



SARDIS SOLUTIONS STANDARD TERMS AND CONDITIONS OF EQUIPMENT RENTAL

1. **Acceptance.** The Equipment Rental Order Form (the "Rental Order") is subject to the following Terms and Conditions. Capitalized terms used but not defined herein shall have the meaning(s) set forth in the Rental Order. Terms stated in any other communication prior or subsequent hereto shall not be binding on Sardis Media, LTD. ("Company") if different from or in addition to any of the provisions hereof, unless Company expressly agrees in writing. The party at the top of the Rental Order Form shall hereto be defined as ("Customer").
2. **Rental Price and Payment.** Customer agrees to pay Company for rental of the Equipment listed on the Rental Contract (collectively, "Equipment") at the price and on the payment terms set forth on the Rental Order.
3. **Inspection of Equipment.** Upon removal of the Equipment from Company's premises, Customer warrants that Customer has inspected the Equipment, the Equipment is in good working order and condition, and the Equipment is fit for Customer's intended use. Customer warrants that any employee or authorized third party, including couriers, receiving Equipment, represent the Customer and all obligations bound to them within this document.
4. **Shipment.** If Customer requests, Company will ship the Equipment to Customer at Customer's own risk, cost and expense. Shipment to Customer shall be COLLECT for freight and insurance charges. Return shipment by Customer to Company shall be PREPAID for freight and carrier insurance charges. Shipment to Customer without inspection shall constitute an acceptance of this Agreement and waiver of rights to inspect the Equipment prior to rental.
5. **Maintenance and Use of Equipment.** Customer agrees to keep and maintain, at its own cost and expense, the Equipment in good condition and assumes full responsibility for the Equipment until it is returned to Company. Customer agrees not to use the Equipment for any unlawful or unintended purpose. The Equipment may be used only by Customer's duly qualified employees or agents. The Equipment may not be removed from the state of Illinois without the prior written consent of Company. Customer may not remove or conceal any serial numbers, tags, nameplates, or identifying logos on the Equipment showing ownership by the Company.
6. **Insurance.** Customer shall obtain and maintain at Customer's sole cost and expense Special Form insurance (formerly, All Risk), with limits no less than the total amount of possessed gear, per occurrence, providing coverage to replace the Equipment without reduction for depreciation. Such insurance shall include in-transit coverage and shall cover theft of the Equipment from locked vehicles. An Unattended Vehicle Theft Exclusion will not be accepted. Customer shall maintain Commercial General Liability insurance with limits no less than \$1,000,000 per occurrence. The certificate of insurance must state that Company is an Additional Insured on the Commercial General Liability policy and a Loss Payee on both the Commercial General Liability and Special Form (Rental Equipment Floater) policies; in each case, Company shall be designated as follows:

Sardis Media, LTD.
4081 Ryan Rd.
Unit 107
Gurnee, IL 60031

Each of the above policies shall be endorsed to provide for thirty (30) days prior written notice to Company of any cancellation or material change in coverage. Customer shall provide a Certificate of Insurance, in a form satisfactory to Company, confirming the existence of the above insurance, and naming Company as an Additional Insured and Loss Payee as set forth above, prior to any Equipment leaving Company's premises. Customer shall be responsible for paying any and all deductible amounts in the case of loss under any of the above- described policies.

7. **No Warranties.** ALL EQUIPMENT IS ACCEPTED BY CUSTOMER "AS IS." NO WARRANTIES OR REPRESENTATIONS OF ANY NATURE, EXPRESS OR IMPLIED, ARE MADE BY COMPANY REGARDING THE PERFORMANCE OF THE EQUIPMENT. ANY AND ALL WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, STATUTORY OR BY OPERATION OF LAW, ARE EXPRESSLY EXCLUDED BY COMPANY. Customer represents and warrants that it will process and/or view its footage daily, and shall inform Company immediately upon knowledge of damaged equipment. If Company recommends to Customer any technicians or other service providers, Company is not responsible for the performance of the person or entity recommended by Company. Company makes no warranty or representation with respect thereto.
8. **Return of Equipment.** Company's acceptance of the return of the Equipment is not a waiver of any claims Company may have against Customer including claims for latent or patent damage to the Equipment.
9. **Lost, Stolen or Damaged Equipment.** Customer is solely responsible and liable for any and all loss (including theft) and/or damage to the Equipment, normal wear and tear excepted, while in Customer's possession. In the event of such loss and/or damage, Customer shall be responsible for the full replacement value of the Equipment or, at Company's sole discretion and election, the cost of repair by a provider of repair parts and services chosen by Company. Full replacement value shall mean the value of new equipment at the time of said loss or damage. In the event of loss or damage, Customer agrees to pay the

full Rental Rate during the period of time Company is deprived of the equipment and until the Equipment is repaired or replaced. Customer agrees not to undertake repair or replacement of the Equipment without the prior written consent of Company.

10. **Risk of Data Loss.** The parties acknowledge that the intrinsic value of the Customer's data clearly exceeds and bears no relationship to Service fees for Data Hosting Services (including hard drive rental), and thus Company, in accord with general practice and custom in the industry, assumes no responsibility for use, misuse, loss, damage or destruction of Customer's data from any cause whatsoever, including without limitation from the negligence of Company personnel, from errors, omissions or failures in, or the unavailability or interruption of, the System or Data Hosting Services (and/or hard drive rental), from actions of outside parties such as hackers and crackers, or from Lessee's use of the System. Specifically, but without limiting the generality of the immediately preceding sentence, Company shall not be liable for any damages or costs incurred in the form of or as the result of lost profits or revenue, loss of the Customer's data, costs of recovering data, the costs of any substitute data or cover, claims by third parties, or other similar costs related to the System or Data Hosting Services. Notwithstanding the foregoing, in the event of negligence by Company personnel or System malfunction, Company agrees to make reasonable efforts to assist Customer in obtaining access to data backups or in providing reasonable access to the System for use with data recovery tools. Customer acknowledges and covenants that the remedy described in the immediately preceding sentence shall be its sole remedy, there being no other warranty or liability. Customer agrees that the System is not a consumer good for purposes of federal or state warranty laws.
11. **Cancellation.** Any cancellation by Customer upon executing this Agreement shall be considered a breach of contract, and Company—at its sole discretion—reserves the right to charge a cancellation fee for the amount of 25% of the total Agreement.
12. **Default and Right of Entry.** In the event of any default by Customer including, without limitation, failure to make any payment when due, lapse of the required insurance coverage, or entering into a state of insolvency, bankruptcy or receivership, Company may terminate this Agreement and repossess the Equipment without prior notice to Customer or to any receiver, trustee, or assignee for the benefit of creditors. Company shall have the right to inspect the Equipment at any time during the Rental Period, and Customer agrees to allow Company or any of its agents or employees to enter the premises where the Equipment is located for the purpose of inspection or repossession, without liability for trespass or damage as a result of such entry.
13. **Entire Agreement and Amendments.** These Terms and Conditions, together with the Rental Order and any attachments hereto or thereto, constitute the entire understanding between the parties with respect to the subject matter hereof and supersede any prior discussions, negotiations, agreements and understandings. No modification hereto or thereto shall be effective unless made in writing and signed by an authorized representative of each party.
14. **Choice of Law and Forum.** This Agreement shall be governed by the laws of the State of Illinois, without regard to its conflict of laws rules. Customer agrees that any action arising out of or relating to this Agreement shall be brought solely in a state or federal court sitting in the State of Illinois, Lake County, and Customer consents and submits to the jurisdiction of such court. In the event of any such action, Company shall be entitled to full reimbursement of attorneys' fees and court costs, in addition to any other recovery, from Customer.
15. **Title and Limitation of Liability.** The sole title of ownership and all rights to ownership of the Equipment shall, at all times, remain with Company. In no event shall Company be liable to Customer or any third party for any loss, damage or injury including, without limitation, lost profits, lost savings or other direct or indirect or consequential damages caused by the Equipment rented hereunder, the use, inability to use, misuse or possession thereof, or any alleged breach of any agreement referenced herein ("Claims"). Customer hereby agrees to assume full responsibility and liability for any such Claims and for the safekeeping and return of all Equipment rented by Customer. Customer hereby agrees to indemnify and hold Company, its agents and employees, harmless from and against any and all Claims, and from any and all damages, costs and expenses arising from Customer's use, misuse and/or possession of the Equipment (including attorneys' fees and other litigations fees and costs arising therefrom). Neither party shall be responsible for delays or failures in performance resulting from acts or circumstances beyond the control of such party, including without limitation acts of God, strikes or other labor disputes, riots, acts of war, malfunction of portions of the Internet or another third party network, governmental regulations, communication line failures, power failures, equipment failures, fires or other disasters, and acts of third parties including hackers and crackers (each a "Force Majeure Event").
16. **Non-Exclusivity/Non-Assignment.** This is a non-exclusive Agreement and nothing herein is intended or shall be construed to require Company to rent Equipment solely to Customer or Customer to rent Equipment solely from Company. Customer shall not loan the Equipment or assign any of its rights or obligations under this Agreement to any other person or entity. The Equipment shall, at all times during Customer's possession, remain under the immediate, exclusive control and direction of Customer.
17. **Confidentiality.** Customer agrees that it shall not disclose the terms and conditions of the Contract or the discussions and negotiations that occurred between Company and Customer respecting the Contract to any third party, unless disclosure is required by law, and that it shall not disparage Company or any of its officers, directors or employees or SS's successors or assigns.