained all necessary regulatory approvals, permits and certificates related thereto.

8.1.3. Non-Infringement. Neither the Operator Products nor the exercise by Cantaloupe of any of the licenses granted hereunder will infringe or misappropriate any intellectual property right of any third-party or be subject to any restrictions or to any mortgages, liens, pledges, security interest, encumbrances or encroachments.

8.1.4. No Litigation. Operator is not aware of any pending or threatened claims, suits, actions, or charges pertaining to the Operator Products, including any claims or allegations that any of the Operator Products infringes, violates, or misappropriates the intellectual property rights of any third-party. Operator agrees that it will notify Cantaloupe immediately if Operator becomes aware of any actual or potential claims, suits, actions, allegations or charges that could affect either Party's ability to perform its duties or to exercise its rights under the Agreement.

8.1.5. Truthful Information. All Operator Data provided to Cantaloupe hereunder is complete, truthful, accurate, valid and Operator's lawful property, and Operator has the right to

communicate such Operator Data to Cantaloupe hereunder. All email addresses, physical addresses, telephone numbers and other identifying information provided by Operator to Cantaloupe hereunder is complete, current and correct. Operator agrees promptly to inform Cantaloupe of any change in this information. Operator is not doing business under a name or style that was not previously disclosed to Cantaloupe.

8.2. Warranties and Covenants of Cantaloupe. In addition to the other representations, warranties and covenants of Cantaloupe in this Agreement, Cantaloupe represents, warrants and covenants to Operator as follows:

8.2.1. Due Authority. Cantaloupe has the requisite power and authority to carry on its business as currently conducted and to enter into and carry out the terms of this Agreement. There are no authorizations, consents or approvals required in connection with the validity and enforceability of this Agreement or Cantaloupe's execution, delivery and performance of this Agreement. Cantaloupe has, and will continue to have during the term of this Agreement, the right and power to grant the licenses and rights granted to Operator hereunder without the consent of any third-party, and Cantaloupe's performance under this Agreement will not conflict with any other obligation Cantaloupe may have to any other party.

8.2.2. No Litigation. Cantaloupe is not aware of any pending or threatened claims, suits, actions, or charges pertaining to the Cantaloupe Technology, including any claims or allegations that any or all of the Cantaloupe Technology infringes, violates, or misappropriates the intellectual property rights of any third-party.

9. WARRANTY DISCLAIMER. THE CANTALOUPE TECHNOLOGY (INCLUDING THE SERVICES AND PROFESSIONAL SERVICES) AND HARDWARE ARE PROVIDED "AS IS". EXCEPT AS EXPRESSLY SET FORTH HEREIN, CANTALOUPE DOES NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SUITABILITY OR QUALITY, WITH RESPECT TO THE CANTALOUPE TECHNOLOGY OR HARDWARE PROVIDED HEREUNDER OR ANY GOODS PROVIDED INCIDENTAL TO THE FOREGOING PROVIDED HEREUNDER, INCLUDING ANY SERVICES OR ANY GOODS PROVIDED BY A THIRD-PARTY, INCLUDING ANY BANK, PROCESSOR OR CARD ORGANIZATION. CANTALOUPE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF CANTALOUPE, INCLUDING THE UPTIME OR AVAILABILITY OF OPERATOR'S WEBSITE.

10. LIMITATION OF REMEDIES AND DAMAGES

10.1. LIMITATIONS OF CLAIMS AND DAMAGES. OPERATOR ASSUMES ALL LIABILITY RELATED TO THE USE OF THE CANTALOUPE TECHNOLOGY, INCLUDING HARDWARE, CANTALOUPE SOFTWARE, SERVICES, AND PROFESSIONAL SERVICES. IN NO EVENT MAY OPERATOR BRING ANY CLAIM OR CAUSE OF ACTION MORE THAN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES. EXCEPT AS SET FORTH IN SECTION 10.3 BELOW, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING

LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

10.2. AVAILABILITY OF SERVICE. OPERATOR ACKNOWLEDGES THAT CANTALOUPE 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. OPERATOR AGREES THAT CANTALOUPE SHALL NOT BE LIABLE FOR, AND TO HOLD CANTALOUPE 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.

10.3. LIABILITY LIMITATIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE MAXIMUM AGGREGATE LIABILITY OF CANTALOUPE AND ITS SUPPLIERS TO OPERATOR SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY OPERATOR TO CANTALOUPE DURING THE PRIOR SIX (6) MONTHS UNDER THIS AGREEMENT.

10.4. EXCLUDED CLAIMS. THIS SECTION 10 SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW AND SHALL NOT LIMIT OPERATOR'S LIABILITY WITH RESPECT TO ANY CLAIM ARISING UNDER THE SECTIONS TITLED "GENERAL RESTRICTIONS," "PROCESSING AGREEMENT AND OPERATOR AGREEMENTS WITH PROCESSOR; COMPLIANCE WITH LAWS, RULES AND REGULATIONS; PROHIBITED ACTIVITIES," "OPERATOR DATA," "WARRANTIES AND COVENANTS," "INDEMNIFICATION," "LIMITATION OF REMEDIES AND DAMAGES" OR "CONFIDENTIAL INFORMATION."

10.5. Survival. The Parties agree that the limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed its essential purpose.

11. INDEMNIFICATION.

11.1. Indemnification by Operator. Operator hereby agrees to defend, indemnify and hold harmless Cantaloupe, its parent companies, subsidiaries and affiliated entities and each of their respective officers, shareholders, equity owners, directors, employees, representatives, licensees and agents (each, an "**Cantaloupe Indemnified Party**"), from and against and in respect of any and all claims, demands, actions, losses, liabilities, costs, expenses and damages of any kind or nature (including reasonable attorneys' fees and costs) arising out of: (i) a breach of any representation, warranty or covenant in this Agreement or the Operator Processing Agreements by Operator; (ii) any breach or violation by Operator of any Applicable Law, Card Organization Rule, PCI SSC Data Security Standard or Cantaloupe Policy; (iii) any claim with respect to the Operator Products or the Operator Data, including any claim of infringement of any intellectual property right with respect to the Operator Products, the Operator Data or Cantaloupe's exercise of the rights granted in this Agreement; (iv) any claim with respect to the Premises

Agreements or any claim arising from Operator's failure to implement and perform its obligations under an Premises Agreement, including its obligations to provide the required warranties, maintenance and support thereunder; (v) any failure by Operator to obtain applicable export licenses for resale of the Operator Products or to notify Cantaloupe of the export classification of the Operator Products; (vi) any tax, penalty and interest arising from Operator's obligations with respect to taxes hereunder; (vii) Operator's fraud, gross negligence or willful misconduct hereunder or under any Premises Agreement; (viii) any claims of third parties arising out of or resulting from, or in connection with, the Operator Products and Operator's services, messages, programs, promotions, advertising, infringement or any claim for libel or slander; or (ix) death, personal injury, or property damage caused by the Operator Products, Operator or any Operator personnel. A Cantaloupe Indemnified Party may participate in the defense of any such claims by counsel of its own choosing, at its cost and expense. Operator shall not settle any claim without a Cantaloupe Indemnified Party's prior written consent if the settlement requires the Cantaloupe Indemnified Party to take any action, refrain from taking any action, or admit any liability.

11.2. Indemnification by Cantaloupe. Cantaloupe hereby agrees to defend, indemnify and hold harmless Operator from and against and in respect of any and all claims, demands, actions, losses, liabilities, costs, expenses and damages of any kind or nature (including reasonable attorneys' fees and costs) arising out of any claim relating to Cantaloupe's provision of the Services or a claim of infringement of any intellectual property right with respect to the Cantaloupe Technology. Operator may participate in the defense of any such claims by counsel of its own choosing, at its cost and expense. Cantaloupe shall not settle any claim without Operator's prior written consent if the settlement requires Operator to take any action, refrain from taking any action, or admit any liability.

12. CONFIDENTIAL INFORMATION. Each Party acknowledges that, from time to time, such Party shall have access to and receive certain information that is not generally known to the public and would be considered confidential and proprietary by the other Party ("**Confidential Information**"). Confidential Information shall mean all competitively sensitive information including or secret business, marketing, codes, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how and technical and financial information, pricing, and Cantaloupe Intellectual Property disclosed by one party ("**Disclosing Party**") to another party ("**Receiving Party**"). Further, Operator agrees that any performance information relating to the Cantaloupe Technology and the terms and conditions of this Agreement shall be deemed Confidential Information of Cantaloupe without any marking or further designation. Confidential Information shall not include information that (i) was already known to the Receiving Party prior to the time that it is disclosed by the Disclosing Party; (ii) is or has entered the public domain through no breach of this Agreement or other wrongful act of the Receiving Party; (iii) has been rightfully received by the Receiving Party from a third-party without breach of any confidentiality obligations; (iv) has been approved for release by written authorization of the Disclosing Party; or (v) is required to be disclosed pursuant to the final binding order of a court of competent jurisdiction, provided that the Disclosing Party has been given reasonable notice in advance of the pendency of such an order and the Receiving Party cooperates in any effort by Disclosing Party to obtain confidential treatment. The Receiving Party agrees that in the event such Party is exposed to the other Party's Confidential Information, the Receiving Party (a) shall protect such Confidential Information from unauthorized use and

disclosure in the same manner that it protects its own Confidential Information (but, in any event, using a commercially reasonable standard of care), (b) will not disclose such Confidential Information to any third-party and (c) will not use such Confidential Information other than for performance of its obligations or exercising its rights under this Agreement without the prior written consent of the Disclosing Party. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for Cantaloupe, its third-party payment processors, subcontractors and third-party providers) (collectively, for each Party, its “Representatives”), provided that such Representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 12 and that the Receiving Party remains responsible for compliance by any such Representative with the terms of this Section 12. These mutual obligations with respect to Confidential Information shall continue for the shorter of five (5) years from the date of termination of this Agreement, or until such information becomes publicly known other than by breach of this Agreement by the Receiving Party, provided that such obligations shall continue with respect to trade secrets for so long as the same remain trade secrets under applicable law. Within five (5) calendar days after a Party's request, all materials or media containing any Confidential Information will be either returned to the Disclosing Party or destroyed by the Receiving Party, at the Disclosing Party's sole discretion, and each Party agrees to certify its compliance with such obligation upon the request of the other Party. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

13. GENERAL TERMS

13.1. Assignment. Neither Party may assign this Agreement except upon the advance written consent of the other Party, with such consent not to be unreasonably withheld. Any transfer of a controlling interest in Operator shall be deemed an assignment governed by the preceding sentence. Cantaloupe may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Cantaloupe's assets or voting securities. Subject to the foregoing, this Agreement will bind and inure to the benefit of each of the Parties hereto and their respective heirs, legal representatives, and permitted successors and assigns. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 14.1 will be null and void.

13.2. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, (i) the validity of the remaining provisions of this Agreement will not in any way be affected thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent of the unenforceable provision, and this Agreement will be deemed amended accordingly.

13.3. Governing Law; Jurisdiction and Venue; Waiver of Jury Trial.

13.3.1. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia, without giving effect to any conflict of laws provisions, and the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded. The exclusive jurisdiction and venue for all legal actions

arising out of this Agreement shall be in state and United States federal courts located in Atlanta, Georgia, both Parties hereby submit to the personal jurisdiction and venue of such courts, and each Party expressly waives any rights to contest the jurisdiction, venue or convenience of any such state or federal court.

13.3.2. Equitable and Other Remedies. Operator agrees and acknowledges that any breach or threatened breach by Operator of this Agreement may cause Cantaloupe irreparable injury for which the recovery of money damages would be inadequate. Therefore, in addition to any other remedies that may be available at law, in equity, or otherwise, Cantaloupe shall be entitled to obtain injunctive relief against the breach or threatened breach of this Agreement, without the necessity of proving actual damages, or posting a bond, even if otherwise normally required.

13.3.3. WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

13.4. Attorneys' Fees and Costs. The prevailing Party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action. In addition, Cantaloupe may assess all costs and fees it incurs, including attorneys' fees and costs, against any and all amounts owed to Operator.

13.5. Notice. Any notice or communication required or permitted under this Agreement shall be in writing to the Parties at the addresses set forth on the Order Form or at such other address as may be given in writing by either Party to the other in accordance with this Section 14.5 and shall be deemed to have been received by the addressee (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch or (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the fifth business day after such notice is deposited in the mail.

13.6. Communications. Operator consents to receive electronic communications, including phone, email and SMS text communications, in connection with the services and related services. Operator agrees to maintain current contact, management and ownership information (“Know Your Customer” Information) with Cantaloupe. If Operator does not wish to receive calls or texts from Cantaloupe, Operator agrees to notify Cantaloupe in writing. Cantaloupe is not responsible for any fees for such calls, texts, or email charged to Operator by its mobile phone service provider.

13.7. Amendments; Waivers. Except as otherwise contemplated herein, no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each Party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the Party claimed to have waived. No provision of any purchase order or other business form employed by Operator will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

13.8. Entire Agreement. This Agreement, together with attached Schedules and any applicable Order Forms or SOWs,

contains the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. In the event of an inconsistency or conflict between the provisions of the Agreement and any Order Form, the inconsistency or conflict will be resolved by giving precedence to this Agreement. Order Forms with provisions intentionally modifying the terms of this Agreement shall not be considered an inconsistency or conflict.

13.9. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to reasonably unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such Party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency. If either Party's performance is to be delayed by any such contingencies, that Party's timeline for performance shall be extended for a reasonable period of time provided that the delayed Party gives prompt notice to the other Party of such delay(s).

13.10. Subcontractors and Third-party Providers. Cantaloupe may use the services of subcontractors and third-party providers and permit them to exercise the rights granted to Cantaloupe hereunder, in order to provide the services to Operator under this Agreement, provided that Cantaloupe remains responsible for compliance of any such subcontractor or third-party provider with the terms of this Agreement and for the overall performance of the services hereunder. Operator may not use subcontractors or third-party providers without the prior written consent of Cantaloupe.

13.11. Independent Contractors. Except for the agency rights granted to Cantaloupe by Operator hereunder, (i) the Parties to this Agreement are independent contractors, (ii) there is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the Parties and (iii) neither Party will have the power to bind the other or incur obligations on the other Party's behalf without the other Party's prior written consent.

13.12. Publicity. Operator agrees to the following publicity activities: (i) Cantaloupe' public use of Operator's name and logo on Cantaloupe' website and in Cantaloupe marketing materials and customer lists; and (ii) issuance of a joint press release on a mutually agreed upon date or the "go live date" for the Hardware, whichever is earlier, provided that each Party will have the right to approve such press release in advance. Neither Party shall publicize or disclose the terms of this Agreement to any third-party without the prior written consent of the other, except as may be required by law.

13.13. Interpretation. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "extent" in the phrase "to the extent" means the degree to which a subject or thing extends, and such phrase shall not simply mean "if." Any agreement, instrument, statute or Card Organization Rule defined or referred to herein means such agreement, instrument, statute or Card Organization Rule as from time to time amended, modified or supplemented. References to a Party or person are also to its permitted successors and assigns. Whenever a Party hereto is allowed or required to provide a consent, approval or waiver or to take any discretionary action or make any discretionary determination with respect to any matter, unless the applicable provision explicitly states to the contrary, such consent, approval, waiver action or determination may be given, taken, made or withheld in such Party's sole, complete and absolute discretion.

13.14. Counterparts; Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Signatures on each Order Form will be considered signatures for the purposes of this Agreement.

SCHEDULE 1--CANTALOUPE SOFTWARE & SOFTWARE SERVICES LICENSE AND TERMS

1. CANTALOUPE SOFTWARE LICENSE

- 1.1. **LICENSE GRANT.** Cantaloupe hereby grants to Operator, subject to the terms of this Agreement and any relevant Order Form, as well as the payment of any fees required by this Agreement or relevant Order Form, a non-exclusive, right and license to access, execute, install, load, host, store, run and use the downloadable Cantaloupe Software for those purposes contemplated by this Agreement and any accompanying Order Form. The rights of use granted herein shall not include any rights to the source code of the Cantaloupe Software.
- 1.2. **TERM.** The rights granted under the Agreement shall be limited in time to the Term of this Agreement, or to its termination, whichever is earlier. Cantaloupe retains all rights in the Cantaloupe Software (and any updates provided by Cantaloupe) and in all copies, modifications and derivative works of the Cantaloupe Software.
- 1.3. **APPROVED USES.** Operator may use the Cantaloupe Software only in the manner contemplated by the Parties to the Agreement or in any relevant Order Form (the "**Approved Uses**"). Operator may not use the Cantaloupe Software in any other manner which has not been previously approved by Cantaloupe. Any use of the Cantaloupe Software exceeding the allowed usage is prohibited. The Operator shall use the software only in accordance with the provisions of the Agreement and in accordance with laws and regulations applicable to such use and shall not infringe any third-party rights in connection with such use. When using the Cantaloupe Software, the Operator shall comply with all applicable data protection and export control laws and regulations.
- 1.4. **OWNERSHIP.** All right, title, and interest in and to the Cantaloupe Software shall be solely owned by Cantaloupe or its third-party suppliers. Operator will execute any assignments of intellectual property rights and other documents reasonably requested by Cantaloupe to perfect and protect Cantaloupe's right, title, and interest in the Cantaloupe Software.

- i The rights granted herein shall not include the right to (i) attempt to circumvent any technical devices of the Cantaloupe Software that are directed at, or have the effect of, enforcing the terms of the Agreement; (ii) modify, create derivative works, translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code or the object code of the Cantaloupe Software; (iii) use the Cantaloupe Software under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement; (iv) remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, serial number, notice, legend or similar on any copy of the Cantaloupe Software, or related data, manuals, documentation or other materials; (v) market, sell, lend, rent, lease, or otherwise distribute, the Cantaloupe Software or give or provide it to third parties; or (vi) assign, sublicense or otherwise transfer any rights in or to

the Cantaloupe Software. Reseller agrees that there is no adequate remedy at law for a breach of this section, and that such breach would irreparably harm Cantaloupe for which monetary damages would not be an adequate remedy and that, therefore, Cantaloupe is entitled to immediate injunctive and equitable relief.

- ii Cantaloupe provides the Operator with the Cantaloupe Software subject to the conditions set out in this Agreement. It is not part of the Cantaloupe Software to safeguard an interruption- and latency-free end-to-end connection between different users of the Cantaloupe Software. The Operator acknowledges that the end-to-end connection for users of the Cantaloupe Software is dependent on the Operator's internet connection as well as the Operator's use of hardware and software (e.g. PC, operating systems) none of which shall be included in the services provided by Cantaloupe. The costs of Operator's systems shall be borne by Operator.
- iii Cantaloupe may, at its sole discretion, elect to offer updates to the Cantaloupe Software for download. Cantaloupe shall have no obligation to provide updates of the Cantaloupe Software. If, however, Cantaloupe does elect to provide updates of the Cantaloupe Software, then the Operator shall be obligated to update the Cantaloupe Software as soon as reasonably practicable. All rights of use set forth herein that are applicable to the Cantaloupe Software shall also apply to updates.

2. LIMITED CANTALOUPE SOFTWARE WARRANTY

- 2.1. **LIMITED WARRANTY.** Cantaloupe represents and warrants that the Cantaloupe Software will perform as intended for ninety (90) days after the date of installation. Operator's sole and exclusive remedy, and Cantaloupe's sole obligation, for breach of the foregoing warranties shall be for Cantaloupe, at its option, to correct, repair or replace and re-install the copy of the Cantaloupe Software.
- 2.2. **WARRANTY EXCLUSIONS.** The warranties provided in this Section will not apply to (i) Cantaloupe Software that is modified by Operator or its employees or agents (other than a modification authorized or approved in writing by Cantaloupe), (ii) Cantaloupe Software that is damaged after acceptance by Operator by any cause other than a failure that results from a breach of warranty by Cantaloupe, (iii) Cantaloupe Software that is damaged by Operator, (iv) Cantaloupe Software that is damaged by abuse, misuse, or operation other than in accordance with applicable documentation or through Operator's failure to perform routine or required maintenance, or (v) any failure of the Cantaloupe Software to be compatible with any other systems or operating environment unless such compatibility was set forth as an applicable requirement on the relevant Order Form. At no time during or after the Term of this Agreement shall Operator register, attempt to register, or challenge the registration of the Cantaloupe Software, or any proprietary material, trademarks, slogans, designs or trade names confusingly similar to the **Cantaloupe Brands**. Unless

expressly agreed to in writing by Cantaloupe, Operator shall have no right to appoint or authorize any third party to sell, license and/or service the Cantaloupe Software or the Hardware. Breach of this Schedule 1, Section 2.2 shall be evidence of bad faith. All use of Cantaloupe Brands shall be first submitted to Cantaloupe for approval. The failure to use Cantaloupe Brands, Cantaloupe Software and/or Hardware in accordance with the standards of Cantaloupe may result in the termination of this Agreement.

3. CLIENT RESPONSIBILITIES

- 3.1. *THIRD-PARTY SOFTWARE.* Cantaloupe shall not be responsible for any misuse, neglect or abuse of, tampering with, or any external forces (such as any third-party software) which may negatively affect the performance of the Cantaloupe Software. Cantaloupe shall not be responsible in any way for any result of the Cantaloupe Software's interaction with any third-party services or software which may be negatively affected by the Cantaloupe Software (such as Internet speed loss) which may occur as a result of said interaction.
- 3.2. *LOGINS AND PASSWORDS.* During the term of this Agreement, Operator may access and use the Cantaloupe Software solely for its own benefit and in accordance with the terms and conditions of this Agreement. Use of and access to the Cantaloupe Software is permitted only by (i) Operator's employees and (ii) Contractors; and in any case, such individuals must be Permitted Users. If Operator is given passwords to access the Cantaloupe Software, Operator shall require that all Permitted Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Operator shall be responsible for any actions taken by any party using Operator's accounts and passwords. Operator must immediately notify Cantaloupe if there is any unauthorized access to Operator's accounts or passwords.
- 3.3. *HARDWARE.* Operator may only install the Cantaloupe Software on Hardware provided by Cantaloupe as part of this Agreement or otherwise approved thereby. Any installation of Cantaloupe Software on any machine or platform that does not comply with this paragraph shall void any warranties contained in the above Section 2 – Limited Cantaloupe Software Warranty.
- 3.4. *EXPORT RESTRICTIONS.* In its use of the Cantaloupe Software and technical data (collectively, "**Controlled**

Technology"), Operator agrees to comply with all export and import laws and regulations of the United States, specifically the U.S. Export Administration Regulations (EAR) and the laws of any country where Controlled Technology is imported or re-exported. Without limiting the foregoing, (a) Operator represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (b) Operator shall not (and shall not permit any of its users to) access or use the Services in violation of any U.S. export embargo, prohibition or restriction, and (c) Operator shall not submit to the Services any information that is controlled under the U.S. International Traffic in Arms Regulations. Operator agrees it will not export, re-export, or transfer any Controlled Technology in contravention of U.S. law nor to any restricted country, entity, or person for which an export license or other governmental approval is required. Operator further agrees that it will not export, transfer, or sell any Controlled Technology for use in connection with chemical, biological, or nuclear weapons, or vehicles capable of delivering such weapons.

- 3.5. *MODIFICATION OR REVERSE ENGINEERING.* Operator shall not (and shall not permit any third-party to): (i) rent, lease, copy, provide access to or sublicense the Cantaloupe Software to a third-party; (ii) use any Cantaloupe Software to provide services to, or incorporate any Cantaloupe Software into any product or service provided to, a third-party, (iii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public information related to the Cantaloupe Software, except to the extent expressly permitted by applicable law (and then only upon advance notice to Cantaloupe), (iv) modify any Cantaloupe Software or create any derivative product from any of the foregoing, (v) remove or obscure any proprietary or other notices contained in any Cantaloupe Software.
- 3.6. *CONFIDENTIAL INFORMATION.* For the avoidance of doubt, any Confidential Information (as that term is defined in the attached agreement) obtained or disclosed through the Cantaloupe Software shall be subject to those same terms and conditions listed in the Section 12 (Confidential Information) of the above attached Agreement.

SCHEDULE 2—WARRANTY SERVICES

- I. **Warranty Services.** Beginning on the date Cantaloupe ships the Hardware to the Operator pursuant to a purchase, lease, or rental and continuing for the Warranty Period, Cantaloupe shall use commercially reasonable efforts to repair or replace Hardware submitted to Cantaloupe by Operator which fails to operate in accordance with the applicable documentation for such Hardware under normal use. Cantaloupe warrants that the Hardware will be free from material defects in operations and workmanship for the period of twelve (12) months from the date of delivery. Cantaloupe's sole obligation under this limited warranty shall be, at Cantaloupe's election, to repair or replace the Hardware. Any services requested by Operator that are not included in Warranty Service will require Operator's issuance (and Cantaloupe's acceptance) of a SOW and Operator will be charged under the SOW. Warranty Services does not include any labor charges for physical removal and/or replacement of Hardware.

Any repair or replacement does not adjust the original warranty period. The remedy set forth in this Section is Operator's sole remedy for warranty claims and is expressly in lieu of all other remedies that may be available to Operator at law or in equity. This limited warranty shall be null and void if the Hardware (i) has been tampered with, upgraded, modified, altered or repaired other than by Cantaloupe or a third-party approved by Cantaloupe; (ii) is damaged by accident, physical damage outside the course of normal operations, neglect or misuse, including by failing (A) to conduct regular maintenance or cleaning, or (B) to exercise caution to protect the Hardware from adverse temperature, humidity and conditions; or (iii) is not operated in compliance with the terms of this Agreement.

Cantaloupe's obligation under the Warranty Services is limited to the repair or replacement of the Hardware, at Cantaloupe's option, and software updates (to be delivered via remote connection). Operator shall utilize Cantaloupe's Return Material Authorization ("RMA") Procedures (see below) for all Hardware warranty claims.

Warranty Services exclude the following:

- 1) accidents, vandalism, abuse, alteration, or modification of the Hardware;
- 2) failure to maintain a suitable environment, including appropriate power supply and protection from elements;
- 3) obsolescence or non-compliance due to network, technical, or security requirements;
- 4) components, accessories (including batteries, cables, and antenna), repaired units (beyond the warranty period of the original unit), or
- 5) misuse of the Hardware.

Warranty Services are non-cancellable, except that a new owner of the Hardware may cancel upon transfer to the new owner pursuant to Cantaloupe's transfer processes. Warranty Services are only available upon the initial purchase of the Hardware. Warranty Services cannot be extended beyond the Warranty Period. Warranty Period cannot be reinstated or reactivated after cancellation or termination. The Warranty Services shall not extend to any labor charges for physical removal and/or replacement of defective Hardware.

- II. **RMA Procedures.** Operator may place a request for warranty repair by contacting Cantaloupe customer service at 800-561-4748 or by following the online instructions for an RMA request at <https://www.cantaloupe.com/wp-content/uploads/2021/06/RMA-Process-SeedLive-1.pdf>. No Hardware shall be returned to Cantaloupe until Operator receives written instructions regarding return procedures. Operator must provide the name of the Operator, the Hardware model number, Hardware serial number, ship to address for the advance replacement shipment, contact name, the contact's telephone number that is applicable to the defective Hardware, error message appearing on the Hardware, and other information that is reasonably requested. Cantaloupe's customer support representative will confirm warranty coverage and issue an RMA number. Cantaloupe will repair and/or return the Operator returned Hardware or exchange for like equivalent Hardware. Such repair or replacement shall be at Cantaloupe's expense provided, however, if returned Hardware proves to be defective or has been damaged so as to be excluded by Warranty Services as set forth in Section I of this Schedule 2 – Warranty Services, Operator will be responsible to pay the repair cost or the replacement cost, whichever is less, and will be charged for the return shipping cost.

Cantaloupe shall not be responsible for any shipping fees if Operator does not use shipping information provided by Cantaloupe. Cantaloupe reserves the right to refuse returned Hardware in the event that the RMA number and necessary return information is not displayed either on the documentation or shipping container. Cantaloupe reserves the right to invoice Operator a handling fee per Hardware returned without the RMA number on the container/box.

- III. **Diagnostic Procedures.** Cantaloupe will inspect all returned Hardware at the repair facility. Cantaloupe will (i) conduct a functional test on each returned Hardware to confirm the Hardware's functionality; and (ii) perform a detailed visual inspection of the returned Hardware. Both the functional test and the visual inspection assess the overall functionality of the Hardware to determine if the Hardware is faulty or if such Hardware should be designated as No Fault Found ("NFF"). All NFF Hardware goes through receiving, screening, customization, outbound diagnostics, key Injection, cleaning and quality assurance prior to being returned to the applicable Operator.

If, upon such inspection, Cantaloupe cannot find or reproduce the issue and/or failure, Cantaloupe shall label such returned Hardware as NFF. Cantaloupe reserves the right to charge the Customer a diagnostic fee of \$25.00 per device for NFF Hardware.

- IV. **Return Procedures.** Cantaloupe will repair and return the defective Hardware or exchange for like equivalent Hardware, which may include refurbished Hardware. Cantaloupe uses commercially reasonable efforts to repair and clean all returned Hardware, but such serviced Hardware is not warranted to look like new.

Cantaloupe may, in its discretion, provide Operator with a replacement device before it receives the returned device from Operator ("Advanced Swap"). Operator will pay Cantaloupe for the purchase price of the new device if Cantaloupe does not receive the returned device within ninety (90) days of issuing the RMA number for an Advanced Swap.

Warranty Services repair or replacement shall be at Cantaloupe's expense; provided, however, if returned Hardware proves to be NFF or is not covered by the Warranty Services, Operator will be responsible to pay the repair cost or the replacement cost, whichever is less. Customer will also pay for all shipping costs.

V. Service Warranty. For a period of thirty (30) days from the date of Cantaloupe's provision of Warranty Services,

Cantaloupe warrants that all repairs shall have been performed in a workmanlike manner. If Operator notifies Cantaloupe of any issues or problems before the end of this period, Cantaloupe will reperform repair services or replace such Hardware, subject to the terms and conditions set forth in this Schedule. The remedy set forth in the above is Cantaloupe's entire liability and the Operator's sole remedy relating to the Warranty Services.

SCHEDULE 3—LEASING TERMS AND CONDITIONS

These Leasing Terms and Conditions, together with the Order Form and the Agreement, govern the Operator's leasing of cashless devices (the "Hardware") from Cantaloupe (together, the "Lease"). This Schedule 3 – Leasing Terms and Conditions supplements and is additive to those terms and conditions set forth in the Order Form and the Agreement. Where there is a conflict between provisions set forth in the Order Form, the Agreement, and this Schedule 3, the terms of this Schedule 3 will prevail. When an Order Form intentionally modifies a term or condition in this Schedule 3 – Leasing Terms and Conditions, such modification shall not be considered a conflict. Terms not otherwise defined in this Schedule 3 shall have the meaning ascribed to them in the Agreement.

1. Terms and Conditions. Your Order Form provides the details of the types and quantity of Hardware you are leasing, along with the amount, frequency, and duration of payments for such Hardware. In this schedule to the Agreement, Schedule 3 – Leasing Terms and Conditions (hereinafter, the "Lease"), Cantaloupe shall mean the Lessor and Operator shall mean the Lessee. "Hardware" refers to the item(s) Lessor is leasing and encompasses any combination of tangible assets identified in the Order Form that is executed by the Parties in connection with the Lease. Each Order Form shall incorporate by reference all of the terms and conditions of this Lease, shall contain such additional terms as the Parties shall agree upon, and shall constitute part of this Lease.

2. Payment Terms. Starting with the commencement date shown on the Order Form, and every thirty (30) days thereafter, payments shall be due from Operator to Cantaloupe until completion of payments set forth on the Order Form (the "Monthly Lease Payments"). The Monthly Lease Payments, along with any other amounts due, shall be deducted from the revenues generated by the Operator's vending machine(s) specified on the Order Form and pursuant to the Lease, by Cantaloupe in accordance with Section 6 of the Agreement, "Fees and Payments". The amount of the Monthly Lease Payment due from month to month may vary from the amount shown on the Order Form due to local, state, and other taxes owed on the Hardware, past due amounts, late fees, and other charges that Operator may owe under the Lease from time to time, as provided herein. Operator has read and agrees to the terms which appear in this Lease and understands the same. The Hardware is leased "as-is" for business and/or professional purposes and this Lease is not a consumer contract. Operator acknowledges it is a lessee under a "finance lease", as that term is defined in the Uniform Commercial Code ("UCC") Article 2A. The Operator acknowledges by its signature on the Order Form, receipt of the Agreement including the terms of this Lease. Operator understands its obligations under this Lease become irrevocable upon acceptance of the Hardware.

3. Delivery and Acceptance: This Lease begins on the date the Operator unconditionally accepts the Hardware, verified by signature of authorized personnel for Operator on the Order Form, or by Operator's failure to notify Cantaloupe, in writing, of Operator's non-acceptance of Hardware within ten (10) days of Hardware delivery to Operator by Cantaloupe.

4. Commencement of Lease; Lease Term: The commencement date (the "Commencement Date") shall be the date when the Lease is accepted in accordance with Section 3 of this Lease. The Lease will expire at the end of the number of months indicated on the Order Form and if not specified on the Order Form, shall be equal to the Term set forth in the Agreement (hereinafter, the "Lease Term").

5. End of Lease Term: Provided that Operator is not in default at the end of the Lease Term, Operator has the following options: (a) Operator can promptly return the Hardware in good condition, except for ordinary wear and tear, to Cantaloupe or to the person and place Cantaloupe designates, or (b) Upon Operator's request, Operator can purchase the Hardware for an amount equal to one dollar (\$1) plus any applicable taxes and any other amounts then due and owing by Operator under the Lease. If Operator chooses option (b) in this Section 5 of

Schedule 3, Operator understands that upon receipt by Cantaloupe of the one dollar (\$1) purchase price, Cantaloupe will transfer and assign to Operator, on an "**AS-IS, WHERE-IS**" basis, and without representation or warranty, express or implied, and without recourse to Cantaloupe, all of Operator's right, title and interest in and to the Hardware."

6. Late Payments and Collection Costs: In the event the Cantaloupe ceases deductions from Operator's vending machine(s) utilizing the Hardware covered by this Lease and any related Order Form, owing to Operator's default, Cantaloupe may opt to bill and collect the monthly Lease payments, and any other amounts due, by other methods, including accepting Monthly Lease Payments and other applicable costs by check or pre-authorized bank debit. There will be a processing charge of up to \$20.00 or whatever fee is necessary and allowable by law to recover the cost for any returned check or for any rejected credit card charge or for any rejected automatic bank account debit. If Operator does not make a payment within five (5) business days of its due date, Operator must pay Cantaloupe, in addition to the payment, a late charge of 15% of the late monthly payment (such amount not to be less than \$5.00 per month). Operator will pay Cantaloupe's collection costs, whenever such costs are incurred. Operator will also pay Cantaloupe's costs and expenses in the event that Cantaloupe obtains a judicial ruling or decision in Cantaloupe's favor regarding Operator's liability under the Lease, including reasonable Attorneys' fees and costs, witness travel expenses, court costs, and service of process fees.

7. Default: Operator will be in default of this lease if: (a) Operator fails to pay any amount due to Cantaloupe within sixty (60) days of the due date; (b) the Hardware becomes involved in any civil or criminal actions or suits or is seized by law enforcement agencies due to Operator's neglect or misconduct; (c) Operator files or there is filed against Operator a petition in U.S. Bankruptcy Court or Operator has made an assignment for the benefit of creditors; (d) Operator fails to return the Hardware at the end of the Lease Term if Operator has chosen the option of returning the Hardware at the end of the Lease term; or (e) Operator fails to comply with any other terms of this Lease.

8. Effect of Default: If Operator defaults, Cantaloupe has the right to exercise any or all of the following remedies, to the extent permitted by law: (1) terminate this Lease without giving Operator notice; and (2) require the immediate payment of all amounts then due, plus the unpaid balance of the amounts due for the Lease Term (All accelerated Monthly Lease Payments will be discounted by an annual discount rate compounded monthly of at least 4%); (3) take possession or request that Operator return the Hardware to Cantaloupe (Cantaloupe will credit Operator's account for any amounts received, net of expenses, in the disposition of the Hardware in excess of the fair market value of the Hardware at the time it is returned by or repossessed from Operator); (4) lawfully enter Operator's property and take possession of the Hardware (If Cantaloupe repossess the Hardware, Operator will pay Cantaloupe's repossession costs, plus a fifty dollar (\$50) disposition fee); (5) charge Operator any amount necessary to put the Hardware in good condition, ordinary wear and tear excepted; (6) obtain, share and use information concerning Operator, including but not limited to name, credit reports, and tax identification

numbers to locate all assets, including, but not limited to, bank accounts, mutual funds, stock brokerage accounts, money market accounts, real property, and personal property for the purpose of collection of money Operator owes Cantaloupe; and (7) proceed at law or in equity, to enforce specifically Operator's performance or to recover damages due to Operator's default, including reasonable attorneys' fees and costs.

9. Removal Charges: Operator is fully responsible for any costs associated with the removal of the Hardware, inclusive of devices and accessories.

10. Maintenance of Equipment: Except for ordinary wear and tear, Operator agrees to maintain the Hardware in good operating and physical condition at Operator's expense and to protect Hardware from vandalism and deterioration. Operator shall procure and maintain adequate insurance against loss by fire, theft, vandalism, and all other hazards. Operator shall provide to Cantaloupe proof of insurance upon request. The loss, destruction, theft, or damage to the Hardware shall not relieve Operator from its obligation to make the Monthly Lease Payment or any other payments due hereunder.

11. Disclaimer of Warranties: Operator understands that the manufacturer may have provided a warranty on the Hardware. Operator will refer to the owner's manual or separate manufacturer's certificate for the actual terms of the warranty. Operator understands that Cantaloupe has not, unless otherwise stated in Schedule 2 – Warranty Services, given Operator either express or implied warranties for the Hardware, use of the Hardware and/or any services provided. Cantaloupe has specifically disclaimed any implied warranties of merchantability and/or fitness for any particular use. Operator has chosen this specific Hardware based on Operator's own judgment and expressly disclaims any reliance upon any statements or representations made by Cantaloupe.

12. Equipment Servicing: Any failure of Hardware, service or operation of any kind, whatsoever, is no basis for non-fulfillment of Operator's obligations under the Lease.

13. Taxes: I shall pay promptly when due any and all taxes (except income taxes), charges, penalties, interest, expenses, costs, assessments and fees, whatsoever, relating to this Lease and the equipment whether local, state, federal and otherwise, which now or hereafter is imposed on Lessee or Lessor. I agree that you may estimate the property and sales/use taxes that will be due for the equipment and agree to pay you the estimated taxes in monthly installments. The taxes may vary from month to month and from Lease to Lease.

14. Changes on Terms of the Lease: This Lease explains all the terms and conditions for the use of the Hardware Operator is leasing. The terms and conditions may not be changed orally. The Parties must both give written approval before any changes are made.

15. Assignment: Without Cantaloupe's prior written consent, Operator shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this Lease or any interest therein, or (b) sub-lease, or lend the Hardware or permit it to be used by anyone other than Operator or Operator's employees. Operator acknowledges that any assignment by Cantaloupe of any of Cantaloupe's interest in this Lease would neither materially change Operator's duty nor materially increase the burden of risk imposed upon Operator under this Lease. Nevertheless, Operator acknowledges that Cantaloupe's assignment is permitted even if such assignment would be deemed to materially affect Operator's interest. Cantaloupe may assign this Lease and/or mortgage the Hardware in whole or in part without notice to Operator, and Cantaloupe's assignee or

mortgagee may reassign this Lease and/or such mortgage, without notice to Operator. Each such assignee and/or such mortgagee shall have Cantaloupe's rights but none of Cantaloupe's obligations under this Lease. Operator shall recognize each such assignment and/or mortgage and shall not assert against the assignee and/or mortgagee any defense, counterclaim, or set-off that Operator may have against Cantaloupe. Subject to the foregoing, this Lease inures to the benefit and is binding upon the heirs, legatees, personal representatives, survivors and assignees of the parties hereto.

16. Ownership: The Hardware is, and shall at all times remain, Cantaloupe's property and Operator shall have no right, title or interest in it except as expressly set forth in this Lease. Operator will not directly or indirectly create or permit to exist any lien, charge or encumbrance on the Hardware, except for any lien, charge or encumbrance resulting solely from Cantaloupe's acts, and will promptly and at Operator's own expense discharge any such other lien, charge or encumbrance. Cantaloupe may sign and file any documents, including a copy of this Lease, in the public records as necessary to protect Cantaloupe's ownership and any security interest in the Hardware.

17. Change of Name, Billing Address: Operator will inform Cantaloupe, within one week, of any change in Operator's name, address, billing address, telephone numbers, and location of the Hardware. Cantaloupe is authorized to correct any typographic or spelling errors made on the front of this Lease regarding Operator's address, telephone numbers, Hardware leased or identification numbers of the Hardware.

18. Miscellaneous: If any provision in this Lease is invalid, such invalidity shall not affect the validity of the remaining provisions of this Lease and the Parties agree to substitute for the invalid provision a valid provision which most closely approximates the effect and intent of the invalid provision. Notwithstanding any provision contained herein, the maximum amount charged and collected shall not exceed the maximum amount which may be lawfully contracted for, charged, and received in this Lease transaction as determined by final judgment of a court of competent jurisdiction, including appeals there from.

19. First Priority in the Hardware: In the event that this Lease is deemed to be the retention of a security interest by Cantaloupe in the Hardware and not a true "lease" as defined in the UCC, in order to secure the prompt payment of all Lease payments and other amounts due under the Lease and to secure the performance and observance by Operator of all of the provisions contained herein and in the Lease, Operator hereby collaterally assigns, grants, and conveys to Cantaloupe, a first priority security interest in the Hardware, together with all additions, attachments, accessories and accessions thereto and any and all substitutions, replacements or exchanges therefor, in each such case in which Operator shall from time to time acquire an interest, and any and all insurance and/or other proceeds of the property in and against which a security interest is granted hereunder. The collateral assignment, security interest and lien granted herein shall survive the termination, cancellation or expiration of the Lease until such time as Operator's obligations under the Lease are fully and indefeasibly discharged. It is the intention of the Parties to comply with applicable usury laws to the extent that this Lease is determined to be subject to such laws, accordingly any obligation hereunder to pay the Lease payments, to the extent constituting the payment of interest, shall be at an interest rate that is equal to the lesser of the maximum lawful rate permitted by applicable law or the effective interest rate used by Cantaloupe in calculating such amounts.

SCHEDULE 4—CANTALOUPE ONE PLATFORM

RENTAL TERMS AND CONDITIONS

These Rental Terms and Conditions, together with the Order Form and the Agreement, govern the Operator's rental of cashless devices (the "Hardware") from Cantaloupe (together, the "Rental Agreement"). This Schedule 4 – Cantaloupe One Platform Rental Terms and Conditions supplements and is additive to those terms and conditions set forth in the Order Form and the Agreement. Where there is a conflict between provisions set forth in the Order Form, the Agreement, and this Schedule 4, the terms of this Schedule 4 will prevail. When an Order Form intentionally modifies a term or condition in this Schedule 4 – Rental Terms and Conditions, such modification shall not be considered a conflict. Terms not otherwise defined in this Schedule 4 shall have the meaning ascribed to them in the Agreement.

1. TERM AND TERMINATION

1.1. Term.

1.1.1. The rental period for each Order Form shall commence on the date of last signature on the Order Form (the "Effective Date") and shall continue for thirty-six (36) months (the "Rental Period"). Thereafter, the rental period for each such Order Form shall continue from month-to-month (the "Extension Period"). At the end of the Rental Period or Extension Period, devices must be returned, or such devices will be billed to Operator.

1.1.2. Unless another shipping date is stated in the Order Form, Cantaloupe will ship the Hardware by a schedule and by a shipping method deemed appropriate by Cantaloupe.

1.1.3. Upon shipment by Cantaloupe, the risk of loss, damage, or destruction of the Hardware for any reason shall be borne by Operator. Operator shall pay, or Cantaloupe shall be reimbursed by Operator for all costs of shipping incurred in connection with the delivery of the Hardware to Operator by Cantaloupe.

1.2. Termination.

1.2.1. The rental period may be terminated at any time by Operator upon sixty (60) days advance written notice (the "Notice Period") to Cantaloupe at customerservice@cantaloupe.com. The rental period may be terminated by Cantaloupe at any time after the conclusion of the Initial Rental Period following sixty (60) days advance written notice to Operator. All billing of Fees continues during the Notice Period.

1.2.2. Upon termination, Operator agrees to return the Hardware to Cantaloupe in good working order within sixty (60) days. Cantaloupe reserves the right to charge Operator up to three hundred dollars (\$300) each for Hardware that is not returned to Cantaloupe within sixty (60) days or that is not in good working order upon its return.

2. Use of the Hardware.

2.1. Insurance. Operator shall procure and maintain adequate insurance against loss by fire, theft, vandalism, and all other hazards. Operator shall provide to Cantaloupe proof of insurance upon request. The loss, destruction, theft, or damage of or to the Hardware shall not relieve Operator

from its obligation to make the monthly rental or any other payments due hereunder.

2.2. Title. Operator acknowledges that at all times during the rental period Cantaloupe retains title to the rented Hardware. Operator agrees to execute and deliver to Cantaloupe any statement or instrument that Cantaloupe may request to confirm or evidence Cantaloupe's ownership of the Hardware. Operator 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 Operator without the prior written consent of Cantaloupe.

2.3. First Priority in the Hardware. In the event that this Rental Agreement is deemed to be the retention of a security interest by Cantaloupe in the Hardware and not a true "lease" as defined in the UCC, in order to secure the prompt payment of all Fees and Payments and other amounts due under the Agreement and to secure the performance and observance by Operator of all of the provisions contained herein and in the Agreement, Operator hereby collaterally assigns, grants, and conveys to Cantaloupe, a first priority security interest in the Hardware, together with all additions, attachments, accessories and accessions thereto and any and all substitutions, replacements or exchanges therefor, in each such case in which Operator shall from time to time acquire an interest, and any and all insurance and/or other proceeds of the property in and against which a security interest is granted hereunder. The collateral assignment, security interest and lien granted herein shall survive the termination, cancellation or expiration of the Agreement until such time as Operator's obligations under the Agreement are fully and indefeasibly discharged. It is the intention of the Parties to comply with applicable usury laws to the extent that this Agreement is determined to be subject to such laws, accordingly any obligation hereunder to pay the Fees and Payments, to the extent constituting the payment of interest, shall be at an interest rate that is equal to the lesser of the maximum lawful rate permitted by applicable law or the effective interest rate used by Cantaloupe in calculating such amounts.

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 Cantaloupe by Operator hereunder shall be collected by Cantaloupe in accordance with Section 6 of the Agreement, "Fees and Payments".

4. Default; Remedies.

4.1. If Operator fails to pay to Cantaloupe any amounts due hereunder when due, or if Operator defaults in any material respect in the performance or observance of any obligation

or provision of the Order Form, Agreement or Rental Agreement, any such event shall be a default hereunder.

5. Upon the occurrence of any default, Cantaloupe may, at its option, by written notice to Operator, either: (i) terminate the rental period on any or all of the Hardware, repossess the Hardware and proceed in any lawful manner against Operator 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 Cantaloupe's loss of the bargain. Upon any such termination for default, Cantaloupe may proceed in any lawful manner to obtain satisfaction of the amounts owed to Cantaloupe and, if applicable, Cantaloupe's recovery of the Hardware, including entering onto Operator's premises to recover the Hardware. In any case,

Operator shall also be responsible for Cantaloupe's costs of collection, court costs and reasonable attorneys' fees and costs, as well as applicable shipping, repair and refurbishing costs of recovered Hardware.

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

7. Hardware Transfers. The transfer of Hardware is permitted subject to the transferee purchasing the Hardware or agreeing to enter into a new rental Agreement which shall require acceptance of a new Term, the Initial Rental Period, applicable to all Hardware transferred to such transferee. There shall be a Transfer Fee as set forth in this Order for each transferred Hardware.

SCHEDULE 5—CHECKOUT BY CANTALOUPE

CARD NOT PRESENT PROCESSING ADDENDUM

This Schedule 5 – Checkout by Cantaloupe, Card Not Present Processing Addendum (the “CNP Addendum”), together with the Order Form and the Agreement, govern the Operator’s usage of Cantaloupe’s card not present processing services (the “CNP Services”). This CNP Addendum supplements and is additive to those terms and conditions set forth in the Order Form and the Agreement. Where there is a conflict between provisions set forth in the Order Form, the Agreement, and this CNP Addendum, the terms of this CNP Addendum will prevail. When an Order Form intentionally modifies a term or condition in this Schedule 5 – Card Not Present Processing Addendum, such modification shall not be considered a conflict. Terms not otherwise defined in this CNP Addendum shall have the meaning ascribed to them in the Agreement.

By its signature on the Order Form, Operator has agreed to comply with all terms and conditions of the Addendum. The following terms and conditions describe the procedures for Card Not Present transactions. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning assigned to them in the Agreement.

a. Additional Definitions.

- 1) Card Not Present Transaction (“CNP Transaction”) – A Card transaction for which the Cardholder is not face-to-face with the Operator, such as Electronic Commerce Transactions, internet, mail orders, and phone orders.
- 2) Deferred Payment Transaction - A CNP Transaction for which the Cardholder has incurred a debt that does not have to be repaid until some date in the future.

b. The Operator agrees to comply with the following requirements when accepting orders through the internet:

- 1) **Use of Card Organization Brands.** Operators must not:
 - A. Indicate that any Card Organization endorses the Operator’s goods and services;
 - B. Use the trademarks of any Card Organization after the Operator’s right to accept cards of a Card Organization has ended or that a Card Organization has notified the Operator to stop using the Card Organization’s trademarks; or
 - C. Use the trademarks of the Card Organizations in any way that injures or diminishes the goodwill associated with the trademarks.
- 2) **Website Disclosure.** Operators must prominently disclose the following information on such Operator’s website:
 - A. Disclosure the existence and amount of any surcharge as a merchant fee and clearly alert end-users to the practice online;
 - B. A complete description of the goods and services offered;
 - C. Details of the Operator’s:
 - i. delivery policy;
 - ii. consumer data privacy policy;
 - iii. cancellation policy; and
 - iv. returns policy;
 - D. Transaction currency;
 - E. Customer service contact information including email, address and telephone number;
 - F. Operator’s business address, including country;
 - G. Details related to any transaction security measures utilized by your website;
 - H. Any applicable export or legal restrictions;
 - I. Operator’s identity at all points of interaction with the end-user; and
 - J. The date on which any free trial period ends.
- 3) **Limitations on Refunds or Exchanges.** If the Operator limits refunds and/or exchange terms or imposes other specific conditions for card sales, the Operator must clearly print or display in ¼ inch letters on the sales draft, “No Exchange” or “No Refund”.

- 4) **Liquidation or Closure Sales.** During a liquidation or closure of business, Operators must clearly disclose to end-users “All Sales Are Final” and display present the same on sales drafts/receipts.

- 5) **Card Account Address.** Obtain the end-user’s account statement address.

- 6) **Sales Draft.** Provide to Cardholders at the time of delivery a sales draft with the following minimal information:

- A. The last four digits of the end-user’s account number;
- B. The date of the transaction;
- C. A description of the goods and services;
- D. The amount of the transaction (including shipping, handling, insurance, etc.);
- E. The end-user’s name, billing address, and shipping address;
- F. The authorization code (six-digit code returned by the card issuer for an approved transaction); and
- G. The Operator’s name and address (city and state required). Operator’s name must be recognizable to the cardholder, such as: Operator’s doing business as (“DBA”) name or universal resource locator (“URL”). This is the name provided to Cantaloupe during the onboarding process.

Copies of transaction records may be delivered to end-users in either electronic or paper format.

- 7) **Proof of Delivery.** Obtain proof of delivery of the goods or services to the address designated by the end-user.

- 8) **Delivery Information.** Notify the end-user of delivery timeframes and special handling or cancellation policies.

- 9) **Shipment.** Ship goods within seven (7) days from the date on which authorization or payment was obtained. If delays are incurred after the order has been taken (e.g., item is out of stock), Operator must notify the end-user, and void the existing authorization or refund the payment, as applicable, and obtain a fresh authorization or payment for the transaction. Operator shall not submit a transaction for settlement until after goods have been shipped or the service has been provided to the end-user. Notwithstanding the foregoing, it shall be permissible to submit transactions for settlement when goods have been manufactured to the end-user’s specifications and the end-user has been advised of the billing details;

- 10) **Changes in Internet Address.** Provide at least one (1) month’s prior written notice to Cantaloupe of any changes in Operator’s internet address.

- 11) **Card Volume Thresholds.** Operator not to exceed the percentage of Operator’s total payment card volume reported to Cantaloupe for total sales by Card Not Present

Transactions. Operator acknowledges and accepts liability for transactions that may be rejected if Operator exceeds a card volume threshold.

12) **Personal Information.** Operators shall not

- A. accept card account numbers by mail; and
- B. require an end-user to complete a postcard or another document that displays the end-user's account number in clear view when mailed or otherwise send any mailing to an end-user that displays personal information in clear view.

13) **Data Security.** Operators accepting sales from Card Not Present Transactions shall be responsible for maintaining the following safeguards, in addition to any other applicable security requirements required by law. Operators must:

- A. Complete and submit annually to Cantaloupe a PCI-DSS Self-Assessment Questionnaire ("SAQ") Type A (a "PCI DSS SAQ A");
- B. Use and regularly update anti-virus software and maintain current status of applicable security patches;
- C. Maintain a policy that addresses information security for employees and contractors, including instructions on destruction or purging all media containing obsolete transaction data with end-user information;
- D. Restrict physical access to end-user information; and
- E. Store AVS data securely.

14) **Authorization Requirements.** When obtaining authorization for Card Not Present Transactions, Operators must:

- A. Obtain an approval code for all transactions. Failure to obtain an authorization approval code or submitting a card transaction after receiving a decline (even if a subsequent authorization attempt results in an authorization approval code), the transaction may result in a chargeback, and it may also be assessed fines or fees by a Card Organization for which Operator will be responsible;
- B. Not exceed valid timelines for positive authorization responses. Positive authorization responses remain valid as follows:
 - i. Seven (7) days for Mastercard processed transactions;
 - ii. Ten (10) days for Visa, Discover Network, and STAR electronic processed transactions subject to the following exceptions: a) Car Rental; b) Airline and Passenger Railway; c) Lodging; d) Other Travel and Entertainment (T&E) categories. For these categories of transactions subject to the foregoing exception, positive authorization responses remain valid as follows:
 - a. Thirty (30) days for Visa, Discover Network, and PayPal; and
 - b. Twenty (20) days for STAR;
- C. Seven (7) days for American Express electronic processed transactions subject to an exception for Travel and Entertainment (T&E) industries for which American Express allows a positive authorization response to remain value up to thirty (30) days;
- D. Not attempt to obtain an authorization approval code from anyone other than Cantaloupe, unless Cantaloupe has authorized an Operator to use a

third-party authorization system. An authorization approval code from any other source may not be valid; and

- E. Obtain the three-digit card verification code on the back of the card (or the four-digit verification code on the front of American Express cards) and include this code with each Card Not Present Transaction authorization request unless the transaction is a recurring transaction. For recurring transactions, submit the card verification code only with the first authorization request and not with subsequent authorization requests.

15) **Transaction Acceptance Criteria.** Operators must not violate the following requirements for transaction acceptance:

- A. Do not set a minimum transaction amount of more than ten dollars (\$10) for any credit cards, or any amount for debit cards (including debit cards processed as a credit transaction);
- B. Do not set a maximum transaction amount for any credit cards;
- C. Do not establish any special conditions for accepting a card;
- D. Do not facilitate factoring, which is the submission of authorization requests or sales drafts for card transactions transacted by another business.
- E. Operators acknowledge that Cantaloupe accepts CNP Transactions in a single currency with such currency to be assigned during onboarding. Operator bears risk of loss related to currency conversion if it accepts transactions in currencies other than the one assigned during onboarding.

16) **Authorization Reversal.** Operator must submit an authorization reversal (void the authorization) if an authorization is no longer needed. Transactions sent for settlement must be no more than the amount approved in the authorization response.

17) **Advance Payment Charges.** These requirements apply if the Operator permits cardholders to make advance payment charges for the following types of goods or services:

- Custom orders (example: orders for goods to be manufactured to a customer's specifications);
- Ticketing for events or entertainment such as sporting events and concerts;
- Tuition, room, board, and other mandatory fees such as library or other student services fees;
- Tickets for airlines, rail lines, or cruise lines; or
- In-store merchandise not yet available (example: merchandise pre-purchased for an upcoming sale event or merchandise on layaway).

Operators must perform the following activities:

- A. State the Operator's full cancellation and refund policies;
- B. Clearly disclose the intention to receive advance payment;
- C. Obtain written consent from the cardholder to bill their card for an advance payment charge before requesting an authorization. The cardholder's consent must include:
 - i. a detailed description of the goods or services to be provided; and
 - ii. the cardholder's agreement to all the terms of the sale (including price, any cancellation or refund policies); and

- iii. the expected delivery date of the goods and services.
- D. Obtain authorization approval. Within twenty-four (24) hours of the advance charge being authorized, provide the cardholder with written confirmation that the advance payment charge has been made, with such written confirmation including, at a minimum:
 - i. a detailed description of the goods or services to be provided;
 - ii. the amount of the charge;
 - iii. the confirmation number (if applicable);
 - iv. the details of any cancellation or refund policies; and
 - v. the expected delivery date of the goods or services;
- E. Complete a sales draft which must include the words "Advance Payment";
- F. If the Operator cannot deliver the goods or services (for example, because custom-ordered merchandise cannot be fulfilled) and other arrangements cannot be made, immediately issue a credit for the full amount of the advance payment charge.

18) **Record Retention.** Operators must securely retain copies of all sales drafts and credit drafts or any other transaction records for the following periods:

- A. Mastercard, Visa, and STAR: Thirteen (13) months from the transaction date. Five years for healthcare sales drafts and credit drafts.
- B. Discover Network: The longer of three-hundred-sixty-five (365) days or the resolution of any pending or threatened disputes, claims, disagreements, or litigation involving the card transaction. The Operator must also keep images or other copies of sales drafts for no less than three (3) years from the date of the Discover Network transaction.
- C. PayPal: The longer of: (1) either (a) one (1) year from the transaction date or (b) if the transaction was subject to dispute, two (2) years from the transaction date or; (2) the time period required by applicable law.
- D. American Express: Twenty-four (24) months from the date on which you submitted the sales draft or credit draft to us. You must provide all sales drafts and credit drafts, or other transaction records requested by Cantaloupe within the shortest time limits established by Card Organizations.