

Software

EXHIBIT A

Additional Terms

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the End-User License Agreement (EULA).

1. **Software.** [Software that is described on Sales Order: _____.] (the “**Software**”).
2. **Number of Licenses.** Subject to the Agreement’s terms and conditions, Licensor grants Licensee # _____ software licenses.
3. **Annual License Term.** The EULA is for 12 months, beginning on the Effective Date, and will automatically renew for additional 12-month terms, unless terminated in accordance with Section 10 (Term and Termination).
4. **Annual License Fee.** For each software license, Licensee shall pay Licensor a license fee of \$ _____ per year. RLWS reserves the right to increase the license fee 3% per year after year two.
(the “**License Fee**”).
5. **Annual Installments.** The License Fee shall be paid in advance in annual installments. The first annual payment is due upon signing this Agreement. Future payments shall be paid every 12 months thereafter.
6. **Fees Subject to Change.** Licensor may change the fees under this Agreement from time to time. Such changes will become effective 30 days after Licensor provides notice of the change to the Licensee.
7. **Payments.** All payments are non-refundable and shall be in US dollars. Licensor may collect late-payment charges of 1.5% per month on past-due balances.
8. **Third Party.** The third party assigned (if applicable) is shown in the Addresses section.
9. **Addresses.** The parties’ addresses are as follows:

[LICENSOR]
Rice Lake Weighing Systems
Attn: Nick Peterson, CFO
230 W. Coleman Street
Rice Lake, WI 54868

[LICENSEE]
Name
Attn:
Address

[THIRD PARTY]
Name
Attn:
Address