

Purchaser (Corporate Name): _____
 d/b/a: _____
 Street: _____
 City: _____ State: _____ Zip: _____
 Telephone: _____ Effective Date: _____

Bulk CO₂ Plan / Installation Type:
 ___ Equipment Rent Product Purchase Plan ___ Budget Plan*
 ___ Product Purchase Plan ___ Other Plan Type
 ___ Standard Installation (_____)
 ___ Non-Standard Installation (_____)

As of the Effective Date, the undersigned ("PURCHASER") with respect to its locations set forth on the attached Store Location Listing (each, a "Location" and, collectively, the "Locations") agrees to exclusively (i) purchase from NuCO₂ LLC ("SELLER") its entire present and future requirements of carbon dioxide and nitrogen ("Product"), (ii) rent from SELLER the equipment described in Section 1 below, and (iii) procure from SELLER the services designated in Section 1 below, **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

1. Equipment, Product and Services:

Equipment	Monthly Fee per Unit of Equipment	No. Of Units per Location
Bulk CO ₂ Tank		
XactCO ₂ HP		
XactMix®		
XactN ₂ ® High Flow		
XactN ₂ ® Low Flow		
Gas Detection System – Central Unit		
Gas Detection System – CO ₂ Sensor		
Gas Detection System – O ₂ Sensor		
Safety Mode Box with Shutoff Valve		
Other Products/Equipment/Services (see Exhibit A)		

Product Plans:

Product Rate (per pound of Liquid CO ₂) or Monthly Budgeted Amount*	Annual Allowance of Liquid CO ₂ per Unit**	Overage Rate (per pound of Liquid CO ₂)

*The maximum usage threshold for the XactCO₂HP budget plan is 250 lbs. per month or 3,000 lbs. per year.

** The sum of the Annual Allowance of Liquid CO₂ per Unit for all rented Bulk CO₂ Tanks is hereinafter referred to as the "Annual Aggregate Amount." The Annual Aggregate Amount does not apply to the XactCO₂HP budget plan. The Annual Aggregate Amount shall be (i) subject to pro-ration during each twelve-month contract year (e.g., the first contract year will run from the Effective Date of this Agreement until the first anniversary of the Effective Date of this Agreement) to take into account any Additional Locations subject to this Agreement and any updates to the Store Location Listing effected by the parties, and (ii) blanketed over the Locations set forth on the Store Location Listing (as such listing may be updated). If PURCHASER exceeds the Annual Aggregate Amount during any twelve-month contract year, PURCHASER shall pay SELLER the Overage Rate for each pound of liquid CO₂ delivered by SELLER in excess of such Annual Aggregate Amount during such contract year. At least sixty (60) days prior to each anniversary of the Effective Date, PURCHASER may request that SELLER adjust PURCHASER's designated Budget Plan tier; such tier adjustment to take effect as of the anniversary of the Effective Date.

- A. All equipment described in the above table (including necessary piping, lines, fittings, etc. as determined by SELLER) and any other equipment supplied by SELLER to PURCHASER (e.g. high pressure cylinders) that is not identified in the table above (collectively, "Equipment") shall be supplied in accordance with SELLER's then current price schedule.
- B. Any industrial gas product supplied by SELLER to PURCHASER that is not identified in the table above shall be supplied in accordance with SELLER's then current price schedule.
- C. Services offered by SELLER may include, without limitation, bollard installation, gas detection system functional verification, equipment inspection, and telemetry, all as set forth on Exhibit A attached hereto (collectively, the "Services"). During the Term, PURCHASER may request SELLER to perform one or more of the Services, and SELLER reserves the right, on reasonable prior notice to PURCHASER, to install any Equipment and/or activate any Service at a Location at SELLER's then applicable rates if necessary to improve service reliability or if required by applicable law to ensure that Location's regulatory compliance.

2. Payments; Annual Price Adjustment: Interest shall accrue at the rate of 1½% per month or the maximum permitted by law, whichever is less, on all unpaid balances 30 days or more in arrears. All payments shall be made by PURCHASER without set-off or deduction of any kind. On each anniversary of the Effective Date of this Agreement, the Monthly Fees, the Product Rate, and the Overage Rate then in effect shall be increased by an amount equal to the greater of (a) five (5%) percent or (b) the percentage change in a U.S. Department of Labor price index selected by SELLER to reflect SELLER's increased costs. By paying the amount specified on SELLER's invoice without dispute, PURCHASER shall be deemed to agree to the pricing, Charges and Surcharges (as defined in Section 6 below), and any high-pressure cylinder balance set forth on SELLER's invoice.

3. Other Price Changes: SELLER will have the right to adjust the Monthly Fees, the Product Rate and/or the Overage Rate (the "Price Adjustment") effective fifteen (15) days after notifying PURCHASER of such Price Adjustment (a "Price Adjustment Notification"). If, however, within fifteen (15) days following PURCHASER's receipt of a Price Adjustment Notification, PURCHASER provides SELLER with a copy of a bona fide written offer from a reputable vendor of beverage gases offering Equipment and Product in like quantity, like quality, under similar conditions, and at lower prices than those contemplated by the Price Adjustment (a "Competitive Offer"), PURCHASER may terminate this Agreement with respect to those Locations affected by the Price Adjustment, unless, within fifteen (15) days after SELLER's receipt of the Competitive Offer, SELLER (at SELLER's sole discretion) either (a) meets the prices reflected in the Competitive Offer or (b) reinstates the Monthly Fees, Product Rate and/or Overage Rate, as applicable, that were in effect at the time of the Price Adjustment Notification (the "Price Match"). If SELLER makes the Price Match, SELLER shall have the right, in SELLER's sole discretion, to extend the term of this Agreement for up to six (6) years from the date SELLER implements the Price Match. Changes in prices pursuant to Section 2 or Section 6 of this Agreement shall not constitute a Price Adjustment for purposes of this Section.

4. Term and Termination: The term of this Agreement shall commence on the Effective Date and shall, subject to Section 3 hereof, terminate six (6) years thereafter (the "Initial Term"). Unless one of the parties has notified the other party of its intention not to renew this Agreement at least twelve (12) months prior to the expiration of the Initial Term or any Renewal Period, as the case may be, this Agreement shall automatically renew for successive six (6) year periods (each, a "Renewal Period" and, together with the Initial Term, the "Term"). For greater clarity, if, at PURCHASER's request and to meet PURCHASER's requirements, SELLER provides additional Equipment to an existing Location or installs Equipment at any Additional Location, then a new Initial Term shall be deemed to be effective as to that Location or Additional Location, as the case may be, commencing upon the installation date of that Equipment at any Location, or Additional Location, as the case may be. SELLER may terminate this Agreement for safety and/or service coverage area concerns upon thirty (30) days prior notice to PURCHASER, or such earlier time as may be warranted by SELLER's safety concern.

5. Delivery: SELLER may anticipate PURCHASER's requirements for Product and deliver Product at such times as are consistent with SELLER's delivery schedule. The delivery of Product by SELLER will constitute PURCHASER's purchase thereof, and the quantities delivered will be measured by SELLER by the method it regularly uses for deliveries. Title, costs and all risk of loss/damage to Product shall pass to PURCHASER upon delivery of Product into the Equipment. PURCHASER grants to SELLER the right of twenty-four (24) hour access to the site of any Equipment supplying any Location or Additional Location, and if (a) PURCHASER fails to grant or delays such access, or (b)

SELLER is unable to deliver Product at any time consistent with SELLER's delivery schedule or otherwise in accordance with the terms of this Agreement due to any act or omission of PURCHASER, PURCHASER will pay SELLER's then applicable delivery charge for averted and/or delayed deliveries.

6. Charges and Surcharges: PURCHASER shall pay SELLER any applicable service charges, delivery charges, including emergency out of gas delivery charges, surcharges (including an energy or fuel surcharge for delivery of Product (per PURCHASER Location) in accordance with SELLER's then current energy or fuel surcharge), and other charges or surcharges (collectively, "Charges and Surcharges") applicable to SELLER's customers generally and in effect from time to time. Charges or Surcharges may be adjusted from time to time on at least one month's prior notice as indicated on SELLER's invoice and may be assessed by SELLER monthly or following delivery of Product, Equipment or Services, as determined by SELLER.

7. Taxes and Permits:

A. PURCHASER is not liable for any net income or franchise taxes that SELLER is legally obligated to pay.

B. PURCHASER will pay SELLER sales, use, or value added taxes it owes due to this Agreement that the law requires SELLER to collect from PURCHASER. If PURCHASER provides SELLER a valid exemption certificate, SELLER will not collect the taxes covered by such certificate. Should PURCHASER's exemption certificate be disallowed, SELLER will bill PURCHASER for any applicable taxes (plus penalties and interest) associated with completed transactions for which SELLER had not collected applicable taxes. If the law requires PURCHASER to withhold taxes from payments to SELLER, PURCHASER may withhold those taxes and pay them to the appropriate taxing authority. PURCHASER will deliver to SELLER an official receipt for such taxes. PURCHASER will use reasonable efforts to minimize taxes withheld to the extent allowed by law.

C. PURCHASER shall pay SELLER for all applicable personal property taxes on the Equipment together with a personal property tax preparation service charge retained by SELLER.

D. PURCHASER will obtain, at its sole cost and expense, all permits and licenses in any manner connected with the presence of Product at a Location or the operation and/or use of the Equipment (including, without limitation, permits and licenses associated with the use and/or operation of Bulk CO2 Tanks, draught beer equipment, high pressure gas cylinders and/or Gas Detection Systems (as defined herein)), and will comply with all laws, regulations and ordinances applicable thereto.

8. Equipment Installation/De-installation and Maintenance Services; Third-Party Equipment:

A. SELLER shall be the exclusive source and installer of all the Equipment described above (including Gas Detection Systems), and such Equipment shall be installed at SELLER's then applicable installation rates. Any Monthly Fees associated with the Equipment shall begin accruing upon Seller's installation of that Equipment at a Location irrespective of when PURCHASER places that Equipment into service/activates that Location within its system. If PURCHASER's payments required to be made under this Agreement are current, SELLER will provide maintenance service on the Equipment at no additional charge; provided, that, SELLER shall charge PURCHASER for time and materials for any service call resulting from a malfunction of equipment not installed under this Agreement, to relocate the Equipment, or for damage to the Equipment due to atmospheric or other environmental conditions and/or misuse. Purchaser acknowledges and agrees that additional installation charges shall apply for any Equipment installed by Seller to meet applicable regulatory requirements at a Location.

B. Any equipment at a Location associated with beverage carbonation service, including a Product storage system, that is owned by PURCHASER or leased by PURCHASER from third parties other than SELLER ("Third-Party Equipment") shall be installed and maintained by PURCHASER. SELLER shall have no obligation to run /connect supply lines to any Third-Party Equipment; should SELLER perform such technical services at PURCHASER's direction, such services shall be billed at SELLER's then current rate schedule (with a one-hour minimum charge). SELLER shall have the right, without any liability hereunder, to refuse to deliver Product into any Third-Party Equipment should SELLER reasonably determine that such Third-Party Equipment is unfit for the storage, delivery or monitoring of Product. Should PURCHASER fail to maintain any Third-Party Equipment at a Location, SELLER, following reasonable notice to PURCHASER, shall have the right to repair (any repairs limited to bulk CO2 tanks and supply lines) or replace that Third-Party Equipment at PURCHASER's expense or exercise its termination rights set forth in Section 4 as to that affected Location. PURCHASER will indemnify and hold harmless SELLER and its affiliates from and against all costs (including reasonable legal fees and expenses), damages, liabilities and claims arising out of PURCHASER's failure to properly install or maintain any Third-Party Equipment at a Location.

C. If in the sole judgment of SELLER any Equipment installed or provided by SELLER shall become inadequate, including, without limitation, because of a change in PURCHASER's requirements for Product, SELLER shall have the right, at PURCHASER's sole expense, to substitute a different size or type of Equipment and the Monthly Fee(s) shall, at SELLER's discretion, be adjusted to reflect such substitutions.

D. A party's cancellation notice with respect to this Agreement shall include a proposed transition for the removal of SELLER's Equipment from each Location (the "Equipment Transition"). Should the parties fail to agree on the Equipment Transition within ten (10) business days following delivery of the cancellation notice, PURCHASER, upon the expiration or earlier termination of this Agreement, shall provide ready access to SELLER's Equipment at each Location and shall allow SELLER to perform its de-installation procedures with respect to the Equipment per SELLER's operations schedule. SELLER shall physically remove its Equipment from each Location at the time it performs its de-installation procedures. Should SELLER's technicians be denied access to any Location, PURCHASER shall pay for the technician time associated with traveling to/from that Location; such time to be billed at SELLER's then current rate schedule (with a one-hour minimum charge). Should SELLER's technicians be denied access to any Location on more than two occasions, the Equipment at that Location shall be deemed lost, and PURCHASER shall pay SELLER the replacement value of that Equipment.

E. PURCHASER acknowledges and agrees that SELLER, as part of its Equipment Transition protocol, may disable the fill boxes at a Location to prevent the inadvertent release of Product into the interior atmosphere of that Location.

9. Use of Equipment; Title to Equipment:

A. The Equipment shall be used by PURCHASER only at PURCHASER's Locations and shall not be sublet, moved, removed, replaced, modified, damaged, tampered with, or otherwise rendered inoperable or disposed of without the prior written consent of SELLER. PURCHASER will notify SELLER promptly after learning of defects in any Equipment. SELLER shall have the right at all reasonable times to enter PURCHASER's Locations to service and inspect the Equipment. PURCHASER's Location(s) will be free from toxic and hazardous materials (including corrosives) which would prevent or increase the cost of the installation or operation of the Equipment. If the atmospheric or other environmental conditions at PURCHASER's Location(s) affect the safe or reliable operation, or result in the imposition of any additional fees, costs or expenses relating to the maintenance, repair or operation of the Equipment, PURCHASER will promptly correct such conditions and reimburse SELLER for any fees, costs and expenses incurred by SELLER attributable to such conditions, including, without limitation, any costs associated with replacing the Equipment. PURCHASER shall be responsible for the care and safekeeping of the Equipment and shall return the Equipment to SELLER at the expiration or earlier termination of this Agreement in the same condition as when received, ordinary wear and tear excepted. PURCHASER shall pay SELLER for any repairs to the Equipment in excess of ordinary wear and tear at SELLER's then current rate schedule. Examples of damage to the Equipment that would be beyond ordinary wear and tear include, without limitation, surface contamination or corrosion (e.g. due to paint splatter, grease box residue, bird droppings, cement, tar, caustic cleaning chemicals, third-party adhesive labels), interior contamination (e.g. due to oil in tank), mechanical damage (e.g. broken valves, gauges, caps or vacuum plugs, damaged external copper tubing, tank legs, and handling rings, and surface area dents/dings/pitting) and vacuum degradation beyond manufacturer specifications. PURCHASER shall pay SELLER the replacement value of any lost (including inaccessible) Equipment. PURCHASER shall return all high-pressure cylinders included among the Equipment in a non-contaminated condition, valves closed, complete with caps and fittings.

B. PURCHASER expressly agrees not to hold itself out at any time as having title to the Equipment and shall keep the Equipment free from levies, liens, and encumbrances of all kinds.

10. Gas Detection Systems: SELLER shall provide PURCHASER with the applicable manufacturer's instruction manual for gas detection monitors, sensors, shutoff valves and related equipment (each a "Gas Detection System" and, collectively, "Gas Detection Systems"). PURCHASER understands the importance of Gas Detection Systems remaining in good operating condition at all times and PURCHASER agrees to perform the periodic system checks recommended in the manufacturer's operating manual, including an annual functional test of the Gas Detection System, and to follow all such instructions and complete all noted checklists when performing those system checks/tests. PURCHASER will promptly advise SELLER of any fault indicators or audible alarms. SELLER will not, and has no obligation to, service, repair or calibrate any legacy gas monitors, sensors or shutoff valves used by PURCHASER that are not part of the Equipment listed above (and PURCHASER shall promptly substitute any such legacy equipment with Gas Detection Systems supplied by SELLER). PURCHASER agrees to use any Gas Detection Systems installed by SELLER as an item of Equipment in accordance with all manuals and other literature relating to the operation of the Gas Detection Systems provided or made available to PURCHASER from time to time. PURCHASER shall promptly notify SELLER in writing in the event that (i) any component of the Gas Detection System is modified, damaged, tampered with or otherwise rendered inoperable, (ii) there are renovations or modification that result in a change in the distance or position of any component of the Gas Detection System in relation to other Equipment, or (iii) PURCHASER receives notice

from or on behalf of a government authority or regulatory agency that any component of the Gas Detection System is in violation of or fails to meet applicable regulatory requirements. PURCHASER shall pay SELLER for any repairs to any component of the Gas Detection System in excess of ordinary wear and tear and for the replacement of any modified, tampered with or damaged component of a Gas Detection System. At PURCHASER's election, SELLER shall sell to PURCHASER any Gas Detection System(s) at SELLER's then current pricing on the terms set forth on Exhibit B attached to this Agreement. Following the sale, the Gas Detection System(s) shall be deemed "Third-Party Equipment" for purposes of this Agreement.

11. SELLER Representations: Bulk liquid CO₂ delivered by SELLER hereunder will meet both (a) the International Society of Beverage Technologists (ISBT) Beverage Grade Carbon Dioxide Quality Guidelines and (b) the Compressed Gas Association (CGA) G-6.2 Quality Verification Level (QVL) I (Beverage Grade), Commodity Specification for Carbon Dioxide (collectively, the "CO₂ Specification"). Nitrogen delivered by SELLER hereunder will be CGA G-10.1 QVL B Food and Medical Grade nitrogen (the "Nitrogen Specification" and, together with the CO₂ Specification, the "Specifications") THERE ARE NO EXPRESS WARRANTIES MADE BY SELLER OTHER THAN THE WARRANTY THAT PRODUCT DELIVERED BY SELLER HEREUNDER WILL MEET THE SPECIFICATIONS. NO WARRANTIES BY SELLER (OTHER THAN WARRANTY OF TITLE AS PROVIDED IN THE UNIFORM COMMERCIAL CODE) WILL BE IMPLIED OR OTHERWISE CREATED UNDER THE UNIFORM COMMERCIAL CODE INCLUDING WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

12. PURCHASER Representation and Indemnities: PURCHASER represents and warrants to SELLER that it is not obligated under the terms of any other contract to rent Equipment or purchase Product for the Locations. In the event that the foregoing representation and warranty proves to be false, PURCHASER hereby indemnifies and holds harmless SELLER from and against all costs, including reasonable attorneys' fees, damages or liabilities that SELLER may incur in connection with any claim asserted by any third-party as a result thereof. PURCHASER shall further indemnify, defend and hold harmless SELLER and its affiliates and their respective employees, agents, successors, officers, and assigns (each, an "Indemnified Party") from any suits, losses, claims, demands, liabilities, costs and expenses (including reasonable attorney and accounting fees) that an Indemnified Party may sustain or incur arising from or related to (i) the use or operation of the Equipment by PURCHASER or by any of PURCHASER's employees or agents, including, but not limited to, the requirements of Sections 9 and 10 of this Agreement, and/or (ii) the use, storage or presence of Product while under the control of PURCHASER or any of PURCHASER's employees or agents, and/or (iii) PURCHASER's failure to comply with any laws and/or applicable manufacturer's recommendations related to the use of Equipment and/or Product.

13. Safety Matters: PURCHASER acknowledges that (a) there are hazards associated with the use of the Product and Equipment and that it understands such hazards, (b) it is PURCHASER's responsibility to warn and protect its employees and others exposed to such hazards through PURCHASER's use and storage of the Product, and operation of the Equipment, and (c) Equipment and Product rented and/or sold by SELLER are not designed, intended, or approved for medical or pesticide use. PURCHASER acknowledges receipt from SELLER of Safety Data Sheet(s) relating to the Product, copies of which are attached to this Agreement as Exhibit C, and agrees to make such Safety Data Sheet(s) (including updates or revisions thereto located on SELLER's website at <https://www.nuco2.com/home/safety/guideline>) available to its employees as a part of PURCHASER's safety program. PURCHASER shall give notice to SELLER at least one (1) month prior to the commencement of any renovations or alterations to any part of a Location where Equipment is present. PURCHASER acknowledges and agrees that SELLER, without liability hereunder, may suspend its performance under this Agreement as to any Location(s) due to documented safety concerns at that affected Location(s).

14. SELLER's Limitation of Liability: SELLER SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, NOR FOR ANY LOSS OF BUSINESS, INTERRUPTION OF BUSINESS, LOST PROFITS OR GOODWILL, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. PURCHASER may reject Product that does not meet the Specifications and no charge will be made for Product so rejected. PURCHASER acknowledges and agrees that the total aggregate dollar amount of all claims, losses, liabilities and/or damages that PURCHASER may recover from SELLER related to or arising from this Agreement, irrespective of the theory of law on which such claims, losses, liabilities and/or damages may be based, shall be limited to an amount equal to the sum of the monthly fees paid by PURCHASER under this Agreement over the immediately preceding twelve calendar months. The foregoing constitutes PURCHASER's exclusive remedy and SELLER's sole obligation with respect to any claim, loss, liability and/or damage relating to or arising with respect to this Agreement.

15. Default: In addition to any other rights or remedies SELLER may have at law or in equity, SELLER reserves the right to immediately cease delivery of Product and/or Equipment in the event of payment delinquency or upon default by PURCHASER in any of the terms or conditions herein (a "PURCHASER Default"). In the event (a) of a PURCHASER Default, (b) that any proceeding under bankruptcy laws shall be commenced by or against PURCHASER or (c) PURCHASER shall be adjudged insolvent or make any assignment for the benefit of creditors, SELLER may at its option immediately cancel and terminate this Agreement and repossess the Equipment with or without demand or notice to PURCHASER and without court proceedings (a "SELLER Termination for Cause"). Upon a SELLER Termination for Cause, PURCHASER (i) waives any and all claims against SELLER with respect to SELLER's repossession of the Equipment and (ii) agrees to pay to SELLER (1) the Monthly Fee(s) (per Location) plus, if applicable, all expected charges for Product (based on PURCHASER's Product purchases over the six-month period immediately preceding the SELLER Termination for Cause) for the balance of the then current Term of this Agreement, (2) a repossession charge of \$1,000 per item of Equipment removed from each Location, and (3) any reasonable attorney's fees and costs incurred by SELLER. At no time will PURCHASER's payment in the event of a SELLER Termination for Cause be less than \$1,000 (per Location).

16. Force Majeure: Service and deliveries of Equipment and Product by SELLER are subject to and contingent upon floods, hurricanes and other extreme weather conditions, strikes or other labor disturbances, fire, accidents, war, delays of carriers, inability to obtain materials, failures of normal sources of supply, restraints of government (whether or not it later proves to be invalid), or any other similar or dissimilar cause beyond SELLER's reasonable control (each, a "Force Majeure Event"). SELLER shall advise PURCHASER of the reason for and anticipated length of any such Force Majeure Event. In the event a Force Majeure Event affects only a part of SELLER's capability to deliver Product and/or Equipment, SELLER will allocate deliveries among the requirements of all its affected customers and SELLER's own requirements in a fair and reasonable manner, as determined by SELLER. PURCHASER will pay or reimburse SELLER for any additional costs incurred by SELLER relating to the delivery of any Product and/or Equipment to PURCHASER during a Force Majeure Event. SELLER shall not be considered in breach of this Agreement to the extent that the performance of its obligations hereunder is prevented by a Force Majeure Event.

17. Additional Locations; PURCHASER Relocation; Closed Locations:

A. PURCHASER shall notify SELLER of any additional locations (each, an "Additional Location") operated by PURCHASER and, provided that they are in SELLER's service coverage area, such Additional Location(s) shall be deemed Locations for all purpose of this Agreement; provided, further, that the initial Monthly Fees, Product Rate, and Overage Rate for such Additional Locations(s) shall be the Monthly Fees, Product Rate, and Overage Rate charged by SELLER for similar services at the time of installation of the Equipment.

B. If the operations at any Location are conducted at a new location, such new location, at the option of SELLER, shall be a Location subject to all of the terms and conditions of this Agreement. PURCHASER shall give notice to SELLER at least one (1) month prior to the date of any such relocation.

C. PURCHASER shall notify SELLER promptly in writing following a determination to permanently close any Location (each a "Closed Location") and such Closed Location shall cease to be a Location subject to this Agreement effective as of the date of closure set forth in PURCHASER's notice. PURCHASER shall be responsible for the payment of any unpaid invoices associated with each Closed Location, including any invoices attributable to the calendar month in which such Closed Location closes.

18. Notices: Routine business, commercial and technical correspondence, including invoices and price adjustment notices, promotional materials and case/work order status reports, must be in English and addressed to the other party's primary contact, and may be in electronic form. All legal notices given under this Agreement, including notices of termination or breach, must be written, in non-electronic form, and in English. Legal notices to SELLER must be sent by overnight courier that guarantees and can document next-day delivery. All notices shall be deemed duly given on the first business day following the date of dispatch. Each party may update its contacts by notice to the other.

19. Applicable Law: This Agreement shall be governed by and construed under the laws of the State of Florida without giving effect to any choice or conflicts of law provision that would render applicable the laws of any other jurisdiction.

20. Dispute Resolution:

A. *If a dispute or disagreement between the parties arising out of or related to this Agreement (each a "Dispute") is valued at \$25,000 or less, excluding costs or interest, either SELLER or PURCHASER shall commence an action in the Florida state court located in Martin County to resolve the Dispute. Both SELLER and PURCHASER agree to the*

mandatory and exclusive jurisdiction of that court for such Disputes, and each waives all objections to personal jurisdiction, venue, inconvenient forum, or any other legal basis or argument why such Dispute should not be adjudicated in Martin County, Florida.

B. If a Dispute is valued in excess of \$25,000, but less than \$75,000, SELLER or PURCHASER agree that the Dispute shall be settled by arbitration administered by the AAA in accordance with the Expedited Procedures of the Commercial Arbitration Rules and, as necessary, the laws of the State of Florida. The arbitration shall be conducted in English, in West Palm Beach, Florida, before one arbitrator. The arbitration will be based on the submission of documents; there shall be no discovery allowed by the arbitrator except for good cause shown and no in-person or oral hearing. Except as may be required by law, or to enforce an award, neither party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both SELLER and PURCHASER. The arbitrator may award interim and final injunctive relief and other remedies, but may not award consequential damages or punitive, exemplary, treble, or other enhanced damages not measured by the prevailing party's actual damages, except as may be required by statute. Any award of the arbitrator (including awards of interim or final remedies) may be confirmed or enforced in any court having jurisdiction. The arbitrator may determine how the costs and expenses of the arbitration shall be allocated between the parties but shall not award attorneys' fees. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or challenge evidence presented by the other party. If judicial enforcement of the arbitration award is sought, the prevailing party bringing such an action shall be entitled to its costs and reasonable attorneys' fees in addition to any amount of recovery ordered by the court.

C. If a Dispute is valued at or in excess of \$75,000, the procedure described in Section 20(B) shall apply, except that the arbitration shall be administered under the AAA Commercial Arbitration Rules.

D. Notwithstanding the provisions of this Section 20, SELLER or PURCHASER may commence an action or proceeding against each other (a) solely as part of separate litigation commenced by an unrelated third-party, (b) solely with respect to the collection of past due receivables and all other remedies available in the event of a SELLER Termination for Cause (as described in Section 15), and/or (c) if not first sought from the arbitrator, solely to obtain temporary or preliminary injunctive relief or other interim remedies pending conclusion of the arbitration.

E. **TO THE MAXIMUM EXTENT PERMITTED BY FEDERAL OR STATE LAW, EACH PARTY WAIVES THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR ANY OTHER REPRESENTATIVE PROCEEDING AS TO ANY DISPUTE.**

21. Confidentiality; Publicity:

A. The parties will comply with the terms of any nondisclosure agreement between SELLER and PURCHASER. If no such agreement exists, each party and its representatives (a) will protect and keep confidential the existence of this Agreement, its terms and conditions and any other information obtained from the other party in connection with this Agreement that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including all information relating to SELLER's and its affiliates' technology), (b) will use such information only for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling its obligations under this Agreement, and (c) will return all such information to the disclosing party promptly upon the termination of this Agreement. All such information will remain the disclosing party's exclusive property, and the receiving party will have no rights to use such information except as expressly provided herein.

B. Neither party will issue any press releases, publicity, or make any other disclosures regarding this Agreement or its terms or the nature or existence of any relationship between the parties, without prior written approval from the representative of the other party executing this Agreement. Notwithstanding the foregoing, during the Term SELLER shall have the right to use PURCHASER's logos, trademarks, copyrights, images, etc. for promotional and marketing purposes.

22. Entire Agreement; Amendment: This Agreement, its recitals and any exhibit or addendum incorporated herein, covers all agreements and understandings between the parties relating to the subject matter hereof and SELLER is not bound by any representations or inducements not specifically set forth herein or in any exhibit or addendum. All prior or contemporaneous negotiations, representations and agreements between the parties, are superseded by this Agreement. This Agreement may be amended, modified, supplemented, or rescinded only by a writing duly executed by both of the parties. Following the Effective Date, (i) no modification or amendment to this Agreement shall be effected by or result from the receipt, acceptance, signing, or acknowledgement of either party's purchase orders, quotations, invoices, shipping documents or other business forms; (ii) no restrictions, promises, warranties, covenants or undertakings shall arise from either usage in the trade, course of dealing or course of performance; and (iii) the terms of this Agreement shall supersede any provision in any purchase order, purchase order acknowledgment, quotation, request for quotation, specification or other document not specifically incorporated herein, even if such document and form purport to govern or supersede this Agreement.

23. Interpretation: Each of the parties, on its own behalf, acknowledges and agrees that it and its counsel reviewed and negotiated the terms and provisions of this Agreement, and that the rule of construction to the effect that any ambiguities are resolved against the drafting party will not be employed in the interpretation of this Agreement.

24. Assignment: This Agreement may not be assigned by PURCHASER without the prior written consent of SELLER. SELLER is free not to consent to any assignment, for any reason, or to consent to such assignment only on certain terms and conditions. In the event that PURCHASER's requirements for Product exceed SELLER's distribution capabilities for any Location(s), notwithstanding any provision in this Agreement to the contrary, SELLER may (i) assign such Location(s)' Product requirements to an affiliate to fulfill or (ii) exercise its termination rights set forth in Section 4.

25. Severability: If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

26. Authority; Counterparts: The individuals executing this Agreement on behalf of each party are duly authorized to bind such party. This Agreement may be executed in duplicate counterparts (and the parties hereby adopt as original any facsimile or .pdf copy of an original signature), each of which shall be deemed an original and both of which together shall constitute but one and the same instrument.

27. Survival: The provisions of this Agreement (together with any addenda and other attachments hereto), that reasonably may be interpreted as surviving cancellation, termination or expiration of this Agreement, will survive the cancellation, termination, or expiration of this Agreement.

28. Electronic Signatures: Each of the parties consents to doing business electronically and has agreed to use electronic records for purposes of this Agreement and transactions conducted pursuant to this Agreement. This Agreement may be executed through the use of electronic signature, which each party acknowledges is a lawful means of obtaining signatures in the United States. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes its signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by such party in writing. Each party also agrees that no certification authority or other third-party verification is necessary to validate its E-Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its E-Signature.

PURCHASER: _____

Print Name: _____

Print Title: _____

Authorized Signature: _____

Dated: _____

SELLER: NuCO₂ LLC

By: NuCO₂ Inc., its sole member

Print Name: _____

Print Title: _____

Dated: _____

Exhibit A

OTHER EQUIPMENT / SERVICES

Description of Other Equipment / Services	Monthly Fee (per Unit of Equipment or Service)	Unit Price for Purchased Equipment	Units per Location

** Notwithstanding the provisions of Section 8A of the Agreement, PURCHASER, at its sole cost and expense, shall be responsible for the periodic maintenance, including cleaning, of the Foam-on-Beer Detector and any associated draught beer lines.