

Relai Exchange Zone Host Terms & Conditions

Updated 02/19/2024

AUTHORITY:

Relai Inc. (Relai) represents that LUXER Corporation (Luxer) is the legal owner of and has the full and complete authority to install the Harbor tower at LOCATION's facility and on each of the Premises. LOCATION represents that it is the legal owner or authorized tenants of the subject location(s) listed and has full authority to allow placement and/or installation of the Relai Exchange Zones and Harbor towers at the Location and each of the Premises.

OWNERSHIP AND LICENSE:

Luxer hereby grants to LOCATION the exclusive right and privilege to install (or, at Luxer's election, the exclusive right to facilitate installation by Luxer at the Location), host and permit use of the Harbor towers at each of the Premises of LOCATION. This limited license notwithstanding, it is expressly understood and agreed by and between the Parties that the Harbor towers installed on the Premises of Location (either by Luxer or by Location for Luxer's benefit) shall remain the property of Luxer. Upon termination of this Agreement by any means, Luxer shall have the right without any further notice to Location to remove any and all Harbor towers belonging to Luxer which have been installed on the Premises of Location.

TOWER EQUIPMENT: Location agrees that Luxer may install, operate, and/or maintain the Harbor towers at Location's premises in an indoor location or outdoor locations as mutually agreed. The LOCATION does not hereby provide any title, license, or other right of ownership to Luxer to the Location nor to any of the Premises, except for such license as necessary for maintenance, installation and removal of the Harbor towers, as necessary and at such times as agreed upon between the Parties. **Relocation of Equipment.** Location hereby agrees that once a Harbor tower is installed, it shall not move or relocate any Harbor Towers without first obtaining Relai's, express written consent.

TOWER LOCATION:

LOCATION shall dedicate the appropriate space for Luxer's equipment so that Luxer may maximize access by all potential users. If LOCATION requests that the Harbor towers be relocated to another site or Premises after installation has already been completed per Section 3(1), Location acknowledges and accepts that, at Luxer's election, relocation costs would either be i) assessed directly to Location and Location would be exclusively responsible for payment of the same prior to relocation, or ii) relocation costs shall be deducted from and offset against future commissions otherwise owed to LOCATION until Luxer has recovered costs for relocation of the Harbor tower(s).

The Harbor towers shall be located so as to provide an unrestricted view of the tower from the front entrance of the Premises. Location shall provide such space for the tower as is necessary to enable customers to have unobstructed access to the tower and for maintenance and servicing of the Harbor towers.

LOCATION must maintain the area around each of the Harbor towers so that each applicable Premises is clean, safe, visible, ADA-compliant, and accessible to the general public.

AVAILABILITY:

LOCATION agrees that the HARBOR TOWER(s) shall at all times remain available to the general public, throughout the term of this Agreement. Luxer and Relai reserve the right to schedule reasonable downtime to accomplish necessary maintenance or system improvements.

TOWER ADVERTISING:

Location acknowledges that the Harbor towers contain advertising managed and sold by Luxer or Relai in order to generate revenue to LOCATION and offset the costs of maintaining the tower network in the designated Premises. Location acknowledges and accepts that, with respect to such advertising, Luxer and or Relai has full and complete control and discretion with respect to the type of advertising that may be displayed on the Harbortowers. This Section notwithstanding, Location may request advertising restrictions by submitting a written notice to Luxer requesting the removal and/or restriction of certain ads running on the Harbor towers installed on the Premises ("Ad Restriction Notice"). With respect to any Ad Restriction Notice, Luxer shall, within five (5) business days upon receipt of the same, issue a written response, either A) complying with the request or B) rejecting the request, along with a brief explanation as to why the request has been rejected. This Section notwithstanding, Luxer agrees to remove any and all ads that are in violation of any local, state or federal laws.

TOWER ADVERTISING EXCLUSIVITY:

LOCATION hereby grants to Relai the sole and exclusive rights to advertise directly outside and within the Premises where the Harbor towers are located, with respect to all advertising on and/or displayed by the Harbor towers. In connection with such exclusive license, LOCATION hereby covenants that, unless first obtaining Relai's express prior written consent, it shall not place any advertisement, either through the display or dissemination of signs, posters, or other marketing materials on any surface of the Harbor towers. This Section

notwithstanding, Location possesses the unencumbered right to conduct advertising and marketing as it sees fit so long as such advertising/marketing is not placed on, in front of so as to block view of, or is otherwise interfering with the Harbor tower ads.

TRADE ADVERTISING:

Luxer may, provided that the advertising space has not been sold to a paying advertiser, place advertising on a "trade" basis. The costs and value of these displays will NOT be included in the calculations of Location's Ad Commission as designated pursuant to Section 5.4 above.

HARBOR HOST MARKETING: Luxer grants to the Location a limited, non-transferrable, royalty free license to advertise the presence of the Harbor towers on the Premises as mutually agreed based on location and marketing methods agreeable to both parties. This Section notwithstanding, Location agrees not to disseminate, publish or otherwise display any marketing materials promoting Harbor towers' installation at the Premises without obtaining Relai and Luxer's prior written consent as to the same.

INSTALLATION/TRAINING:

Luxer agrees to ship and install the Harbor towers at Luxer's exclusive cost and expense. In connection therewith, any staff or training expenses, installation, delivery or supply costs in connection with such installation shall be borne exclusively by Luxer.

MAINTENANCE/REPAIR:

Luxer shall arrange for necessary servicing and repair of the Harbor towers when necessary. In the event of any tower failure, damage, or other problem requiring repair, replacement, adjustment or maintenance, Location shall notify Luxer or a Luxer qualified and authorized representative within twenty-four (24) hours of first becoming aware of such failure or problem with the Harbor towers. In the event of a Harbor tower maintenance issue, Location hereby covenants and agrees that it shall not permit anyone, other than an authorized representative or designee of Luxer, to perform any service or repair work on the Harbor tower without first obtaining Luxer's express prior written consent of the same. Luxer and/or its representatives shall at any reasonable time and at all times during business hours have the right to enter into and upon the Premises for the purpose of inspecting, repairing, maintaining, or upgrading the tower and observing its use. This Section notwithstanding, Luxer is under no strict obligation to repair or perform maintenance on any malfunctioning Harbor towers. Luxer will deploy best efforts to repair malfunctioning Harbor towers as soon as it is commercially practicable for Luxer to do so, as determined in Luxer's sole and absolute discretion.

TERMINATION:

Luxer may terminate this Agreement, effective thirty (30) days after giving written notice to Location of its intent to terminate, or upon the occurrence of a material breach provided that such breach continues for thirty (30) days after notice of such breach. In addition, Luxer or Relai may terminate this agreement upon giving sixty (30) days prior written notice to Location, for any reason.

REMOVAL:

Luxer or Relai reserves the right to remove the Harbor towers from the Premises at their sole and absolute discretion. In the event Luxer removes the Harbor towers, this agreement will be terminated immediately once such equipment has been removed, except for any past-due commissions, the obligation of payment of which shall survive the termination of this Agreement. Upon termination, Luxer has 45 (forty-five) days to remove the Harbor towers from LOCATION. Removal costs shall be borne exclusively by Luxer. This Section notwithstanding, if LOCATION removes the Harbor towers independently before the 45 days removal period has been reached, LOCATION will be responsible for costs of replacement in association with any such unauthorized removal.

EXCLUSIVITY:

LOCATION grants to Relai the exclusive right to place any standalone secure collection of storage compartments at the subject location for the entire term of this agreement. In connection with such exclusivity, Location agrees to remove from the Premises any and all existing equipment providing substantially the same function as the Harbor towers. Following execution of this Agreement and for so long as this Agreement remains in effect, LOCATION agrees that it shall not authorize placement or installation of any equipment providing the same or substantially the same function as the Harbor towers, either inside or outside the Location, unless requested to do so by Relai.

SALE OF LOCATION, LUXER:

Sale of Location. In the event LOCATION transfers or moves its business from the Premises, or if LOCATION sells its business to a third party ("New Location Owner"), Location shall notify Luxer and Relai not less than thirty (30) days prior to any such event. Location agrees to take all such steps necessary so as to transfer and assign its obligations pursuant to this Agreement to any New Location Owner. In the event a New Location Owner refuses to assume Location's obligations pursuant to this Agreement in the event of a sale, this Agreement shall terminate upon New Location Owner's notice to Luxer and Relai of the same.

Sale of Luxer. In the event Luxer transfers all or a portion of its controlling interest to a third party ("Transferee"), the rights and responsibilities of this Agreement shall automatically transfer to Transferee and Location's obligations to Transferee shall continue and be consistent with such obligations Location otherwise owed to Luxer prior to the sale or transfer as contemplated by this section.

INSURANCE:

Luxer shall provide evidence of commercial General Liability insurance with coverage of not less than \$1,000,000 combined single limit for body injury, death, and/or property damage.

ARBITRATION:

Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction.

DISCLAIMER/FORCE MAJEURE:

LOCATION UNDERSTANDS AND AGREES THAT LUXER OR RELAI MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE HARBOR TOWERS. LUXER OR RELAI SHALL IN NO EVENT BE RESPONSIBLE FOR ANY LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL SPECIAL OR INDIRECT DAMAGES THAT LOCATION MAY INCUR. LUXER'S SOLE LIABILITY TO LOCATION HEREUNDER, EXCEPT AS OTHERWISE PROVIDED, SHALL BE TO REMEDY ANY BREACH OF THIS AGREEMENT IN A TIMELY MANNER. No party will be liable for failure to perform its obligations under this Agreement if such failure is due to acts or events beyond such party's reasonable control. THIS SECTION NOTWITHSTANDING IN NO EVENT SHALL LUXER OR RELAI BE LIABLE TO LOCATION FOR LOSS OF PROFITS OR FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM THE RELATIONSHIP OR THE COLLABORATION UNDER THIS AGREEMENT. TO THE EXTENT PERMITTED BY LAW, THE LIABILITY OF LUXER OR RELAI IN ANY AND ALL CATEGORIES, INCLUDING BUT NOT LIMITED TO MISTAKE, NEGLIGENCE, ACT OR OMISSION, INTENTIONAL ACTS, AND BREACH, SHALL NOT EXCEED, IN THE AGGREGATE, USD 1,000.

WAIVER:

A waiver by any party of a breach of any provision of this Agreement shall not constitute a waiver of that party's rights to otherwise demand strict compliance with this Agreement and any and all provisions hereof.

ASSIGNMENT:

This Agreement shall not be assignable by Location without the express prior written consent of Luxer. This Section notwithstanding and so as is consistent with Section 13(2) above, Luxer may freely assign or transfer some or all interest in Luxer at its sole and absolute discretion, and Location shall have no power to approve or disapprove of the same. Subject to the foregoing limitation, this Agreement shall endure to the benefit of and be binding upon the successors and assigns of the respective Parties.

ATTORNEY'S FEES:

Should any litigation be commenced between the Parties hereto or their personal representative concerning any provisions of this Agreement, or the rights and duties of any Party in relation thereto, the Party or Parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for their or his attorney's fee in such litigation, which shall be determined by the Court in such litigation, or in a separate action brought for that purpose.

CONTROLLING LAW:

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the state of California. The jurisdiction and venue for any legal proceeding to interpret or enforce this Agreement shall be in the county where Relai (or its successor in interest) maintains its principal place of business or residence.