

## ATM SERVICES- TERMS AND CONDITIONS

By entering into a related ATM Services Agreement with Apple Water Management, LLC, a California limited liability company (including its agents, affiliates and assigns, as applicable) (“**Provider**”), Customer (as defined in such ATM Services Agreement, and including affiliates and subsidiaries, as applicable) hereby agrees to the following ATM SERVICES- TERMS AND CONDITIONS (the “**ATM Services Terms and Conditions**”). Terms not otherwise defined herein shall have the meaning as set forth in the ATM Services Agreement.

### 1. **Provider Responsibilities and Representations and Warranties.**

- a. **ATM Supplies:** If applicable in the relevant ATM Services Agreement with Customer, Provider will source all consumable supplies necessary for standard operation of the ATMs (as defined in the ATM Services Agreement).
- b. **Processing Services:** Provider shall contract with a third-party Processor to provide transaction processing services (“**Processing Services**”) through an agreement with such third-party Processor entered into in the discretion of Provider. “**Processor**” means a party that provides those services which are necessary to operate a Terminal in accordance with the bylaws and operating rules of the Networks (as defined below), as amended from time to time; the Payment Card Industry Data Security Standards, and the published policies and procedures of applicable banks and other applicable requirements, laws, rules and regulations. “**Terminal**” means an ATM terminal. “**Network**” means the credit, debit, and stored value card proprietary Networks for transmitting items and other electronic messages and settling transactions between participants (the “**Network Services**”) and includes, but is not limited to, a switch, Terminals, cards, all related computer hardware and software, telecommunications facilities and equipment, rules, regulatory authorities, technical specifications, logos, and marks.
- c. **Data Communication Services/Access:** At its discretion, Provider shall contract with a third party to provide compliant telecommunication or internet protocol devices and connections for the transmission of data with respect to the ATMs (the “**Data Communication Services**”). Provider may pass through any such charges and fees (or a portion thereof) to Customer in connection therewith and including in connection with the fee sections and offset sections of the ATM Services Agreement.
- d. **Cash Loading Services (inventory):** Provider will, if applicable in the relevant ATM Services Agreement with Customer, either directly or through an agreement with a reputable cash loading service, maintain and make commercially reasonable efforts to keep a sufficient amount of cash in the ATMs to meet expected ATM customer requirements, which may vary from time to time (the “**Cash Handling Services**”).
- e. **Cash Inventory:** Provider will, if applicable in the relevant ATM Services Agreement with Customer, provide Cash Inventory for proper use and operation of ATMs. “**Cash Inventory**” means United States legal tender issued in the form of a Federal Reserve Note by the United States Federal Reserve Banks or a United States Note by the United State Treasury Department, owned by Provider and provided for the use and operation of the ATMs detailed in the ATM Services Agreement. Customer expressly acknowledges the ownership rights of Provider in and to the Cash Inventory provided by Provider for use in the ATMs. The parties acknowledge and agree that until dispensed from an ATM to a customer of that ATM, the Cash Inventory shall be the sole and exclusive property of Provider and neither Customer, nor any third party shall have any interest (including without limitation, legal, equitable or security interest) in or to such Cash Inventory. In no event will legal title to the Cash Inventory pass to Customer.

- f. **Programming, Installation and Bring-Live of ATMs:** Provider shall handle initial programming, installation and bringing live of the ATMs pursuant to, and as set forth in, the ATM Services Agreement.
  - g. **Representations and Warranties of Provider:** *Duly Organized:* Provider is duly formed, validly existing and in good standing under the laws of the state of its incorporation and is authorized to do business in each state in which the nature of their activities makes such authorization necessary. *Authority:* Provider has power and authority to execute and deliver this Agreement (including the exhibits hereto) and to perform its obligations under this Agreement (including the exhibits hereto). *No Conflict:* These terms and conditions and the ATM Services Agreement, and the provisions herein and therein, do not conflict with any of Provider's governing documents or any other agreement, contract, lease or obligation to which Provider is a party or by which it is bound.
2. **Fee Matters.**
    - a. **General:** Fees are as set forth in the ATM Services Agreement between the parties.
    - b. **Interchange Fees:** Interchange fees (or similar such industry standard term) are not subject to split or share with Customer regardless of if all or a portion thereof are received by Provider.
    - c. **Advertising and Marketing Income:** Any and all income related to advertising and/or marketing shall solely be income to be paid to Provider and Provider shall control all such marketing and advertisement rights with respect to the ATMs at the Sites.
  3. **Customer Responsibilities and Representations and Warranties.**
    - a. **Location of ATMs/ATM Placement & Compliance with Law:** Customer either owns, rents, leases or has other (direct or indirect) written authority or control to place ATMs at each of the Sites as set forth in the ATM Services Agreement, including Exhibit A thereto. The Sites are (at all times) authorized for their applicable commercial purposes in accordance with local and State laws and regulations (and including as permitted and licensed retail premises if required in compliance with law). Customer will make any such agreements, instruments, permits and/or licenses or other authorizations available to Provider upon request. Customer will notify Provider of any changes of such rights or locations in advance thereof and pursuant to continuous reporting requirements in accordance with laws and regulations, ATM Regulations (as defined below) and/or Network or Processor requirements and any other third-party requirements (including as otherwise set forth under any agreements, instruments or authorizations related hereto or thereto). All ATMs shall be placed in areas that are open to customers during business hours and shall not be placed in any "limited access areas", restricted areas or the like (as set forth in the DCC Regulations- defined below- if pertaining to licensed cannabis retail premises; the ATM Regulations more generally; or other relevant laws, rules and regulations). Prior to placement of any and all ATMs at any and all Sites, Customer shall ensure that such placement will not, in any case, trigger any reporting, notification, or agency approval requirements or other authorizations under the California Code of Regulations, Title 4, Division 19 (the "**DCC Regulations**"); ATM Regulations; or any other applicable cannabis or non-cannabis laws, rules and regulations in the applicable locality, and State of California or other jurisdiction(s), in each case, as applicable. If any reporting, notification, or agency approval requirements or authorizations are triggered, Customer shall be responsible for ensuring the compliance with the same prior to the installation of any and all ATMs, as applicable. Customer shall ensure supply connection as well as electrical power for the ATMs and, at its expense, the related electrical power

outlet and charge (110V) with isolated ground within 2 feet of the ATM; ensure the maintenance of the area around the ATM so it is clean, safe, accessible, and visible to the general public; ensure general compliance with laws, rules and regulations in connection with ATM placement; ensure a suitable operating environment as specified by the manufacturer of the ATMs and general best practices; and ensure that no posting of any signs, plaques, advertising or other materials are placed on the ATM, except as authorized by Provider and in accordance with this agreement and the ATM Services Agreement and applicable ATM Regulations and other laws, including, without limitation, such laws governing trademarks and other intellectual property. Without limiting the foregoing, Customer shall ensure compliance with ATM Regulations at all times in such placement and otherwise with respect to the ATMs and Sites. “**ATM Regulations**” means all local, state and federal laws, rules and regulations, including, without limitation, Regulation E, FinCen, the Americans with Disabilities Act (ADA), and Network and sponsoring financial institution regulations and requirements, and other statutes, codes, ordinances, laws, regulations, orders and decrees of any regulatory authority or other governmental or quasi-governmental authorities and agencies, regarding the deployment and use of the ATMs and execution of these terms and conditions and the ATM Services Agreement and including, without limitation, any necessary related registration and licensing or permitting requirements, as applicable. This obligation shall include, without limitation, any and all claims for contractual, tortious, or statutory damages of any nature whatsoever and any and all injunctive or other equitable relief, as well as reasonable attorney’s fees and court costs.

- b. **Exclusive Arrangement:** Customer must maintain exclusivity with Provider as set forth in the ATM Services Agreement between the parties.
- c. **Processing-Related Requirements:** Customer shall work with Provider to adequately display on the ATM all program symbols, service-marks and names that inform the public of qualifying cards and Networks. Customer additionally agrees to complete any documents required by Processor or Provider to facilitate the implementation and delivery of the Processing Services.
- d. **Network-Related Requirements:** Customer shall comply with any Network-related requirements and agrees to complete any documents required by Network or Processor or Provider to facilitate the implementation and delivery of the Network Services.
- e. **Insurance:** Insurance will be procured as set forth in Exhibit A to the ATM Services Agreement. If no terms of insurance are provided therein, in connection with this Agreement, including the exhibits hereto, and the related agreements, Customer shall maintain comprehensive general liability insurance, including products and contractual liability insurance, in an amount not less than one million dollars (\$1,000,000) combined single limit with an insurance company qualified to do business in the state(s) in which the ATMs are located, with Provider named as an additional insured, including, without limitation, protecting the parties from any injuries or damages claimed or sustained by any person using or attempting to use the ATMs. Customer will pay Provider an additional insurance fee of twenty dollars (\$20.00) per month per ATM subject to, and without limiting, the other payment provisions of these terms and conditions and the ATM Services Agreement. Any changes or modifications to these insurance policy requirements will be set forth in the ATM Services Agreement Exhibit A, if applicable.
- f. **Representations and Warranties by Customer:** *Duly Organized:* Customer is duly formed, validly existing and in good standing under the laws of the state of its incorporation and is authorized to do business in each state in which the nature of their activities makes such authorization necessary. *Authority:* Customer has full power and

authority to execute and deliver the ATM Services Agreement (including the Exhibits hereto) and these terms and conditions and to perform all of its obligations hereunder and thereunder (including, without limitation, to the extent Customer or contracting party includes ATMs and Sites of its affiliates and/or subsidiaries). No Conflict: Such agreements and terms and conditions and the provisions herein and therein do not conflict with any of Customer's governing documents or any other agreement, contract, lease or obligation to which Customer is a party or by which it is bound and to not conflict with or violate any ATM Regulations or other applicable laws. IP Licenses: Customer has, or will timely obtain, in connection with the ATM Services Agreement or these terms and conditions, any and all applicable inbound and outbound intellectual property licenses and/or authorizations, as applicable or necessary, to enable Provider's services hereunder, including in respect of software and other items to be displayed on the ATMs. No Litigation/Actions: There is no pending or threatened litigation or proceeding, judicial, tax or administrative proceedings against Customer or Customer's principals, the outcome of which might materially or adversely impact the continuing operations of Customer or the ability of Customer to enter into the ATM Services Agreement or these related terms and conditions or to comply with ATM Regulations or other applicable laws, rules and regulations. Permits/Licenses: Customer directly or indirectly, has any necessary permits, licenses and authorizations to perform the ATM Services Agreement and these terms and conditions and the agreements related thereto and hereto. Compliance with Law: Customer operational responsibilities and Customer's performance of the ATM Services Agreement and these terms and conditions, have been and will be, completed, at all times, in compliance with ATM Regulations and any other applicable local, state and federal laws, rules and regulations and policies and procedures in connection with the ATMs and Customer maintains and will maintain documentation of such compliance. Marketing: Customer has no rights to, and will not prevent or prohibit Provider from, controlling or exhibiting, marketing or advertisement on the ATMs, provided that such marketing or advertisement is not disparaging to Customer.

4. **Limitations on Liability; and Force Majeure Matters**: Liability: The sole liability of Provider under these terms and conditions and the ATM Services Agreement and with respect to the services of Provider generally, and the sole remedy of Customer shall be, the repair or replacement of ATM parts or re-performance of ATM services/operations contemplated in the ATM Services Agreement and herein, if such services are actually deemed defective. Customer acknowledges that such limitation of liability exclusively to this remedy does not cause these terms and conditions, the ATM Services Agreement and any related agreements to fail of its essential purpose or otherwise render such agreements (including the exhibits thereto) or the related agreements invalid or unenforceable. THE FOREGOING CONSTITUTES THE SOLE LIABILITY OF PROVIDER AND THE SOLE REMEDY OF CUSTOMER FOR DEFECTIVE MATERIALS, SERVICES OR WORKMANSHIP, WHETHER ARISING UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER FORM OF ACTION. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. In no event shall Provider be liable for any special, incidental, or consequential damages of any type or nature, or for any lost profits, lost income or loss of business opportunity regardless of whether such damages or losses are alleged to arise under contract, tort, strict liability or any other form of action and whether or not Provider has been advised of the possibility thereof or whether or not the same are reasonably foreseeable or occur due to the inaction or action of Provider. The obligations in this section constitute an allocation of risk between the parties hereto and the prices charged by Provider or surcharge or

fee splits of Provider for the related services herein and in the ATM Services Agreement and parts in respect of such services are based on such allocation of risk. The payments or fees provided for in the ATM Services Agreement are based on the value of the goods and services provided and are unrelated to the value of Customer's property or the property of others located at the Site or within the Equipment. Notwithstanding the foregoing or anything to the contrary herein, in any case in respect of these terms and conditions and the ATM Services Agreement (including the exhibits thereto) and the related agreements, Provider will only be liable for losses directly resulting from the gross negligence or willful misconduct of Provider (or Provider's employees or agents) up to the Cap set forth below. The total liability of Provider for loss from any individual ATM shall in no event exceed \$5,000 (the "**Cap**"). CUSTOMER AGREES THAT PROVIDER DOES NOT UNDERTAKE THE OBLIGATION OF AN ABSOLUTE INSURER IN THE PERFORMANCE OF THIS AGREEMENT AND THE RELATED AGREEMENTS (INCLUDING THE EXHIBITS THERETO). Without limiting the foregoing, Provider shall not be liable for losses from Customer's ATMs resulting from: (a) a machine malfunction; (b) currency dispensed due to mistake for fraudulent instruction manually or electronically transmitted to the ATM; (c) ATM equipment hardware malfunction; (d) mistakes in verification; (e) currency shortages; (f) improperly sealed deposit envelopes, as applicable; (g) deposits claimed to be contained in an ATM, but which were not actually deposited and available to deliver to customer, as applicable; (h) amounts said to be contained in deposit envelopes or deposits opened by customer and found to contain an incorrect amount, as applicable; (i) access to ATM by third parties not granted by Provider; (j) breaking and entering or burglary or other theft of the ATM; or (k) from any other causes not directly attributable to the gross negligence or willful misconduct of Provider (or its employees or agents). *Force Majeure*: Provider will not be liable for any delay or for failure to perform its obligations hereunder resulting from any cause beyond Provider's reasonable control, including, but not limited to: Customer's failure to timely supply Provider with necessary data, information or specifications if in fact Customer has agreed to supply any such data, information or specifications to Provider; any changes in any such data, information or specifications made by Customer; acts of God; weather; fire; explosions; floods; strikes; work stoppages; pandemics; endemics; slow-downs or other industrial disputes; accidents; riots or civil disturbances; dangerous conditions which present a threat to the safety of Provider or Provider personnel; acts of government; inability to obtain any license or consent necessary in respect of any unit of equipment; and delays by suppliers or material shortages or illegality. Scheduled performance dates shall be extended by any such causes.

5. **Indemnification**: Customer indemnifies, defends and holds harmless Provider and Provider's employees, agents, officers, directors, corporate parents, representatives, affiliates and assigns (the "**Indemnified Parties**"), against any and all claims, liabilities, losses, damages, costs, actions or expenses (including, without limitation, fees and expenses of attorneys' and court costs) arising due to or in connection with: (i) the negligence, recklessness, or willful misconduct, of the Customer or any of its agents, affiliates, employees, representatives or assigns (the "**Indemnifying Parties**") in performance of these terms and conditions and in performance of the ATM Services Agreement and any related agreements; (ii) any Indemnifying Party's breach of these terms and conditions and/or the ATM Services Agreement (including the exhibits thereto) and the related agreements, as applicable; or (iii) the failure of the ATMs to operate in compliance with applicable local, state or federal laws or regulations, or other required policies and regulations, including, without limitation, in connection with Network or Processor or Cash Handling Services, and including ATM Regulations and other applicable rules, laws and regulations, and including, without limitation, such ATM Regulations as relate to cannabis-and-non-cannabis-related laws, rules and regulations, in each case as applicable, except with respect

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to services *solely* in the operational control of Provider under the ATM Services Agreement as applies to compliance with ATM Regulations.

**[END- ATM SERVICES TERMS AND CONDITIONS]**