

SMARTSOURCE SERVICES TERMS AND CONDITIONS

These Terms and Conditions of ABCOM Technology Group, Inc., D/B/A SmartSource (“*SmartSource*”) shall govern the rental of those items of equipment and personal property (collectively, the “*Equipment*”), in each case as listed on the Rental Quote or Rental Agreement (the “*SOW*”) issued by SmartSource to the customer identified thereon (“*Customer*”) and the provision of any other services listed in the SOW or otherwise provided by SmartSource (collectively, “the *Services*”). As used herein, the term “*Agreement*” shall refer to these Terms and Conditions together with the SOW.

1. DELIVERY OF EQUIPMENT AND RISK OF LOSS: Customer assumes all risk of loss or damage to the Equipment from the time of delivery of the Equipment by SmartSource or a designated SmartSource agent to Customer until the Equipment has been returned to SmartSource’s designated location. The method and route of delivery of the Equipment to Customer shall be at SmartSource’s discretion unless Customer shall specify otherwise and SmartSource shall agree, and Customer shall pay any additional expense related to the method or route of shipment specified by Customer. Upon delivery, Customer shall inspect the Equipment, and unless Customer advises SmartSource to the contrary in writing (via email or a hard copy delivered in person) within four hours of the receipt of the Equipment, it shall be conclusively presumed that the Equipment was received in full, with no damaged or missing items, and in good operating condition.

2. RENTAL TERM: Customer shall rent the Equipment from SmartSource for the rental period(s) specified in the SOW. “*Delivery Date*” indicates the date the Equipment shall be delivered to Customer’s ship-to location or such other location as shall be agreed upon by the parties. “*Pickup Date*” indicates the date the Equipment must be delivered to SmartSource’s designated location. Pickup Date and rental periods may only be extended with the written consent of SmartSource; provided, if the Equipment is not received by SmartSource by the Pickup Date, SmartSource may, without limiting any other rights or remedies, assess a per diem charge until the Equipment is returned to SmartSource in accordance with this Agreement. In no event may rental period(s) be shortened.

3. RETURN OF EQUIPMENT: Customer must return the Equipment to SmartSource’s designated location at Customer’s risk and expense. If Customer returns the Equipment by shipment, (a) Customer must acquire adequate packaging material at its own expense for the return shipment, and (b) the Equipment must be shipped with a packing slip on each box indicating number of boxes, number of skids (if appropriate) and asset numbers of the returned Equipment. SmartSource must receive the Equipment by the Pickup Date indicated in the SOW. The Equipment is subject to inspection and acceptance or rejection after delivery to SmartSource’s designated location. Delivery of the Equipment to SmartSource’s designated location shall not act as a waiver of SmartSource’s inspection right or an acknowledgement that the Equipment has been returned in compliance with Customer’s obligations. All non-consumable accessories provided with the Equipment, whether or not specified herein, shall be deemed part of the Equipment and shall be returned to SmartSource with the Equipment. Customer must return the Equipment to SmartSource in the same condition that it was in at the time it is delivered to Customer. Upon inspection by SmartSource, Customer will be responsible for any repair and/or replacement costs for any loss or damage to the Equipment. Customer shall obtain a return receipt from SmartSource upon return of the Equipment and shall retain such receipt as proof of return of the Equipment.

4. REPAIR/REPLACEMENT COSTS: Customer shall reimburse SmartSource for the cost of repair or replacement of the Equipment in the event of any damage to or loss of the Equipment (other than any damage caused prior to delivery of the Equipment to Customer). SmartSource shall determine the repair or replacement costs based on the cost to repair or replace and incidental costs, taking into account any affect on the overall value of the Equipment. Customer shall pay such costs immediately upon demand, without regard to any recovery from Customer’s insurance carrier. Customer shall have no right or authority to repair or replace any of the Equipment. Rental charges will not be offset against replacement value. If the Equipment requires repair or replacement, rental charges will continue to accrue until the Equipment has been repaired or replaced and all costs therefor have been paid. The obligations of Customer to provide Evidence of Property Coverage under this paragraph shall not apply in the event Customer has been offered and has selected the Damage Mitigation Coverage (as defined in Paragraph 10).

5. PAYMENT TERMS: Customer shall pay to SmartSource the fees and other amounts specified in the SOW and shall pay all applicable federal, state or local taxes in connection with the rental or use of the Equipment or rendering of Services. Unless otherwise indicated in the SOW, all amounts owed to SmartSource shall be paid net on receipt. In the event any payment is not made to SmartSource when due, Customer shall pay a late charge of 1.5% (minimum of \$25) per month in addition to any payment due. Customer agrees to pay all bank and other charges resulting from a check of Customer being returned for insufficient or uncollectible funds. All payments shall be made to SmartSource at the address set forth in the SOW, without deduction or setoff.

6. FORCE MAJEURE: SmartSource shall not be liable for any loss or damage resulting from any delay or failure to perform due to any act of God, act of Customer, governmental act (including but not limited to travel bans or other restrictions), regulation or request, fire, accident, strike, slowdown or other labor difficulties, war, riot, act of terrorism, delay in transportation, delays of common carriers, medical epidemic or pandemic, inability to obtain necessary labor or materials or any other delay outside of SmartSource’s control. In the event of any such delay which causes a delay in SmartSource’s performance under this Agreement, SmartSource’s time for performance shall be extended for a period equal to the time lost because of such delay.

7. CANCELLATION: Unless otherwise indicated in the SOW as non-cancellable, this Agreement may be cancelled by Customer upon express written notice thereof to SmartSource subject to the following cancellation charges: (i) if written notice of cancellation is delivered at least 15 business days prior to the Delivery Date, Customer shall only be required to reimburse SmartSource for 100% of SmartSource’s actual costs incurred; (ii) if written notice of cancellation is delivered no less than seven business days prior to the Delivery Date (and no greater than fifteen business days prior to the Delivery Date), Customer shall be subject to a cancellation charge equal to the greater of 50% of the total amount of charges in the SOW or 100% of SmartSource’s actual costs incurred; and (iii) if written notice of cancellation is delivered within six business days of the Delivery Date, Customer shall be subject to a cancellation charge equal to 100% of the total amount of charges in the SOW. Non-exclusive examples of “costs” include non-refundable airfare, deposits, freight, subrentals and unrecouped labor.

8. USE OF THE EQUIPMENT: Customer shall operate and maintain the Equipment in a careful and proper manner by competent persons (18 years of age or older) and in accordance with the manufacturer’s operating instructions. Customer shall provide a suitable location, including appropriate electrical power and other operational requirements for the Equipment in accordance with the manufacturer’s operating instructions. Customer shall notify SmartSource immediately of any operating problems with the Equipment and request instructions before taking any remedial action or returning it to SmartSource. SmartSource may, in its sole discretion, elect to address any operating problems with the Equipment or replace

the Equipment with operable Equipment, any of which steps shall not affect Customer's continuing and uninterrupted obligation to pay rental and all other charges specified herein. If any software is supplied with or incorporated within the Equipment, Customer agrees to be bound by all applicable licenses, terms of use, and copyright laws applicable thereto, and, with regard to all such software, Customer further acknowledges and agrees that the use of the such software shall be governed by and subject to the end user license agreement applicable thereto.

9. NON-REMOVAL OF EQUIPMENT; INSPECTION: Customer agrees not to remove the Equipment from the ship-to location specified in the SOW without SmartSource's prior written consent or as necessary to return the Equipment to SmartSource. SmartSource shall have the right to inspect the Equipment at any location at any time.

10. INSURANCE; SMARTSOURCE'S DAMAGE LOSS MITIGATION COVERAGE: Customer shall be covered by SmartSource's Damage Loss Mitigation Coverage and shall pay the amount set forth in a SOW for this coverage. In the event that Customer elects to opt out of this coverage, Customer must provide a Certificate of Insurance or Evidence of Property Coverage verifying that Customer has fully insured the Equipment for full replacement value against all losses including fire, casualty, liability, theft and other risks in the standard form of "all-risk" insurance, in which case, Customer shall name SmartSource as a loss payee on property insurance covering the Equipment and provide SmartSource with a police report evidencing any loss incurred within five days of the loss. The Damage Mitigation Loss Coverage waives the repair or replacement charges otherwise owed by Customer to SmartSource for incidental losses and damages to the Equipment. Misuse, intentional damage, theft, vandalism, lost or missing Equipment, damages resulting from or arising out of improperly packed Equipment during return shipment, and damages attributable to negligence rendering Equipment not reasonably repairable are not covered by the Damage Mitigation Coverage, and Customer shall be liable for all damages and losses to such Equipment. Within a commercially reasonable time following receipt of such written notice and the return of equipment damaged (if applicable), SmartSource shall either (i) send Customer replacement Equipment, or (ii) if, in SmartSource's reasonable discretion, the damaged Equipment is not covered by the Damage Mitigation Coverage, send Customer an invoice for the cost of the repair or replacement of such damaged Equipment in accordance with Paragraph 4 hereof.

11. TITLE; RELATIONSHIP: Customer acknowledges that the Equipment is owned by SmartSource and that Customer shall have no ownership interest in the Equipment at any time including during the rental period. Customer shall not sell, pledge, mortgage, assign, sublease or otherwise transfer the Equipment to any party under any circumstances. SmartSource reserves the right to file any financing statement it deems appropriate to reflect its ownership of the Equipment. Customer is not the agent of SmartSource and shall not represent itself as such under any circumstance. The relationship of the parties shall be that of independent contractors and not as agent/principal, partners or joint venturers.

12. LIMITED WARRANTIES; EQUIPMENT RENTED AS-IS: SUBJECT TO ANY EXPRESS SPECIFICATIONS SET FORTH IN THE SOW, THE EQUIPMENT AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CONDITION, QUALITY, DESIGN OR CAPACITY. Without limiting the generality of the foregoing, Customer acknowledges and agrees that SmartSource is not liable for (i) ensuring the adequacy of Customer's technological requirements including, without limitation, the functionality or sufficiency of any network communication systems; (ii) the lack or quality of any internet connection or any loss of or disruptions in internet connectivity; or (iii) any perils caused by any software, code or hardware designed to erase, destroy, corrupt, disable, damage, compromise the integrity or confidentiality of, or impair the use or operation of the Equipment or any of Customer's (or its client's or user's) data or technology systems. Customer acknowledges and agrees that it is solely responsible for implementing all software, procedures, back ups and other protocols in order to protect against any such perils or any other concerns that could adversely impact or interfere with Customer's (or its client's or user's) use or benefit of the Equipment or Services including any data or technology systems related thereto. Customer acknowledges that SmartSource is neither the manufacturer nor an agent of the manufacturer of the Equipment. Customer agrees to look solely to the manufacturer of the Equipment for any claim arising from any manufacturing defect or breach of a manufacturer's warranty (if any).

13. LIMITED LIABILITY: SMARTSOURCE SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS, COST OR DAMAGE WHATSOEVER INCLUDING, BUT NOT LIMITING TO, ANY LOSS, COST OR DAMAGE ATTRIBUTABLE TO ANY MALFUNCTION OR INOPERABILITY OF THE EQUIPMENT, CUSTOMER'S FAILURE TO OPERATE THE EQUIPMENT, OR ANY CLAIMS OR DAMAGE RELATED TO THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SMARTSOURCE SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR LOST SAVINGS, IN ANY WAY RELATING TO THE EQUIPMENT, THE SERVICES OR THIS AGREEMENT, EVEN IF SMARTSOURCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Customer's sole remedy in the event any Equipment is delivered in a damaged or inoperable condition shall be, in SmartSource's sole discretion, a repair or comparable replacement of the Equipment or a credit for the particular damaged or inoperable item of Equipment; provided, any such remedy shall only be available to Customer if Customer notifies SmartSource of the same within four hours of delivery.

14. INDEMNIFICATION/DISCLAIMER: Except and to the extent caused by the gross negligence or willful misconduct of SmartSource, Customer shall indemnify, defend and hold harmless SmartSource, its owners, officers, directors, agents, employees, contractors, representatives, successors and assigns from and against any and all actions, claims, demands, suits, liabilities, obligations, judgments, settlements, loss, cost and expenses, including attorney's fees and legal expenses, attributable to (a) any property damage or personal injury, including death, arising out of or in connection with the use or operation of the Equipment or the Services, (b) Customer's unauthorized use, duplication, reproduction or publication of copyrighted materials included within the Equipment or (c) any breach of this Agreement by Customer.

15. TERMS GOVERNING USE OF CREDIT CARD: Customer's signature in the SOW constitutes Customer's certification that the credit card reflected in the SOW is valid, that Customer is authorized to use this credit card, and that SmartSource is authorized to charge such credit card for all rental charges, fees and other amounts contemplated by this Agreement. All amounts paid by credit card shall be subject to a convenience fee determined by SmartSource.

16. SALES TAX: Customer shall be responsible for the payment of all sales and use taxes applicable to products and services covered by this Agreement. In the event, pursuant to applicable state law, SmartSource is not required to charge and collect sales tax on the rental of Equipment hereunder by virtue of SmartSource having paid sales tax on such Equipment at the time of acquisition thereof, Customer shall be charged a rental administrative transaction fee calculated as a percentage (as determined by SmartSource) of the rental charges of such Equipment.

17. DEFAULT: SmartSource reserves the right to withhold any and all deliveries of Equipment and/or the rendering of any Services in the event Customer fails to pay any amounts when due under this Agreement or if SmartSource has reason to believe Customer does not intend or may not have the financial ability to pay any amounts when due. In the event that Customer fails to comply with any of the provisions of this Agreement, including but not limited to making timely payments of all amounts due to SmartSource, or in the event Customer becomes insolvent or makes an assignment for the benefit of creditors, or if any bankruptcy, reorganization, arrangement or liquidation proceedings under Federal bankruptcy code or any other law for the relief of debtors is instituted, or if the Equipment is levied upon or otherwise taken from any site where the Equipment is located, then (a) Customer shall be deemed to be in default hereunder, and SmartSource, at its option, may declare this Agreement or any rights of Customer to be terminated, (b) SmartSource or its agents may repossess and remove the Equipment and (c) SmartSource may pursue any other right or remedy it may have against Customer. If any of the Equipment is levied upon or removed from the site where the Equipment is located, Customer shall pay SmartSource the fair market value (as determined in SmartSource's sole discretion) of such Equipment upon demand.

18. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL; LIMITATION PERIOD: This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles. All disputes or actions arising out of or from this Agreement shall be litigated exclusively in courts having situs within Cook County, Illinois. The parties consent to the jurisdiction of any court located within Cook County, Illinois and irrevocably waive any right to change venue of any such action or object to said jurisdiction. No action other than an action for unpaid payments under this agreement may be brought by either party more than two years after the cause of action has accrued. **THE PARTIES HERETO HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT, POWER, OR REMEDY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREE THAT ANY SUCH ACTION SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.**

19. GENERAL: Except as expressly set forth herein, any waiver by any party of its rights under this Agreement shall be in writing and signed by the party waiving such right. The failure of either party to enforce any of the provisions of this Agreement or any rights in respect thereto shall not waive such provisions, rights or subsequent breaches thereof. No course of dealing shall be deemed to constitute a continuing waiver of any breach or default or right or remedy hereunder. In the event any provision of this Agreement is ruled invalid, illegal or unenforceable by a court of competent jurisdiction, the court rendering such provision invalid, illegal or enforceable shall revise and interpret such provision to the maximum extent possible so that such provision is valid, legal and enforceable, without invalidating any other provision of this Agreement. This Agreement constitutes the entire agreement and understanding between the parties and may not be altered, modified or amended except in writing as signed by an authorized representative of the parties. In the event Customer tenders a purchase order or other agreement that purports to contain terms beyond or different than those set forth in this Agreement, such purchase order or other agreement is hereby rejected and revoked by SmartSource in its entirety and shall have be of no force or effect unless expressly adopted and signed by an authorized representative of SmartSource.