



EQUIPMENT RENTAL TERMS

The equipment rental is governed by the following terms and conditions between AllConnected Inc. and **CUSTOMER**. The customer agrees to the following:

BILLING. Equipment will be invoiced monthly.

TAXES. We own the Equipment. You pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional 1 year term, unless: a) we receive written notice from you, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment. See section Return of Equipment

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement.

LOSS OR DAMAGE. Customer is responsible for costs associated with repairing damaged lease equipment and **replacement costs for lost or stolen equipment**. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

LOCATION. The customer shall not remove the equipment from the address or location shown herein as the place of use of the equipment without prior written approval of AllConnected Inc. The customer shall inform AllConnected upon demand of the exact location of the equipment while it is in the customer's possession.

DEFAULT/REMEDIES. AllConnected may terminate this agreement immediately upon the failure of the customer to make lease payments when due, or upon the customer's filing for protection from creditors in any court of competent jurisdiction. The customer shall pay all reasonable attorney and other fees, the expenses and costs incurred by AllConnected in protection of its rights under this lease agreement and for any action taken by AllConnected to collect any amounts due AllConnected under this lease agreement. You agree to pay us 1.5% interest per month on all past due amounts.



NO WARRANTY. AllConnected makes no warranty of any kind regarding the leased equipment.

INDEMNIFICATION. The customer indemnifies and holds AllConnected harmless for all injuries or damages of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

EQUIPMENT ACCESS. The customer shall allow AllConnected to enter the customer's premises where the leased equipment is stored or used at all reasonable times to locate and inspect the state and condition of the leased equipment. If the customer is in default of any of the terms and conditions of this agreement, AllConnected, and their agents, at the customer's risk, cost and expense may at any time enter the customer's premises where the leased equipment is stored or used at all time and recover the leased equipment.

RETURN OF EQUIPMENT. Please return rental equipment to: *AllConnected, Inc. 4514 Ish Drive, Simi Valley, CA 93063.*

Shipping charges for equipment returned to *AllConnected* will be the responsibility of the customer. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs.

PAYMENT TERMS. Customer shall pay in accordance with the following payment terms: Net 15 days. This rental fee will be added on to your monthly invoice as a separate line item.

Any work, repair or service performed in relation to this lease agreement is subject to our Master Services Agreement located at allconnected.com/msa