PURCHASE & SERVICE AGREEMENT

This Agreement (the “Agreement”) is entered into the date as shown on the executed binding Purchase Order between MicroBox Technologies LLC, or any of its affiliated Companies / dbas as may be shown on the binding Purchase Order (the “Company”) which shall mean MicroBox or any of the affiliated Companies or dbas shown and this Agreement hereby incorporated and agreed by the authorized person signing on behalf of themselves and the Customer (Licensee) shown on the Purchase Order between the “Company” and Customer (“Licensee”) or any representative or GPO or Community of Customers that may be referred to individually as a “Party” or collectively as the “Parties.”

1. **Equipment and SaaS**

Customer (Licensee) will acquire AI Vending Systems (Equipment) and will be licensed to use the software under the terms agreed

in this Purchase & Service Agreement and the Binding Purchase Order between the “Parties” which is hereby incorporated.

1. **Financial and Payment Terms.** 
   1. The Licensee will pay the” Company” as shown on the binding Purchase Order all costs of equipment and license support fees detailed on the binding Purchase Order. The Licensee further authorizes the “Company” to deduct the IoT fees or license fees detailed on the Purchase Order to be charged to Licensee on the first day of each month thru a separately executed ACH, Credit Card on File or by the payment processing provider as may be directed by Company and will not be contested and is hereby incorporated into this MPSA and agreed as binding upon the Parties.. Equipment purchased will require full payment prior to shipment. If credit is extended All invoices will be paid within 10 days after receipt of invoice. Interest will begin on unpaid balances on the 11th day at a rate of 1.5% per month until paid in full. Licensee fees are due on the first day of each month in full. Any attorney fees or collection costs of any nature shall be a binding and personal obligation of the company and the company agent that executes the Purchase Order for equipment purchases. Any charges paid on Licensee credit card are final and may not be challenged or reversed by the card holder or the card holder issuing bank for any reason.
   2. Taxes

Except as otherwise provided below, “Company” is not liable for any taxes that licensee is legally obligated to pay. Licensee will pay “Company” any sales, use of value added taxed it owes due to this Agreement and which the law requires “Company” to collect from Licensee. If Licensee provides “Company” a valid exemption certificate, “Company” will not collect the taxed covered by such certificate. The licensee further identifies and releases any and all liability to “Company” for any under or over billing of Taxes to include penalties if applicable regardless of fault to collect, not collect or requirement to self-report or any other action.

1. **Price Adjustment** 
   1. “Company” shall have the right to adjust the sales price based on the changing cost of products or services. “Company” reserves the right to modify, increase or decrease sales price to reflect product or services cost increases or decreases that have occurred automatically after 12 months.
   2. “Company” may direct for the effective license fees, other services or connectivity fees be deducted by the Merchant of Record and paid directly to “Company” or “Company” may elect to bill the client or deduct from the Licensee bank account as authorized by a valid ACH transfer agreement on file for these agreed fees In its sole discretion.
   3. “Company” retains the right to increase the license fees, connectivity fees or merchant fees on an annual basis as may be necessary in its sole discretion.
   4. “Company” reserves the right to monetize the advertising screen to display various advertisements. The Customer shall have the right to opt out for any location that refuses to allow for advertisements by giving a written request to the Company.
2. **Performance Standards.**

In order for a Licensee to secure and maintain the right to purchase equipment minimum standards must be maintained as follows:

* 1. The agreed number of machines will be ordered and fully paid for in accordance with the executed Purchase Order
  2. All payment terms will be met.
  3. Minimum industry acceptable quality standards of performance for each location placed will be met.
  4. All governmental regulations associated with the Licensee business will be in good standing.
  5. All fees, licenses, sales tax, property tax or other government assessments will be in good standing.
  6. All payment processing will be within PCI regulatory compliance. Licensee indemnifies “Company” against any liability associated with the Licensee requirement to maintain payments within PCI standard or product or revenue loss of any type.
  7. Licensee will keep customer information private and shall not sell or offer to sell access to such information. Licensee indemnifies “Company” against any liability associated with the Licensee or “Company” requirement to maintain customer private information.

1. **Disparagement**

The parties agree during the term of this Agreement and 24 months following termination of this Agreement neither party shall disparage the other or share any negative experiences regardless of fault..

1. **Warranty Terms**

The Parties hereby acknowledge and agree that, with effect from the Signing Date, the WARRANTY terms for All Customers of the Licensee and/or the Licensee shall be as the following:

* 1. The warranty period of the Products for a period of 3 years from the date of shipment (“Warranty Period”). for all CV detection hardware only that includes cameras, GPU, power supply, and Video Screen. The cooler shall be a three-year pass thru warranty against factory defects and five years on the compressor direct from the Manufacturer not guaranteed by “Company” Such Products shall have completed a series of standard or process, to the satisfaction of standard of “Company”, including but not limited to FQC standard of sample device of different type of coolers before mass production of such certain type, IQC standard before production, FQC standard after production in the cooler factory, RMA process, Device Registration process (for SaaS service only), Model Delivery process (for SaaS service only) and etc. (together referred to as “Company Standard”).
  2. If during the Warranty Period, any quality issues arise other than due to the reason of Customers of the Licensee and/or the Licensee, or natural depletion, “Company” will, coordinate with SandStar or hardware manufacturer to repair such Products following the Hardware SLA (as listed in EXHIBIT C) of “Company” (the “Warranty Liability”). This warranty is hardware swop only and does not include labor or shipping of replacement components.
  3. Notwithstanding anything in the foregoing, “Company” shall have no Warranty Liability if:
     1. Customers fail to follow the required “Company” Standard.
     2. The damages are caused by use, maintenance, or storage not in compliance with the requirements in the user’s manual.
     3. the Products are modified or repaired by Customers of the Licensee or dismantled, modified, or repaired by any third party not designated by “Company”.
     4. due to natural depletion, abrasion or aging of consumable material.
     5. due to electricity system malfunction caused by force majeure or misuse such as imperfect earth or voltage beyond prescribed scope.
     6. The warranty certificate or series number of the Product is amended without authorization.
     7. The damage is caused by Customers of the Licensee or the overuse of the Product is beyond its capacity limit.

1. **Confidential Information**

The Parties hereby acknowledge and agree that, with effect from the Signing Date shown on the Purchase Order,

* 1. All studies, information, reports, and software (source codes excluding open-source codes, object codes & executables), flow charts, diagrams or any tangible or intangible materials produced or developed by one party shall be exclusive ownership of the “Company”.
  2. The components, tangible and intangible information that are not directly presented from the outer appearance of the Products shall be deemed as trade secrets of one party (the “Trade Secret”), and as such Trade Secret are valuable and protected by applicable laws, and that the use must be carefully and continuously controlled. In accordance with the previously mentioned, all the Parties agree to use its highest standard of diligence to ensure the confidentiality of the Trade Secret, and will prohibit the unauthorized access to, use or duplication of any of the Trade Secret.
  3. The Parties will not cause, permit nor allow the Trade Secret or materials to be copied, duplicated, transcribed, reverse engineered, sold to, revealed to, or used by any other person, firm or company without prior written consent of the disclosing party. One party will notify other parties immediately of the unauthorized possession, use or knowledge of any Trade Secret by any person or organization not authorized by the BPA and/or this Addendum to have such possession, use or knowledge.
  4. One party will promptly furnish other parties’ full details of such unauthorized possession, use or knowledge, and will cooperate fully in any litigation against any third party deemed necessary to protect the party’s proprietary rights.
  5. It is agreed that the Parties’ obligations relating to intellectual property and trade secret will remain in force and effect and binding upon the Parties until, by their respective terms, they are no longer operative or are limited by an applicable statute of limitations.

1. **Intellectual Property**
   1. It is agreed that all existing studies, information, reports and software (source codes excluding open-source codes, object codes & executables), flow charts, diagrams or any tangible or intangible materials produced or developed solely by “Company” or any “Company” supplier (Existing ‘Company” Proprietary Rights) is the legal property of “Company” and shall enjoy the exclusive right to use all existing intellectual property of the Products under this Agreement. The “Licensee” acknowledges the Existing “Company”” Proprietary Rights of the Products and covenants and will not to infringe these rights by any means, except the rights to use the logos, name or the marks of “COMPANY” for the achievement of the purposes of this Agreement. Unless otherwise provided, the provision of the Solutions under this Agreement to the licensee by the “Company” shall not be deemed to be transferred to the “Licensee” of any Existing “COMPANY” Proprietary Rights of the Products owned or controlled by “Company”.
   2. It is further clarified that the future intellectual property rights (Further Proprietary Rights) developed in terms of product, patent or design etc.; by “Company” with the utilization of exclusive resources (funds, human intelligence and technology) of “Company” shall be exclusive ownership of “Company” only (Further “Company” Proprietary Rights).
   3. The Licensee agrees that, without the prior written consent of “Company”, it shall not, directly, or indirectly, nor shall it permit or authorize any third party or its affiliates to:

(a) duplicate, copy, adapt, alter any trait or function of the Products.

(b) copy, amend, reverse engineer, disassemble, decompile or otherwise attempt to crack the program, software, component or module contained in the Products.

(c) interfere or reverse engineering with the program, software, component, or module contained in the Products.

(d) use the “COMPANY” technology or service or use the technology substantially similar to “Companies” in the Vending Scenario.

(e) With respect to the software contained in the Products, the Licensee is granted the right to use such software or sell the products with such embedded software or to provide support services to customers in requirement of the usage of the Products sold through the Licensees channel of distribution.

(f)Any amendment, modification, derivatives to be made by Customers of the Licensee and/or the Licensee based on Existing “Company” Proprietary Rights and Further “Company” may not be done with written approval of the “Company.”

1. **Employees.**

Both parties agree that they shall not hire employees of the other party for the duration of this Agreement and for one (1) year thereafter. Employee shall collectively mean employees of the party, its parent, and affiliated companies.

1. **Indemnification.**
   1. **Of the Licensee by COMPANY**

“Company” thru SandStar or hardware manufacturer agrees to indemnify and hold harmless the Licensee from and against any claim, loss, damage, expense, or liability that may result from any infringement of any patent, trademark, copyright, or trade secret with respect to the “Company” Solutions. If there is a legal action that seeks remedy from the Licensee concerning ““Company’s “warranty, infringement of copyright, patent, trade secret, or other proprietary right in or to the “Company” Solutions, the Licensee shall immediately notify “Company” of such action.

* 1. **Of “COMPANY” by the Licensee.**

The Licensee shall indemnify and hold harmless the “Company” it’s officers, owners, suppliers or employees from and against all Claims that “COMPANY” may suffer from or incur and that arise or result of ANY nature or kind which include by is not limited by (i) the Licensee's purchase of equipment, transport, storage, operation, or operation of its business not limited to product loss, revenue loss, injury, food borne illness, harassment claims, warranty disputes, product certifications, PCI compliance, Privacy compliance, data breaches, tax audits and any and all governmental penalties of any nature or company, breach of Contract by the Company including any legal fees or penalties of all nature and kind “Company” may incur to defend such claims. , (ii) the Licensee’s breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party including but not limited to the Licensee customers or suppliers.

1. **Insurance.** Licensee shall obtain and maintain insurance for the following risks in such amounts under such policies as appropriate: general liability $1,000,000 min (including contract, equipment damage or loss, theft, consumable product injury, automobile coverage, and workers’ compensation (including employers’ liability coverage). Client shall obtain and maintain insurance for the Premises against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate and add “Company”” as and additional insured.
2. **Disclaimer**
   1. **Privacy Terms**

The Parties hereby acknowledge and agree that, with effect from the Signing Date of the Purchase Order , the PRIVACY terms shall

be as the following:

(A) In order to provide order settlement services to users of the Product, All Customers of the Licensee and/or the Licensee, as the data processor, entrusts “Company” to collect video data of users’ shopping process (including order information, facial information (possibly), transaction time, transaction location and other personal information, hereinafter referred to as “User Shopping Data”). All Customers of the Licensee and/or the Licensee determines the purpose and method of processing the above-mentioned User shopping Data. Unless otherwise stipulated by laws, regulations or other agreements among the parties, “Company” as a technical service provider, only processes user data within the scope of the aforementioned purposes and in accordance with All Customers of the Licensee and/or the Licensee’s reasonable instructions.

(B) All Customers of the Licensee and/or the Licensee understands and agrees that All Customers of the Licensee and/or the Licensee shall perform its data protection obligations stipulated in data protection laws (including but not limited to the Personal Information Protection Law, the Cybersecurity Law, etc.) to ensure the legality of entrusted data processing activities, including but not limited to:

(a) All Customers of the Licensee and/or the Licensee shall carefully judge the legality of the data source, content, and processing activities. All Customers of the Licensee and/or the Licensee shall bear all consequences and responsibilities caused by the instructions to “Company” and violation of data protection laws when using “Company” products or services;

(b) All Customers of the Licensee and/or the Licensee shall ensure that it has performed and will continue to perform its personal information protection compliance obligations in accordance with applicable data protection laws. All Customers of the Licensee and/or the Licensee shall ensure that it has informed personal information subjects or obtained consent from personal information subjects regarding the processing of their personal information (including the entrusted processing herein and therein) in accordance with applicable laws. All Customers of the Licensee and/or the Licensee shall ensure that it has the legal basis for personal information processing stipulated by data protection laws. All Customers of the Licensee and/or the Licensee shall also ensure that it has conducted personal information protection impact assessment in accordance with applicable laws.

* 1. **Potential risks of third-party payment equipment / acquirer**

In the process of providing products / services, “Company” inevitably uses third-party equipment and services, such as payment terminals, bill collection services, network services, etc. “Company” will not be responsible and is identified by the authorized agent executing the binding PO between the parties for the compensation or joint liability arising from third-party payment equipment and/ or acquirer, or internet provider or service provider or any other provider or any reason regardless of claim or fault.

1. **Term.**

This Agreement may be terminated:

* 1. By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party’s material breach is not cured within 30 days of receipt of written notice thereof; provided, however, that nothing in this subsection shall prevent a Party from seeking immediate injunctive relief where appropriate, to protect Confidential Information or such Party’s proprietary or intellectual property rights.
  2. By either Party by delivering to the other Party a written notice of no less than 90 days. Upon cancellation by either party the license fees will remain an ongoing obligation of the Licensee for all then deployed commercial machines for an ongoing period of not less than 12 months. License will continue to be allowed to use the software following the 12-month period contingent upon all fees remaining current. Licensee inability to collect from their customer will not relieve them of their obligation to pay the agreed licensee fees to “Company.”

1. **Proprietary Marks.**

Licensee acknowledges that the names, logos, service marks, trademarks, trade dress, trade names, and patents, whether or not registered, now or hereafter owned by or licensed to “Company” or it’s affiliated, and parent companies (collectively Marks) are proprietary Marks, and Licensee will not use the Marks for any purpose except as expressly permitted in writing by “Company” Upon termination of this Agreement, Licensee shall (a) immediately and permanently discontinue the use and display of any Marks, and make, or cause to be made, such changes to the Premises as “Company”” shall reasonably direct so as to effectively distinguish the Premises from its former appearance.

1. **Assignment.**

Either party may not assign or subcontract this Agreement to an affiliated business entity without the prior written consent of the other party which will not be unreasonably withheld. This Agreement shall be binding upon the parties’ successors and assigns.

1. **Entire Agreement.**

This Agreement, and the exhibit(s) attached hereto constitutes the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all other agreements between the parties with respect thereto. This Agreement may not be changed without a written amendment signed by an authorized representative of each party.

1. **Notices.**

Unless otherwise stated, the parties shall be noticed at the addresses listed below, or to any other address as designated by one party upon notice to the other party. All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid, or by deposit in the United States mail, first-class postage prepaid by registered or certified mail.

1. **Force Majeure.**

In case performance of any Obligations hereunder (other than the payment of monies due) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, epidemic, pandemic, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its Obligations hereunder (other than the payment of monies due) during the period such cause continues, and, if mutually agreed to and if possible, extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

1. **Arbitration.**

The Parties agree that every effort will be made to resolve disputes through friendly negotiation. Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the International Center of Dispute Resolution (ICDR) of American Arbitration Association for arbitration in New York in accordance with its arbitration rules. for the time being in force, rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be North Carolina/. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

1. **Governing Law.**

This Agreement shall be governed by the laws of North Carolina.

1. **Severability.**

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained in this Agreement.

1. **Entire Agreement.** This Agreement, together with Exhibit A, constitutes the final, complete, and exclusive statement of the Agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties

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1. **Photo Release** I grant permission to “Company” its representatives or employees the right to take photographs or videos for any location installed from by “licensee” for use in marketing materials. I authorize “Company”, its assignees and transferees to copyright, use and publish the same in print and/or digital formats and to use other location case study information as “Company” determines in their sole discretion is useful to promote the external awareness of location placement benefits. I agree that “Company” may use such photographs or videos with or without my name and for any lawful purpose, including for publicity, illustration, advertising, or electronic content.

**This agreement is incorporated with all terms accepted and binding upon the parties as evidenced by the signatures on the purchase order between the parties with no additional signatures being required between miicrobox technologies or any of their affiliated companies and customer authorized to execute the binding po between the parties.**