



September 4, 2020

Rebecca Finco
Executive Director
Marquette Downtown Development Authority
337 W. Washington Street

RE: Trial of T2 Pay Stations and Services

Dear Ms. Finco:

As requested, T2 Systems Canada Inc. ("T2") agrees to supply Marquette Downtown Development Authority ("Client") with the equipment and services outlined in Q#11985 for the purposes of evaluating our products for a 45-day trial period.

It is our understanding that the trial will consist of the following components:

- One Luke II as configured in Q#11985.
- Digital Iris Services will be provided at no charge for the duration of the trial as illustrated in Digital Iris Q#.
- Trial period is scheduled to run from 45 days starting two weeks after shipment arrives on-site.

If the equipment outlined in our Sales Quote meets your requirements and you are in agreement with all of the Trial Policies attached to this letter, please sign this letter below to acknowledge your acceptance.

T2 Systems Canada Inc.
Per: Joe Weiler

Marquette Downtown Development Authority
Per: Rebecca Finco

DocuSigned by:
Joe Weiler
1157447A700243B

NAME
TITLE
VP Sales Operations

09/04/20

Date

Rebecca Finco

NAME
TITLE *Executive Director*

10/2/2020

Date



**T2 SYSTEMS CANADA INC.
TRIAL POLICY**

Trials of T2 Systems Canada Inc. ("T2") pay station equipment and services may be granted when organizations agree to the following Trial Policy:

1. The Client agrees to install, use and evaluate the Trial Products listed on the Sales Quote for a maximum trial period of 45 days from date of installation.
2. T2 will provide to the Client free of charge for the duration of the trial all Digital Iris services reasonably required to perform the trial. Client agrees to electronically sign T2's Digital Iris Agreement and sign the paper Digital Iris Quotation to subscribe to the services provided during the trial. A copy of the Digital Iris Agreement may be found at <http://www.t2systems.com/terms-conditions> T2 will not be liable to Client for any damages for loss of profits, revenue or any loss of data arising from the use of the equipment and services during the trial period.
3. The Client agrees to start the trial period within two weeks from the equipment arrival at the location listed on the Sales Quote.
4. Any extension to the trial period must be agreed to in writing by both parties at least 30 days prior to the expiration of the trial period.
5. The Client, at its expense, will be responsible for the installation of the Trial Products and shall have all necessary foundations, and electrical work completed prior to installation of the Trial Products, all in accordance with the specifications provided by T2.
6. The Client shall use and operate the Trial Products in accordance with T2's warranty and standard operating procedures
7. The Client shall not at any time temporarily or otherwise remove the Trial Products from the initial installation site, without T2's prior written consent.
8. The Client shall open an account for credit card processing with a clearing house supported by T2. T2 will work with the chosen clearing house to minimize any set up charges for the Client. Any credit card service charges will be borne by the Client.
9. T2 will provide such training as T2 reasonably considers is required to conduct the trial, at no cost to the Client.
10. The Client shall pay all costs related to the maintenance, servicing and repair of the Trial Products, including the cost of permits, licensing, and electricity.



11. At the end of the trial, the Client will return the Trial Products to T2 (or a designated T2 Reseller) within five (5) business days following the end of the trial period in accordance with the following:
 - (a) T2 shall be responsible for all shipping, freight and handling charges for returning the Trial Products to T2's designated facility or distributor.
 - (b) the Client shall be charged for, and shall be deemed to have purchased, any Trial Products not returned to T2, at the prices listed in the Quote outlining the Trial Products.
 - (c) the Client shall be charged for the replacement and restocking of all Trial Products returned in incomplete form.

OR

At the end of the trial, the Client will purchase and be invoiced by T2 for the Trial Products provided in Sales Quote.

- (d) the Client shall be invoiced for training provided, as listed on the Sales Quote.
 - (e) the Client shall be invoiced for shipping costs incurred to ship Trial Products to Client.
 - (f) Digital Iris invoices will commence for billing as listed in the Digital Iris Quote.
12. During the trial, the Client agrees that Trial Products shall remain the sole and exclusive property of T2, unless fully paid for by the Client. The Client assumes and shall bear the entire risk of loss, theft and damage to or destruction of the Trial Products (partial or otherwise) at all times during the trial period.