

END-USER LICENSE AGREEMENT FOR VENDOR SOFTWARE

This agreement (the "Agreement") is a binding contract between You and Vendor (as defined below). PLEASE READ THE TERMS AND CONDITIONS OF THE AGREEMENT CAREFULLY BEFORE INSTALLING, DOWNLOADING, ACCESSING OR USING THE SOFTWARE SYSTEM. This Agreement is subject to and subordinate to the terms set forth in the Western States Contracting Alliance Facilities MRO Contracts Master Price Agreement, No. 1862 and the Participating Addendum and its accompanying exhibits, Minnesota Contract No. 444913, both of which are incorporated herein by reference. In the event of any conflict, the terms of Western States Contracting Alliance Facilities MRO Contracts Master Price Agreement, No. 1862 and the Participating Addendum and its accompanying exhibits, Minnesota Contract No. 444913 control over this Agreement.

- (A) YOU ARE LICENSED TO USE THE SOFTWARE SYSTEM ONLY IF YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH BELOW.
- (B) READ THIS AGREEMENT CAREFULLY. YOU MAY INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT BY CLICKING ON THE [ACCEPT] BUTTON BELOW, OR BY INSTALLING, DOWNLOADING, ACCESSING OR USING THE SOFTWARE SYSTEM OR ANY PART THEREOF. IN DOING SO YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS, AND YOU AGREE THAT THIS AGREEMENT IS AS BINDING AND ENFORCEABLE AS ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU.
- (C) IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK ON THE [DECLINE] BUTTON BELOW IN WHICH CASE YOU WILL NOT BE PERMITTED TO INSTALL, DOWNLOAD ACCESS OR USE THE SOFTWARE SYSTEM.

1. DEFINITIONS In addition to the terms defined elsewhere in this Agreement, the following terms, when used in this Agreement, shall have the following meanings:

- 1.1 1 "You" means the single end-user customer or organization entering into this Agreement.
- 1.2 2 "Vendor" means Fastenal Company, a Minnesota company having its primary place of business at 2001 Theurer Boulevard, Winona, Minnesota 55987.
- 1.3 3 "Client Software" means that portion of the Apex Enterprise Application Platform (Apex EAP) which resides on a Device, including any instructions or statements in machine readable form, and related documentation, user manuals and listings, training documentation, whether in machine-readable, human-readable form or printed form, and all copies of the foregoing, and any supplements, updates or fixes thereto.

1.4

1.5 4 "Software Service" means the Apex Enterprise Application Platform (Apex EAP) online service and any supplements, updates or fixes therefor.

1.5. "Software System" means the Client Software and the Software Service.

1.6 6 "Device" means an internet-based remote and automated industrial vending and point-of-work technology which utilizes or interacts with, or is configured to utilize or interact with, the Software Service, and which is properly in your possession and control.

1.7 7 "Authorized Server" means a server and computer system that is remote from You and your Device, not controlled by You, which hosts the Software Service.

2. LICENSE GRANT AND RESTRICTIONS

2.1 Limited License Grant: So long as You are in compliance with all terms and conditions of this Agreement, You are granted a non-exclusive, non-sublicensable, personal, non-assignable, non-transferable right to install and internally use the Client Software on a Device. In addition, so long as You are in compliance with all terms and conditions of this Agreement, You are granted a non-exclusive, non-sublicensable, personal, non-assignable, non-transferable right and license to internally use the Software Service in conjunction with a Device via an Authorized Server. You agree and acknowledge that the Client Software and Software Services shall be used only in conjunction with a single Device purchased, leased, otherwise properly commercially acquired from Vendor.

2.2 Server Access: Vendor shall provide you reasonable access via internet connectivity to an Authorized Server. Vendor reserves the right to change the identity, equipment and/or configuration of the Authorized Server at any time. You shall provide and maintain an ISP account with a PPTP internet connection for communicating with the Authorized Server. Vendor will provide You all necessary information to access the Software Service on an Authorized Server via the Client Software, including internet address and/or portal information, username and password information which shall be considered confidential information and treated as such by You to the extent permitted by Minnesota law.

2.3 Your Restrictions: You hereby agree that you shall not:

- (a) use the Software System for any purpose other than the operation of your business in its ordinary course;
- (b) make any copies of the Client Software;
- (c) use the Software System otherwise than in accordance with the express terms of this Agreement;
- (d) permit any third party to use or access Software System in any way whatsoever without Vendor's prior written consent, or use the Software System for the benefit of any third party, or use the Software System in any manner to provide service bureau, leasing, time-sharing or other computer services to third parties;
- (e) adapt, modify, decompile, disassemble, decrypt, extract, or otherwise reverse engineer the Software System or permit any third party to do so unless local law gives you the right to reduce the Software System to human readable form (whether by reverse engineering, decompilation or disassembly) in order to obtain information necessary to ensure interoperability of the Software System with independently created software, in which case you shall first notify Vendor of the information

reasonably required in this respect. Vendor shall have the right to impose reasonable conditions such as a reasonable fee for providing such information to You;

- (f) create derivative works based upon any of the Software System;
- (g) export or seek to export all or part of the Software System;
- (h) attempt to circumvent any technological measures that control or restrict access to or use of any portion of the Software System;
- (i) share the internet address and/or portal information of an Authorized Server with any third party, or share your username and password information with any third party;
- (j) request, permit or authorize anyone to provide any maintenance or support services with respect to the Software System other than Vendor or its authorized representatives; or
- (k) use the Software System other than in conjunction with a single Device purchased, leased, otherwise properly commercially acquired from Vendor.

2.4 Your Obligations: You hereby agree that you will:

- (a) institute and maintain appropriate security measures to safeguard the Client Software and access to the Software Services, or any other information designated by Vendor as confidential, from access or use by any unauthorized party;
- (b) retain the Client Software and any authorized copies thereof in your possession under your effective control;
- (c) ensure that all proprietary rights notices on the Client Software are retained thereon and reproduced and applied to any authorized copies of the same;
- (d) install, maintain, and properly use reasonable security features such as firewalls and security systems to protect the Software System; and
- (e) notify Vendor immediately if you become aware of any unauthorized use of the whole or any part of the Software System.

2.5 Vendor Replacement of Software: Vendor shall have the right to replace or change all or any part of the Software System so long as the revised Software System provides substantially the same functionality as the Software System originally provided to or accessed by You.

2.6 Selection and Nature of Software System: You accept full responsibility for the selection of the Software System to achieve its intended results. You acknowledge that data collected and provided by the Software System is subject to the possibility of machine errors, omissions, delays and losses, including inadvertent loss of data or damage to media that may give rise to loss or damage. Vendor shall not be liable for any such errors, omissions, delays, or losses. You are also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data.

3. TERM AND TERMINATION

3.1 Vendor Termination: Vendor may terminate this Agreement and the licenses and rights granted here under to You if:

- (a) you are in breach of any material term of this Agreement; or
- (b) you fail to pay any amounts owed to Vendor for the supply, support or maintenance of the Software System, or any amounts owed to Vendor under any Agreement related to the Software System.

3.2 Your Termination: You may terminate this Agreement at any time provided You provide written notice to Vendor, immediately and on a going forward basis cease all downloading, installing, access and use of the Software System, and return the Device upon which the Client Software resides to Vendor.

3.3 Effects of Termination: Upon termination of this Agreement for any reason:

- (a) all rights, privileges and licenses granted to you under this Agreement shall cease;
- (b) you shall immediately and on a going forward basis cease all downloading, installing, access and use of the Software System;
- (c) you shall immediately pay to Vendor any amounts owed to Vendor for the supply, support or maintenance of the Software System;
- (d) Vendor shall be permitted to de-activate or block any access to the Authorized Server to prevent your further downloading, installing, access and use of the Software System; and
- (e) Any termination of this Agreement shall not effect the continuing obligations of the parties described in Sections 2.3, 2.4, 2.6, 3.3, 4.1, 5.5, 5.6, 6.1, 6.2 and 7.1- 7.8, which shall survive termination.

4. OWNERSHIP

4.1 Your Ownership Acknowledgement: You agree and acknowledge that the Software System is owned by Vendor and/or Vendor's licensor. The Software System may contain structures, data, concepts formulas, algorithms and code, which are the valuable trade secrets owned by Vendor and/or Vendor's licensor, and is also protected by copyright, trade secret laws, moral rights provisions and international treaty provisions. Vendor and Vendor's licensor reserve all rights not expressly granted to You in this Agreement.

5. LIMITED WARRANTY AND DISCLAIMERS OF WARRANTY

5.1 Limited Warranty: Vendor warrants that the Software System will perform substantially in accordance with Vendor's then-current specifications therefor as published by Vendor for a period of thirty (30) days from the date of first download, installation, access or use by You (hereinafter "Limited Warranty").

5.2 Limited Nature of Warranty: The Limited Warranty is void if the failure of the Software System to meet Vendor's then-current specifications is due to software or hardware products not provided by Vendor, your failure to properly

maintain your site or equipment on which the Software System is installed, used or accessed, or your misuse or improper use of the Software System.

5.3 IMPLIED WARRANTY OR CONDITION: IF AN IMPLIED WARRANTY OR CONDITION IS CREATED BY YOUR STATE/JURISDICTION AND FEDERAL OR STATE/PROVINCIAL LAW PROHIBITS DISCLAIMER OF SUCH AN IMPLIED WARRANTY OR CONDITION, YOU SHALL ALSO HAVE SUCH AN IMPLIED WARRANTY OR CONDITION, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE THIRTY DAY PERIOD OF THIS LIMITED WARRANTY. FOR ANY DEFECTS DISCOVERED AFTER THE THIRTY DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND.

5.4 SUPPLEMENT OR UPDATES: ANY SUPPLEMENTS OR UPDATES TO THE SOFTWARE SYSTEM, INCLUDING WITHOUT LIMITATION, ANY (IF ANY) FIXES PROVIDED TO YOU AFTER THE EXPIRATION OF THE THIRTY DAY LIMITED WARRANTY PERIOD ARE NOT COVERED BY ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY.

5.5 SOLE WARRANTY: THE LIMITED WARRANTY SET FORTH ABOVE IS THE ONLY WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER EXPRESS WARRANTIES OR SIMILAR OBLIGATIONS (IF ANY) CREATED BY ANY ADVERTISING, DOCUMENTATION, PACKAGING, OR OTHER COMMUNICATIONS. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VENDOR PROVIDES THE SOFTWARE SYSTEM "AS IS" AND WITH ANY AND ALL FAULTS, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OR OF LACK OF VIRUSES.

5.6 NO OTHER WARRANTIES: VENDOR PROVIDES NO WARRANTIES OR CONDITIONS OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE SYSTEM.

6. REMEDY FOR BREACH OF WARRANTY

6.1 Exclusive Remedy: Vendor's entire liability and your exclusive remedy for any breach of the Limited Warranty and for any other breach of the Agreement or for any other liability relating to the Software System shall be, at Vendor's option, limited to one of the following: (a) return of the amount paid (if any) for the Software System; or (b) repair or replacement of the Software System that does not meet the Limited Warranty or causes such breach. You will receive the remedy elected by Vendor without charge, except that You are responsible for any expenses that Vendor may reasonably incur in delivering the elected remedy to You. Any replacement Software System provided under

the Limited Warranty will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, and Vendor will use commercially reasonable efforts to provide the remedy to You within a commercially reasonable time of your compliance with Vendor's warranty remedy procedures.

6.2 **NO OTHER DAMAGES:** EXCEPT FOR ANY REFUND ELECTED BY VENDOR, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, IF THE SOFTWARE SYSTEM DOES NOT MEET VENDOR'S LIMITED WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VENDOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR LOSS OF PRIVACY, OR FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE SYSTEM OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF VENDOR, AND EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

7. MISCELLANEOUS

7.1 **Relationship of Parties:** Nothing contained in this Agreement is intended to implicitly, or is to be construed to, constitute a partnership in the legal sense. No party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

7.2 **Force Majeure:** Neither party will be liable for any failure or delay in performing any obligation under this Agreement that is due to causes beyond its reasonable control and without its fault or negligence, including, without limitation, acts of God, natural catastrophes or governmental acts, interruption of power or of other essential services or supplies.

7.3 **No Waiver:** No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement contained herein.

7.4 **Entire Agreement:** This Agreement, as modified by the Western States Contracting Alliance Facilities MRO Contracts Master Price Agreement, No. 1862 and the Participating Addendum and its accompanying exhibits, Minnesota Contract No. 444913, constitutes the entire Agreement between the parties, and there are no understandings or agreements relative

hereto other than those that are expressed herein. No change, amendment, waiver, or discharge hereof shall be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

7.5 Severability Enforcement: The invalidity of any portion of this Agreement shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, each party agrees that a court of competent jurisdiction may enforce such restriction to the maximum extent permitted by law, and each party hereby consents and agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

7.6 Parties Benefited Assignment: The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto; their successors and assigns, but You may not assign this Agreement or any rights hereunder without the express written consent of Vendor, and any such assignment or attempted assignment without Vendor's consent shall be void. Vendor may freely assign its rights and delegate its duties under this Agreement without your consent.

7.7 Neutral Interpretation: This Agreement shall be deemed to have been drafted jointly by the parties, and no rule of construction or interpretation shall apply against any particular party based on a contention that the Agreement was drafted by one of the parties.

7.8 Applicable Law: This Agreement is governed by the laws of the State of Minnesota, United States of America.

7.9 Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053) Vendor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the Vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

7.10 Vendor will comply with the provisions of Minnesota Statutes §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts

for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.



FAST SOLUTIONS AGREEMENT / LOCKER LEASE GOVERNMENT

Customer hereby grants Fastenal the exclusive right to install FASTENAL Vending Solutions (identified herein as FVS units or FVS equipment). The FVS equipment is identified as the machine types listed in Section 6 of this Agreement. The FVS Equipment may only be stocked with Fastenal supplied and distributed products. FASTENAL agrees to be responsible for all standard maintenance and repair of the FVS equipment (blatant or willful damage or destruction by Customer excluded, but liability not to exceed \$10,000 per unit) including refilling of vended products for the term of this Contract. FASTENAL will provide insurance to cover its liability for personal injury or property damage it causes in connection with the installation and operation of the FVS equipment. This Agreement is subject to and subordinate to the terms set forth in the Western States Contracting Alliance Facilities MRO Contracts Master Price Agreement, No. 1862 and the Participating Addendum and its accompanying exhibits, Minnesota Contract No. 444913, both of which are incorporated herein by reference. In the event of any conflict, the terms of Western States Contracting Alliance Facilities MRO Contracts Master Price Agreement, No. 1862 and the Participating Addendum and its accompanying exhibits, Minnesota Contract No. 444913 control over this Agreement.

- 1) **Ownership:** Fastenal shall maintain full and exclusive ownership of all FVS equipment. Fastenal retains the right to terminate and remove the FVS equipment from Customer site, at Fastenal's sole discretion and without liability. Customer may terminate this Agreement if Fastenal does not timely service the FVS equipment, including the replenishment of products. Customer will provide Fastenal sixty days advance written notice and a reasonable opportunity to cure any service deficiencies, prior to termination.
- 2) **Equipment:** For the FVS equipment specifically identified as Locker units, the parties understand that the Customer may utilize the check in and checkout features for goods not distributed by Fastenal. The parties will mutually agree to the type and quantity of such goods vended from the Locker units or FAST 10000SL Lockers. The FAST 10000SL Lockers are dispense only, check in check out is not an option on these units.
- 3) **Assignment:** Customer may not assign, remove or attempt to sell or transfer any FVS equipment to another party or property, without Fastenal's written permission.
- 4) **Title to Products, Risk of Loss and Taxes:** Customer will retain title and ownership of product once product is purchased from Fastenal and placed in machine for dispensing.
- 5) **Product Pricing, Payment and Software Fees:**
Product Pricing: Prices are subject to Contract # _____ (please indicate what Govt. contract customer is utilizing) with _____ (please indicate what entity holds this contract). If unknown or not utilizing a contract, Customer can fill in "N/A"

Prices for dispensed items may be negotiated to best identify high usage parts that are best opportunities or situated for dispensing. Prices may vary based on specific customer requirements such as kitting, special labeling, or packaging if applicable.

Payment: FASTENAL will invoice Customer upon delivery for products when stocked in the FVS unit. Payment for products sold thru FVS equipment will be made by Customer within Net 30 days after invoice. If Customer issues FASTENAL a Blanket Purchase Agreement or Blanket Purchase Order that is equal to or greater than the amount on page two "Total Good Faith Expected Spend Increase", the Customer will qualify for the FVS units at no cost. The parties agree that Customer will work in good faith to increase its overall purchases of products from FASTENAL at the location of the FVS units in accordance to the expected spend associated with the FVS units.

Software Fees: If after one year of installation the "Total Good Faith Expected Spend Increase" is not met, FASTENAL reserves the right to charge the Customer an Annual Software Fee of \$480 per control board. Applicable Software Fees will be invoiced annually on each Installation anniversary date. Customer will be subject to the terms and of the 'End-User License Agreement for Vendor Software' when using the FVS equipment.

- 6) **Limitation of Liability:** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7) **Lease Equipment:** For the FVS equipment specifically identified as Locker Lease units, the parties understand that the Customer may only utilize the check in and checkout features of the Locker unit for non-MRO goods not distributed by Fastenal.

- 8) **Locker Lease Fee:** The Lease fee will be invoiced upon installation and quarterly thereafter for all installed FVS equipment in accordance with the fee table below. If this Agreement is terminated during Year 1, FASTENAL will charge a fee equivalent to the remaining months in year 1 of the Total Monthly Lease Fee at the time of termination of Year 1. If this Agreement is terminated during Years 2 or 3, FASTENAL will charge a fee equivalent to 3 months of the Total Monthly Lease Fee at the time of termination.
- 9) Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053) FASTENAL certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the FASTENAL's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.
- 10) FASTENAL will comply with the provisions of Minnesota Statutes §181.59 which require:
Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

11) Order number of *Standard Program* units here. See **Product Line** card for available configurations.

<u>Machine Type</u>	<u># of Units</u>	<u>Good Faith Monthly Expected Increase per unit</u>
FAST 5000		\$2,000
FAST 3000		\$1,000
Stand Alone Controller		Does Not Apply
Lockers Units *3 Door		\$250
*12 Door		\$250
*18 Door		\$1,500
*27 Door		\$1,800
*30 Door		\$1,900
*36 Door		\$2,100

<u>Machine Type</u>	<u># of Units</u>	<u>Good Faith Monthly Expected Increase per unit</u>
FAST 10000SL Single Door Cabinet		\$2,500
FAST 10000SL Cabinet/Drawer Combo		\$2,500
FAST 10000SL Drawer Only		\$3,000
FAST 10000SL Lockers - 18 Door SL		\$2,500
FAST 10000SL Lockers - 24 Door SL		\$2,700
FAST 10000SL Lockers - 27 Door SL		\$3,000

12) Order number of *Lease Program* units here.

<u>Machine Type</u>	<u># of Units</u>	<u>Monthly Software Fee per unit</u>	<u>Monthly Lease Fee per unit</u>
Stand Alone Controller		\$40	Does Not Apply
Lockers units	3	Door	Door _____
	Does Not Apply	\$50	Door _____
	Does Not Apply	\$45	Door _____
	Does Not Apply	\$150	Door _____
	Does Not Apply	\$200	Door _____
	Does Not Apply	\$210	Door _____
	Does Not Apply	\$240	Door _____
Outdoor Locker (with Controller)		\$40	\$240
Outdoor Locker 12 door Add-on		Does Not Apply	\$160

Existing Customer Acct # _____ **Required Vending Account:** _____

Customer Name: _____

Physical Address of Machine: _____

City _____ State _____ Zip _____

Phone _____ FAX _____

Customer Contact Name _____

Customer Contact Email _____

Customer Contact Phone _____

Authorized Customer Signature _____ Title _____ Date _____

Fastenal District Manager Signature _____ Date _____

5 Letter Store Code _____