

## LICENSE AGREEMENT

1. This Agreement gives the Customer the right to a non-exclusive, non-transferable, non-assignable, License if Customer has fulfilled its obligations according to this agreement. This agreement is applicable for Structural Concepts' Autonomous Retail Merchandiser (ARM).
2. Customer has the right to terminate License by sending a written notice to Instant Systems USA 6 months in advance.
3. The License is limited to use for Kiosk deployment within the United States and Canada.
4. If Customer has fulfilled its obligations stipulated in this Agreement, Customer has the right to utilize the Kiosk System Platform for an unlimited number of Structural Concepts ARMs, Operational Hosting and Technical support.
5. The Customer shall pay a monthly License Fee to Instant Systems USA for the granted rights and provided services. Please select 1 of the following:
  - 5.1. ☐ Variable License Fee: 4.9% of the aggregated net sales generated per applicable ARM.
  - 5.2. ☐ Fixed License Fee: USD \$100 per month per applicable ARM.
6. The Customer shall provide necessary account information for processing of credit cards using an approved payment terminal. Please select 1 of the following:
  - 6.1. ☐ Payter P68: USD \$15 per month per applicable ARM.
  - 6.2. ☐ Castles UPT1000F: USD \$15 per month per applicable ARM and \$0.05 per Transaction.
  - 6.3. ☐ Cantaloupe VP6300 or Vendi: Cantaloupe service agreement required.
7. (Optional) ☐ The Customer elects to accept a 4G Data Subscription Plan that can be used within the United States for \$10 per month per applicable ARM.
8. Payments shall be made in USD and no later than 30 days after the invoice date. If the Customer fails to make payment within the stipulated time, Instant Systems USA is entitled to interest charges on any overdue payment corresponding to 1 percent per calendar month.
9. Unless otherwise specifically stated in this Agreement, all prices shall be exclusive of taxes, duties and other charges levied by the authorities or in the Customer's country, including but not limited to import customs duties and any value-added tax (VAT) or the equivalent.
10. Customer shall at its own cost and expense, be solely responsible for all work necessary for the installation and operation of the ARM, including but not limited to obtaining and maintaining necessary permits and lease agreements, performing necessary civil works such as securing electricity and internet connection to the respective ARM, continuously performing service and maintenance of ARM, troubleshooting and replacement of defective parts and at all times maintaining Internet and electricity supply.
11. Other than in respect to what is clearly stated in this Agreement either Party shall in no event be liable for any direct, indirect, consequential, incidental, special exemplary or punitive

damages including loss of actual or anticipated profits, revenues or product, increased expense of borrowing or financing and increased cost of capital arising out of this Agreement.

12. This Agreement shall come into force on the Effective Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ and can be discontinued anytime by written notice to Instant Systems USA with at least six (6) month notice. Fees may be adjusted on January 1<sup>st</sup> based on the U.S. Consumer Price Index for All Urban Consumers (CPI-U) as published by the U.S. Bureau of Labor Statistics "CPI". Instant Systems USA shall provide written notice to Company at least thirty (30) days prior to the effective date of any adjustment to the fixed fees.
13. If Customer is in default of payment towards Instant Systems USA more than 15 days after Instant Systems USA has sent a written reminder to the Customer, Instant Systems USA is entitled to suspend its performance under this Agreement until the Customer has paid in full for all Instant Systems USA' outstanding claims against the Customer.
14. Upon termination of the Agreement the Customer shall immediately cease using the ARM Software and uninstall all ARM software from its terminals, computers and/or ARM. The Customer shall also certify in writing to Instant Systems USA that all software making up the ARM Software has been uninstalled from all Customer's terminals, computers and ARMs and that copies in any form or media is not detained.
15. This Agreement shall be governed by and construed in accordance with the laws of Delaware without application of its conflict of laws principles.
16. Any dispute, controversy or claim arising out of, or in connection with, this Agreement, or the breach, termination or invalidity of the Agreement, shall be finally settled by Delaware District Court unless the parties agree to settle any dispute thru arbitration.

Signature

**INSTANT SYSTEMS USA**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CUSTOMER**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_