



## Subscription Service Agreement: FullShop GEN 3 Automation Solution

SUBSCRIBER AND PROVIDER AGREE TO THE TERMS SET FORTH BELOW. BY ELECTRONICALLY SIGNING BELOW, THE SUBSCRIBER ACKNOWLEDGES THAT THEY HAVE REVIEWED, UNDERSTAND, APPROVE, AND AGREE TO BE IRREVOCABLY BOUND BY ALL TERMS AND CONDITIONS.

Description	Startup Package	Insurance Value	Subscription Rate. Per CNC Per Month	Qty CNC	Monthly Subscription
FullShop Gen 3 Automation Solution	\$6985	\$36212	\$29	22	\$638

### Terms & Conditions

This contract ("Agreement") is between the above-named Subscriber and 168 Manufacturing. ("Provider") for subscription-based access to the FullShop equipment ("Service"). The parties agree to the following:

- Subscription Fees:** The initial startup package fee ("Access Fee") is non-refundable and due upon signing. Additional fees will be charged monthly, based on the Subscription rate as indicated. Payments will be processed according to the method of payment on file.
- Subscription Term:** This Agreement begins upon equipment startup or 30 days after shipment (whichever occurs first). The agreement will automatically renew until the equipment is returned. The Subscriber may terminate this Agreement with 30 days' written notice.
- Insurance Requirement:** The Subscriber is responsible for insurance covering loss, theft, or damage of the equipment, naming Provider as a loss payee, and for liability and property damage insurance naming Provider as additional insured. A Certificate of Insurance must be provided upon request.
- Ownership:** The Provider retains ownership of all equipment provided under this Agreement. This equipment remains property of the Provider and is separate from Subscriber's premises.
- Risk of Loss:** The Subscriber assumes all risks for loss or damage to equipment, except as covered by warranty or for normal wear.
- Subscriber Responsibilities:** The Subscriber is responsible for setting up electrical, internet and plumbing connections and basic care of the equipment.
- Service Parts:** Provider will make service parts available for the equipment at no charge except for service repairs needed due to Subscriber negligence.
- Internet Connectivity Requirement:** Active internet is mandatory. Lack of internet service at the Subscriber's premises at setup will result in termination.
- No Warranties by Provider:** The Provider supplies equipment "as is" and disclaims warranties of fitness or merchantability, except as specified in the service warranty in Section 10.
- Service Warranty:** In case of equipment malfunction, the Provider will make remote support services the issue as quickly as possible. If issue extends beyond two days, the Subscriber will receive a service credit per day up to 30 days. Natural disasters or acts of God are excluded.
- Location and Inspection:** The equipment must remain at the Subscriber's listed address. The Provider reserves the right to inspect the equipment during business hours.
- Return of Equipment:** Upon Agreement termination, the Subscriber will handle equipment removal and return, subscription is considered terminated when equipment is returned to Provider

13. **Service Continuity:** Provider will ensure Subscriber's uninterrupted use of equipment barring an Event of Default.
14. **Events of Default:** An Event of Default includes non-payment, insolvency, unauthorized liens, or failure to comply with Agreement terms. In such cases, Provider may cease service, retrieve equipment, charge removal and restart fees, or terminate the Agreement with any applicable remedy.
15. **Remedies:** Provider reserves the right to take appropriate action to recover unpaid fees, equipment, and associated costs due to an Event of Default. Provider shall attempt to mitigate damages in good faith but is not obligated to resell equipment.
16. **Provider's Expenses:** Subscriber agrees to reimburse Provider for any legal or collection costs incurred in enforcing Agreement terms.
17. **Indemnification:** The Subscriber shall indemnify Provider against any claims arising from use or handling of the equipment.
18. **Successors and Assigns:** This Agreement binds the parties and any permitted successors or assigns.
19. **Entire Agreement:** This document constitutes the entire Agreement between Provider and Subscriber for this Service. Amendments require mutual written consent.
20. **Assent to Agreement:** Subscriber's signature, or payment for any portion of the Service, constitutes acceptance of this Agreement.
21. **Joint Liability:** If multiple Subscribers are named, liability is shared equally.
22. **Severability:** Invalid provisions shall not affect the remaining terms of this Agreement.
23. **No Waiver:** Provider's lack of enforcement of any term does not waive its right to enforce all terms.
24. **Governing Law:** This Agreement is governed by the laws of the state of Minnesota, USA

168 Manufacturing | 924 Wright Street Brainerd, MN 56401 | [www.168mfg.com](http://www.168mfg.com) | 218-454-0434

Requested by:

Date: 12/11/2024

Purchase Order Number (enter "N/A" if not applicable): ABC123

Company Name: MACHINING INC

City YOURTOWN

State MN

Your Legal Name: BILLY MACHINER

Your Title: GENERAL MANAGER

Your Email Address: BMACHINER@MACHININGINC.COM

Phone Number: 1-555-555-1212

Sign Here: \_\_\_\_\_