

**Lease.** The term of this Lease commences upon the date of delivery of the Equipment and ends on the last day of the Minimum Lease Term. ("Term"). Lessee has no right to cancel, or terminate this Lease prior to the expiration of the Term. If Lessee terminates prior to the end of the Term, Lessor shall be entitled to charge Lessee an early termination fee equivalent to the amount of all remaining rental payments due through the end of the Term. Rental payments are on a monthly basis and are due in advance without demand. At the end of the Term, Lessor has the right, upon notice to Lessee, to change or increase any other fee due under the Lease Agreement. After the Term this Lease shall continue on a month-to-month basis ("Extension Period") with either party having the right to terminate this Lease Agreement on thirty (30) days' prior written notice to the other party. During the Extension Period, the rental rate shall be adjusted to Lessor's then prevailing renewal rental rate. At the end of the Term, or any Extension Term, Lessee shall pay Lessor the monthly rental rate, removal, return freight and all other charges referred to herein for the use of the Equipment. Lessee shall be solely liable for any and all sales and use, gross receipts, transaction privilege, value added, goods and services and similar taxes and/or ad valorem, real property and personal property taxes and any other taxes, fees, assessments or third party fees and expense related to the Equipment, its value, use, operation or rental, including without limitation, storage related or other charges attributable to the delayed delivery and/or installation of the Equipment caused by, required or requested by the Lessee.

Lessee agrees to pay delivery, removal, fuel charges, waiting time charges if delivery/removal exceeds one hour on-site, and other charges set forth in invoices delivered to Lessee (collectively, "Charges"). Lessor reserves the right to charge first and last month rent, delivery and pickup charges up-front on the initial invoice. Lessor reserves the right to charge paper invoicing and/or paper check administrative fees in an amount not to exceed \$10.00 per fee. Payments are effective upon receipt. Lessee agrees to pay a late charge of 1 ½ % per month or 18% per annum on all overdue payments plus an administrative late charge of \$35.00 per month for each month the invoice remains unpaid. If Lessee has provided Lessor with credit card information, Lessee authorizes Lessor to charge its credit card for all charges and amounts due pursuant to this Lease Agreement. Lessee shall provide Lessor thirty (30) days' advance written notice of the return of the Equipment. If Lessee provides less than thirty (30) days' notice, or requests an expedited removal and Lessor can effectuate an earlier removal, Lessee shall pay for any additional costs and expenses associated with an expedited removal.

**Delivery, Use & Removal.** Lessee agrees to provide a firm, level site for the Equipment, which has the adequate size, clearance and structural integrity to support the weight and size of the Equipment, delivery truck and any other related equipment. Lessee warrants to Lessor that it owns the premises, or has express authorization to place the Equipment on the premises identified as the Delivery Address. Lessee's use of the Equipment is acceptance of the Equipment as free from defects, in good repair and working condition. Lessee assumes all risk of loss or damage to the Equipment and all personal property or contents therein and to the premises on which the Equipment is located from all causes whatsoever, including without limitation, damages or loss caused by theft, vandalism, forces of nature, leaking of the Equipment, condensation, humidity, or damages relating to the delivery or removal of the Equipment. Lessor does not support the stacking of Equipment. The Equipment is to be used for legal, business purposes only. Lessee is solely responsible for identifying and complying with any and all ordinances, laws, statutes, or regulations related to the use, possession, maintenance, storage or operation of the Equipment. The Equipment is for domestic storage only and not to be used for shipping purposes. Lessee shall not allow habitation in the Equipment or store dangerous, illegal, unsanitary, explosive, staining, or hazardous materials in, on, or around the Equipment. Lessee is liable to Lessor for all costs to repair, clean, paint, or otherwise incurred in restoring the Equipment to its condition when delivered. Lessee shall not alter the Equipment in any way (including without limitation drilling holes, painting or affixing signs) or move the Equipment without Lessor's prior written consent. Lessee shall make the Equipment accessible to Lessor for inspection at all times. At the end of the Term, or any extension thereof, Lessee shall make the Equipment accessible and available to Lessor without impediment at the Delivery Address and shall remove any of its locks, clean and empty the

Equipment of its personal property and contents prior to removal, leaving any ancillary, value added products intact. Any personal property remaining in the Equipment upon its return, or repossession, shall be deemed abandoned by Lessee. Lessee is responsible for any additional removal charges (including for failed attempts) if the Equipment is not ready for removal, or for changes in site conditions. Lessee shall be responsible for rental charges until return of the Equipment to Lessor is completed. Lessor's drivers or subcontractors may refuse a delivery/removal and Lessor can charge Lessee a fee if such cannot be accomplished due to safety concerns or potential damage.

**Warranty Disclaimer/Indemnity.** Lessee shall maintain the Equipment in good, safe, repair and condition, including without limitation, inspecting the Equipment on a regular basis and keeping the Equipment free from pests and vermin. Lessee at its sole cost and expense shall keep the Equipment free from all liens, claims, security interests or encumbrances, including without limitation mechanics' or other liens. **LESSOR MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Any ancillary or value added products are provided "AS IS" with all faults. Lessee agrees to indemnify, defend and hold Lessor harmless and reimburse Lessor, and its shareholders, affiliates, subsidiaries, directors, officers, employees, agents, subcontractors, from and against any and all losses, death, claims, injuries, costs, expenses or attorneys' fees arising directly or indirectly from the: (i) delivery, installation, use, placement, possession, operation, condition, return, or repossession of the Equipment; (ii) the loss or destruction of the Equipment, or Lessee's personal property or damage to premises where Equipment is located; (iii) any fine, liens, taxes, penalties, towing, impound or other charges arising from Lessee's use of the Equipment; or (v) Lessee's breach of this Lease. Lessor shall have no liability whatsoever for any liquidated, consequential, incidental, or punitive damages costs or expenses and Lessor's liability under this Lease shall not exceed \$5,000.00. Lessee hereby waives any and all rights to trial by jury and Lessee agrees that all legal actions arising from or related to this Lease Agreement shall be filed and conducted in the State or Federal courts in Maryland. This Lease shall be governed by an interpreted under Maryland law.

**Insurance.** Lessee shall maintain general liability and property insurance covering the Equipment in amounts required by Lessor for as long as Lessee leases the Equipment, naming Lessor as additional insured and loss payee. Lessee shall provide evidence of required insurance or Lessor may charge Lessee a fee for failing to provide such evidence. Payment of such fee shall not excuse Lessee from its obligations hereunder and shall not provide Lessee with any insurance coverage. Lessee is responsible for providing insurance for its personal property.

**Miscellaneous.** Time is of the essence. The following shall constitute an "Event of Default" by Lessee: (a) Lessee's failure to make any payment due hereunder, or comply with any terms and conditions herein; (b) bankruptcy, reorganization or insolvency proceedings are instituted by or against Lessee; (c) Lessee abandons the Equipment, or is no longer entitled to keep or use the Equipment at its delivered location; (d) Lessee defaults under any other Agreement with Lessor; or (e) Lessee moves Equipment without written permission of Lessor. Upon Lessee's default, Lessor has the right, without legal process or notice, to accelerate all payments due hereunder, repossess the Equipment and take any action permitted by the Uniform Commercial Code. Lessee hereby waives any and all rights to, or claims of sovereign immunity. If Equipment is repossessed, Lessee consents to the removal and disposition of its personal property and hereby waives any claim for the loss or damage of such personal property. Lessee shall be responsible for paying Lessor's repossession/disposal or collection costs. Lessee waives any bond posting requirement. This Lease, when signed by the Lessee, constitutes a binding contract and shall be considered the entire agreement between the parties, no countersignature by the Lessor is required. The Lease may only be amended by a document signed by both parties. Any purchase orders or other documents submitted by Lessee shall have no binding effect on Lessor, even if countersigned by Lessor. The Lessor is authorized to rely on electronic or facsimile signatures of Lessee.