cantaloupe | Services Agreement

This Vine Digital Studios Master Services Agreement (the "Agreement") is between Client or Customer, as identified on each Order Form (Order Form defined below) and Cantaloupe, Inc., a Pennsylvania corporation, located at 101 Lindenwood Drive, Malvern, Pennsylvania 19355 ("Cantaloupe"). Each is a "Party" and, together, are the "Parties".

The Parties hereto, for consideration mutually exchanged, the sufficiency of which is acknowledged and accepted, agree as follows:

1. **General Description.**

   Vine Digital Studios is a digital marketing service (the "Service" or "Services") provided by Cantaloupe. The Services are tailored for self-service commerce businesses, including website development, Search Engine Optimization ("SEO"), lead generation, content marketing, and branding. Cantaloupe's tiered service packages offer flexible solutions to support businesses at various stages of growth, from startups to large enterprises. This Agreement outlines the scope of services, deliverables, and terms of engagement.

2. **Term of Services.**

   This Agreement shall commence on the Effective Date and continue for one (1) year (the "Initial Term") and shall thereafter automatically renew for successive one (1) year terms (each a "Renewal Term") unless either Party gives the other Party ninety (90) days' written notice prior to the end of the then-current term, or unless this Agreement is terminated earlier pursuant to Section 3 below. The Initial Term, together with any and all Renewal Terms, are individually and collectively referred to as the "Term". The Effective Date of this Agreement will apply separately to each quote/order form (collectively, "Order Form"), with the Effective Date being the date of last signature on each such Order Form. Notwithstanding the foregoing, no Term of the Agreement shall expire during the period of service associated with any Order Form that exceeds the Term. If the period of service for an Order Form exceeds a Term, and if such Term has not been renewed by the Parties, the Term will not expire until the conclusion of the Services set forth in the Order Form. When Client terminates this Agreement and such Client is in good standing with respect to payments due under the terms of this Agreement, the base website will be returned to the Client. The following tools provided by Cantaloupe will not be included following termination:

   a) Digital Care Package (including all deliverables detailed in any applicable Order Form);
   b) Service Area Pages;
   c) Third-Party Forms; and
   d) LeadVine.

3. **Termination.**

   This Agreement may be immediately terminated by either Party upon the occurrence of a Termination Event (as defined below) by the other Party. A "Termination Event" shall be deemed to have occurred if a Party:

   a) Breaches any of the material covenants or agreements contained in this Agreement and such breach has not been cured within thirty (30) days of written notice, which notice shall detail the circumstances of such breach;
   b) Dissolves, becomes insolvent or otherwise terminates its existence;
   c) Commences any proceeding, whether voluntary or involuntary, under any bankruptcy or insolvency law or laws relating to the relief of debtors, readjustment of indebtedness or reorganization or composition by or against such Party which proceeding, if voluntarily commenced, is not dismissed within ninety (90)

days of commencement; or

d) For any reason, discontinues substantially all of its business.

4. **Services/Deliverables.**

The Parties agree that Services will be designed to meet Client's objectives which may be ongoing or one-time project deliverables. The Parties agree that Client's requested objectives and deliverables will be summarized in an Order Form, to be signed by the Parties before initiation of any work. Each Order Form issued during the Term will be governed in accordance with the terms and conditions set forth in this Agreement, with such Order Form incorporated into and thereafter becoming a part of this Agreement. If there is a conflict in the interpretation of any provisions within this Agreement or any Order Form, the terms of this Agreement shall prevail. Provisions in any Order Form that specifically address conflicting provisions in the Agreement and state an agreed intent to supersede such provision shall not be a conflicting provision for the purposes of this Section 4 of the Agreement.

Client's wishing to request File Transfer Protocol ("FTP") and WordPress ("WP") request for Client's employees will make such requests by submitting to Cantaloupe completed forms as attached in Exhibit A – File Transfer Protocol/WordPress Administrator Access Request.

5. **Payment for Services.**

a) Flow of Funds. If Client sells products and services on the internet or through point-of-sale kiosks, fixtures, coolers, freezers, and similar devices in combination with other hardware and payment solutions offered by Cantaloupe (hereinafter, an "Operator"), 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 all fees and other amounts contemplated in this Agreement and Order Forms for the Services.

b) Invoice. If Client is not a current Operator with Cantaloupe, payment for the Services shall be by invoice, with frequency of invoices to be indicated on each Order Form. Client shall remit payment to Cantaloupe no later than thirty (30) days following receipt of such invoice. Customers signing up for ongoing Services will receive the following terms:

Twelve Month Terms - Three percent (3%) price increase for amounts stated in an Order Form for single Terms of twelve (12) months when Client chooses to renew such Terms annually; or

Twenty-Four Month Terms – Waiver of three percent (3%) price increase after first year with fee increase not to begin until after twenty-four (24) months.

6. **Additional Service Terms.**

a) Design Revisions. Cantaloupe provides up to three (3) design revisions free of charge as part of the Services. Any revisions, additions, or re-design requests requested after the three (3) free design revisions specified in the Order Form shall be considered "additional" and will require an updated Order Form with revised payment terms. Cantaloupe shall provide written notice to Client on work Cantaloupe considers "additional" in accordance with this Section 5 of the Agreement.

b) Hosting. Client agrees and understands that each pertinent website is being hosted on a shared third-party hosting environment. It is possible that, for reasons outside of the control of Cantaloupe, such hosting may go down. Client agrees that Cantaloupe shall not be responsible for such failures of service, or any damages to the Client arising out of such failure of service.

c) Search Engine Optimization (SEO) Services. Client acknowledges the following with respect to SEO services: (a) Cantaloupe will execute Services in an applicable Order Form for the Client's website/page in

good faith and in accordance with current policies of the search engine. However, due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, Cantaloupe cannot guarantee top positions or consistent top ten positions for any particular keyword, phrase, or search term; (b) Cantaloupe has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future; (c) The Client's website may be excluded from any directory or search engine at any time at the sole discretion of the search engine or directory, and (d) Cantaloupe is not responsible for changes made to the website by the Client or other parties that adversely affect the search engine rankings of the Client's website.

d) Disruption in Service**.** Cantaloupe is not responsible for any disruption in service caused by Client's managed security services such as firewalls, authentication and authorization systems, and other security measures. Client understands that it is the Client's responsibility to regularly verify that such security services are working properly.

e) Website Accessibility. Cantaloupe recommends that Client's website comply with the Americans with Disabilities Act (the "ADA") and Web Content Accessibility Guidelines (the "WCAG") then current standards. Cantaloupe assists Clients with making their websites more accessible to persons with disabilities through its partnership with accessiBe. Clients electing to use accessiBe must agree to accept accessiBe's terms and conditions. Cantaloupe shall not be held liable or responsible for website accessibility lawsuits should they occur.

f) Media Consent. Cantaloupe may share non-confidential imagery of work for and with the Client. This is for promotional use with the intent to benefit both parties.

7. **Ownership of Work Product.**

a) Third-Party Content. The Services use or incorporate certain third-party content, services, and plugins that are free or for which Cantaloupe has obtained a license for use ("Third-Party Content"). This agreement does not grant Client any rights to such Third-Party Content except those which Cantaloupe is permitted without additional cost. Client may need additional licenses or rights for their own use or to extend use beyond the terms and duration of this agreement. Cantaloupe grants to Client rights to such cost-free Third-Party Content on the same terms as the rights to it were granted to Cantaloupe. Any other licenses required for Third-Party Content, and the cost thereof, will be Client's responsibility.

b) 365-Provided Imagery. Imagery provided by 365 Retail Markets, LLC ("365") used in connection with the Services is Third-Party Content and remains the property of Cantaloupe, 365, or the applicable licensor. Client's use of such imagery is limited to display on the Client website while hosted by Vine Digital Studios. Client may not copy, download, reproduce, distribute, or otherwise use such imagery separately from that website or after hosting services end.

c) Assignment of Ownership to Client. With the exception of Third-Party Content, the Services shall be deemed Assignable Intellectual Property and works made for hire, including as defined in the U.S. Copyright Act (17 USC § 101), and will become the sole and exclusive property of Client.

d) Prior Work Product/Reservation of Rights. All prior work product of Cantaloupe and rights not expressly granted above are retained by Cantaloupe, including any electronic rights or usage, and including, but not limited to, all rights in electronic files, texts, comps, or other preliminary materials, unless otherwise agreed in writing between the Client and Cantaloupe.

8. **Patent and Copyright Infringement**

a) Licensing. Where necessary, Cantaloupe will acquire proper licenses for the images it supplies to Client. Client guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork provided by Client to Cantaloupe for inclusion in the Services are owned by the Client, or that Client has received permission from the rightful owner(s) to use each of the elements; and

b) Patent and Copyright Indemnification. Client hereby agrees to defend, indemnify, and hold harmless Cantaloupe, its subsidiaries and affiliated entities and each of their respective officers, shareholders, equity owners, directors, employees, representatives (each, an "Indemnified Party") and its subcontractors from any claim, lawsuit, government inquiry, other legal proceeding, and liability arising from the use of such elements described in this Section 8 of the Agreement. Client agrees to hold harmless and to indemnify the Indemnified Party for any and all damages directly, or indirectly, resulting from the implementation of any third-party software, video, live chats, or other duplication of content provided by Client and that may be in violation of intellectual property laws. Indemnification shall include, but not be limited to, loss of profits, fines, and attorney fees.

9. **Confidentiality and Protection of Information.**

a) Confidential Information. Confidential Information includes any of Client's and Cantaloupe's (collectively "the Parties'") information as to its respective proprietary products, processes, methodologies, and quality control procedures if such information is specifically identified orally or in writing as Confidential; the identity of each of Client's and Cantaloupe's customers, users, employees, third-party contractors and agents; and all information and data from and about Client's and Cantaloupe's customers, users, employees, third-party contractors, and agents, whether or not specifically identified by a disclosing party as Confidential. The form of Confidential Information is irrelevant. Information regarding this Agreement, and the Order Forms between the parties will be considered Confidential Information, whether transmitted, seen, or heard by a disclosing or receiving Party in written form, orally, via computerized transaction, by inspection or demonstration, or by any other means. For the avoidance of doubt, third party form submissions and leads tracked on websites belonging to Clients who utilize the LeadVine Service are the property of such Client, and shall be considered as Confidential in accordance with the terms of this Agreement.

b) Confidentiality. Each party agrees to keep Confidential Information confidential and not to use such information except as authorized by this Agreement or otherwise authorized by the other Party to this Agreement, and to accord such information the same standards and protections that it uses to protect its own confidential business information.

c) Destruction and Return of Confidential Information. Upon request of the disclosing party or upon the expiration or any earlier termination of this Agreement, all materials containing Confidential Information will be destroyed or returned to the disclosing Party and the receiving Party will not retain any copies or reproductions of the Confidential Information unless required by law.

d) No Intellectual Property Rights. Neither Party acquires any intellectual property rights from the other Party under this Agreement, except for the restricted right to use the other Party's Confidential Information for the express, limited purposes described in this Agreement.

10. **Privacy and Data Protection**.

Cantaloupe makes all efforts to comply with the provisions of applicable United States federal and state privacy and cybersecurity laws and regulations as well as "in-country" laws and regulations in other countries where Client does business. Cantaloupe maintains processes and procedures that ensure a commercially reasonable level

of security appropriate to the harm that might result from unauthorized or unlawful processing loss, destruction of, or damage to, personally identifiable information. Such measures include, without limitation: (a) treating and safeguarding personally identifiable information as strictly private and confidential and taking all reasonable steps designed to preserve such confidentiality both during and after the termination of any Agreement; (b) minimizing, to the fullest extent possible, the disclosure of personally identifiable information to third parties and ensuring that any third parties to whom disclosure is made are aware of and compliant with these requirements; and (c) informing Client within seventy-two (72) hours if Cantaloupe becomes aware or reasonably suspects that personally identifiable information has been disclosed to, or compromised by, an unauthorized person.

11. **Miscellaneous**.

a) Effect of Premature Termination. Upon the effective date of a termination, exclusive of a Termination Event and prior to the start of a Renewal Term, Cantaloupe will provide Client with all work completed before the date of termination of this Agreement, all related documentation, and other work in progress under the Agreement(s) and/or Order Form(s). Client shall pay within thirty (30) days of receipt of invoice any unpaid amounts for work performed by Cantaloupe as of the date of termination. Cantaloupe will store files associated with Client website(s) for a maximum period of sixty (60) days following receipt of Client's written notice of hosting cancellation. Unless otherwise stated in the applicable Order Form, the fees set forth therein are committed fees for the entire Initial Term. If Client terminates the Agreement or applicable Services before expiration of the Initial Term for any reason other than Cantaloupe's uncured material breach, Client remains responsible for all unpaid fees that would have become payable through the end of the Initial Term.

b) Survival. The provisions of this Agreement relating to Confidential Information, payment for Services, ownership, and such other provisions that by their terms or sense and context are intended to survive the termination of this Agreement or an Order Form will survive termination.

c) Force Majeure. Neither party will be liable for any failure to perform or delay in performance due to unforeseen circumstances or causes beyond the party's reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, earthquakes, fire, flood, accident, strikes or pandemic. Time for performance will be extended by force majeure, provided that a party uses commercially reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as practicable**.**

d) 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 (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.

12. **Representations, Warranties, and Indemnities.**

a) Performance Warranty. Cantaloupe warrants that all services will be performed in a timely and professional manner by qualified personnel, in accordance with applicable professional standards. Cantaloupe further warrants that Services, when used as intended under this Agreement or an Order Form and in accordance with the instructions in relevant documentation, will operate substantially as described. Cantaloupe does not warrant that use of the Services will be error-free or uninterrupted.

b) Cantaloupe Work Product. Client agrees to promptly review Cantaloupe's work product, provide feedback, and provide sign-off approval. Client will provide prompt response to Cantaloupe's request for information as necessary to complete the objectives of any applicable Order Form. If Client fails to respond promptly or

otherwise fails to provide necessary support in order for Cantaloupe to timely complete objectives for any Order Form, Client acknowledges it will continue paying fees during any such periods of delay.

c) Remedies Under Performance Warranty. In the event that Client is dissatisfied with work provided by Cantaloupe, Client shall provide no less than thirty (30) days to Cantaloupe to cure any concerns of non-conforming work. This remedy is void, if at any point during the Term, Client makes or causes any third-party to make any modifications to any Services. This remedy is also void in the event of non-payment by Client.

d) Indemnification of Cantaloupe by Client. In addition to the indemnification obligation set forth in Section 8 b) of this Agreement, Client agrees to defend, indemnify, and hold harmless Cantaloupe, its subsidiaries and affiliated entities and each of their respective officers, shareholders, equity owners, directors, employees, representatives (each, an "Indemnified Party") and its subcontractors from any claim, lawsuit, government inquiry, other legal proceeding, and liability arising any violation of applicable law by Client or any security breach or unauthorized access to data caused by the exploitation of a weakness in Client's and/or a third-party's hosting platform network or systems security.

e) Limitation of Liability. Notwithstanding any other provision in this Agreement to the contrary, neither Party shall be liable for any incidental, indirect, special or consequential damages, including loss of profits, revenue, data or use, or cost of procuring substitute services or goods, incurred by either Party or any third party, whether in an action in contract or tort or an action based on a warranty claim, even if the other Party, or any other person, has been advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy provided herein.

f) Disclaimer of Other Warranties. **THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, BY CANTALOUPE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.**

g) Website Privacy Statement. Client shall provide Cantaloupe with a privacy policy statement for inclusion on the Client's website. The Client will ensure its accuracy and completeness.

h) Forms. In the event a Client's submission form is not being received from such Client's website, it is Client's responsibility to immediately inform Cantaloupe.

i) Dispute Resolution. Any dispute arising out of this Agreement will be settled by arbitration and administered by the American Arbitration Association. The venue for the arbitration will be in Atlanta, Georgia. The prevailing Party will be entitled to an award of reasonable attorneys' fees. The Parties understand the arbitration is final and binding and that they are waiving certain important rights to other resolution processes (e.g., court action or an administrative proceeding).

j) Performance During Dispute. To the extent that a dispute does not terminate the relationship of the Parties, the Parties will continue to be bound by the performance obligations of this Agreement while the pending dispute is resolved.

k) Acceptance and Authorization. This Agreement shall be binding upon the Parties, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding of the Parties. Its terms can be modified only by an instrument in writing signed by both parties. This Agreement shall be governed by the laws of the State of Georgia.

l) Rules of Construction. The descriptive headings in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. The Parties to this Agreement do not intend that any other person will obtain any rights as third-party beneficiaries of this Agreement. This Agreement may not be construed in favor of or against any party and is the result of bilateral negotiations and drafting.

m) Severability. If any term or provision of this Agreement is determined to be invalid or unenforceable to any extent, the Parties intend to enforce the provisions to the extent it is enforceable, and that the remainder of this Agreement should not be affected thereby, and that each term and provision of the Agreement be enforced to the fullest extent permitted by law.

n) Authority to Contract. Each Party represents that it has full power and authority to enter into this Agreement and to carry out its obligations accordingly.

o) Acceptance. By signing each Order Form, Customer acknowledges and agrees Customer has read, understood, and accepted all the terms and conditions set forth in this Agreement. Each Order Form incorporates this Agreement by reference and each such Order Form and this Agreement constitute a binding agreement between the Parties.

Exhibit A – File Transfer Protocol/WordPress Administrator Access Request

[Enter Client Full Legal Business Name] ("Client") requests File Transfer Protocol ("FTP") and WordPress ("WP") access for the [Enter Full Name of Client's Website] (the "URL").

I, [Enter Name of Authorized Company Representative], request FTP/WP access for the individual named below for the URL and acknowledge that Cantaloupe, Inc. ("Cantaloupe") will not be liable for any changes made to the website once FTP/WP access is provided. Any changes made will be the responsibility of Client.

Individual to Receive Access:

[Enter Full Name of Individual Receiving FTP/WP Access for the URL]

All updates, corrections, or additional change requests due to FTP/WP access modifications will be subject to Cantaloupe's hourly work rate.

If Client wishes to remove FTP/WP access for an individual for whom access was previously granted, Client will notify Cantaloupe in writing.

By Client's authorized signature below, the above designated individual is hereby granted FTP and WP access to Client's URL:

_____
Printed Name

_____
Title

_____
Signature

_____
Date