

TERMS AND CONDITIONS OF RENTAL AGREEMENT

1. **Rental Period** – Unless otherwise agreed, the rental term shall start and end as provided in this Section 1. These Terms and Conditions may govern multiple rentals by CUSTOMER, with each separate rental described in a separate Rental Agreement incorporated by this reference into this document. With respect to each scheduled rental, the rental period begins upon the earlier of date of shipment or delivery of the leased equipment and materials or date of completed erection (the “Equipment”) which are identified in the Rental Agreement. Date of shipment includes the date of a bill of lading of shipment to the CUSTOMER. Delivery includes departure from COMPANY’s premises, whether by pick up by or shipment to CUSTOMER. Rental period ends on and including date of dismantle or the date of return to COMPANY’s storage yard or other designated receiving point, including any shipping time, whichever is applicable.
2. **Termination** – The Rental Agreement ends when all Equipment has been either returned to Solid Platforms, Inc. (hereinafter referred to as “COMPANY”) or purchased by the CUSTOMER. In the event of shortages, the Rental Agreement shall terminate as to such Equipment when the CUSTOMER has notified the COMPANY of the shortage and paid for such Equipment as provided in Paragraph 5. COMPANY shall have the right, without notice, to terminate the Rental Agreement in the event the CUSTOMER: fails to pay the rent when due; breaches any of the terms, conditions or promises contained herein; or becomes insolvent or any proceedings in bankruptcy or receivership are instituted by or against it; and CUSTOMER shall forthwith deliver the Equipment to the COMPANY at the address stated on the Rental Agreement, in good order and condition, ordinary wear and tear caused by reasonable use excepted; or the COMPANY has the right to repossess the Equipment. CUSTOMER hereby agrees to indemnify and hold COMPANY and its agents harmless from all claims by CUSTOMER or any other person arising out of or on account of any repossession of Equipment by the COMPANY. Termination of the Rental Agreement by Company with respect to certain Equipment shall not terminate the Rental Agreement with respect to any other Equipment.
3. **Terms of Payment** – Payment due as specified per applicable Rental Agreement between COMPANY and CUSTOMER (together with these Terms and Conditions, collectively, the “Rental Agreement”). A service charge of 1 1/2% per month or the maximum rate allowed by law, whichever is lesser, shall be charged on all overdue amounts. Unless otherwise stated in the Rental Agreement or agreed, the specified rent shall be invoiced monthly, and payment shall be due from CUSTOMER within 10 days after the date the invoice is sent.

The CUSTOMER agrees to pay all the rentals when they are due and for all services and materials furnished and all damages and other sums due the COMPANY under this contract as soon as the loss occurs, or services are rendered, or materials are furnished. The taking of promissory notes, or renewals thereof, covering rentals herein specified shall not in any manner whatsoever change or invalidate these Terms and Conditions and said notes shall be considered additional security only and in no way act as an accord and satisfaction of the Rental Agreement.

4. **Use of Equipment** – The Equipment will not be removed from the premises of the job location shown on the Rental Agreement unless otherwise agreed to in writing by the parties hereto. CUSTOMER agrees to maintain and use the Equipment in a safe and proper manner and in conformity with the applicable Safety Guidelines and all laws and ordinances pertaining thereto. CUSTOMER agrees that use of the Equipment shall be construed as an acknowledgment by CUSTOMER that when delivered to CUSTOMER by COMPANY the Equipment was in good order and repair, and was in all respects adequate, sufficient and proper for the purposes for which CUSTOMER rented such Equipment.

CUSTOMER agrees to comply with and conform to all municipal, state and federal laws and regulations relating to the operation of the Equipment and to pay all costs and expenses of every character occasioned by or involving the use or operation of the Equipment, and to pay all legal assessments, taxes or public charges, whether local, municipal, state or federal, which may be levied upon such Equipment while in the possession of CUSTOMER. CUSTOMER shall properly segregate its equipment and the leased Equipment shall be marked or otherwise identified as the property of COMPANY at all times.

5. **Maintenance of Equipment** - At all times, the Equipment (including replacement items provided by COMPANY) shall be the sole and exclusive property of COMPANY and CUSTOMER shall not take or allow any action to cloud, transfer or encumber the COMPANY’s title and ownership rights, unless and except to the extent that a written and valid assignment of title or of certain rights with respect to any particular item of Equipment is given to CUSTOMER by COMPANY.

The party that erects, constructs or assembles the leased Equipment on CUSTOMER's worksite shall be primarily responsible for maintaining the functionality, integrity and safety of that Equipment. For Equipment erected, constructed or assembled by the COMPANY, regular and periodic inspections (at a suitable frequency) shall be undertaken by the COMPANY. CUSTOMER shall also inspect the Equipment at least daily to ensure the Equipment is safe for that days or shift's work and shall promptly report to the COMPANY any findings or concerns that might prompt inspection and/or maintenance and repair work by the COMPANY. CUSTOMER shall provide the COMPANY with timely and sufficient access to the premises and to the Equipment for COMPANY's inspection, maintenance, repair and removal of Equipment as needed or appropriate, as well as sufficient time for COMPANY to inspect and address Equipment issues. Equipment erected, constructed or assembled by CUSTOMER shall be exclusively CUSTOMER's responsibility: (i) to inspect, maintain and repair in order to keep the Equipment in good, safe and efficient working order; and (ii) to return the Equipment to the COMPANY at the end of the lease period in its delivered condition, ordinary wear and tear caused by reasonable and proper use excepted. For Equipment that is CUSTOMER's responsibility to inspect, maintain and repair, the COMPANY shall have no obligation to provide any such services, nor shall the COMPANY have any liability for any consequences of CUSTOMER's acts or omission in that regard. COMPANY's costs of inspection, maintenance, repair and removal or replacement of Equipment shall be charged to and promptly paid by CUSTOMER.

In the event of partial or complete damage to any Equipment, or loss, modification or destruction of the Equipment or any part thereof, (including wire rope, to be inspected upon return), whether or not such event is the fault of CUSTOMER, If such Equipment is not repairable or restorable to COMPANY's satisfaction and at CUSTOMER's expense, CUSTOMER shall pay to the COMPANY a sum equal to COMPANY's current list price for any and all such affected Equipment. It is understood that any and all such Equipment, and any replacement Equipment provided to CUSTOMER, shall remain the property of the COMPANY, except for any Equipment for which CUSTOMER has paid and COMPANY has assigned title to CUSTOMER. CUSTOMER agrees that it shall discontinue use of such damaged Equipment immediately and shall return it to the COMPANY for exchange or adjustment, which exchange, or adjustment shall be conditioned upon CUSTOMER making the list price payment as compensation for such loss or damage. CUSTOMER will also be responsible for clean-up charges beyond normal wear and tear. This includes Equipment exposed to paint and other coatings which requires special cleaning.

6. Contaminated Equipment – Except where COMPANY elects to do so in one instance or another, the CUSTOMER agrees to fully and properly decontaminate all equipment exposed to asbestos, radiation, toxic substances or any other material that would, in the COMPANY's judgment, preclude its further use by COMPANY. Such Equipment may be retained by CUSTOMER, at the COMPANY's election, but in any event, CUSTOMER shall pay COMPANY a sum equal to COMPANY's current list price, plus any handling and disposal charges, for any and all such Equipment. CUSTOMER shall indemnify and hold harmless the COMPANY against any claims, costs or liability, including legal penalties and attorneys' fees, relating to the risk to people and property of exposure to contaminants arising from the use, contamination, decontamination, storage or disposal of such Equipment by or on behalf of CUSTOMER.
7. Access to Equipment – At COMPANY's sole option, and without any obligation on its part, COMPANY shall at all times have the rights to enter the premises where the Equipment is being used or stored and of free access to the Equipment for the purposes of inspecting it and observing its use or operation or determining the nature or extent of its use or damage. CUSTOMER agrees to pay for any work or inspection required by any Labor Union relating to the actual or intended use of Equipment while in CUSTOMER's possession or control.

By agreement at the time, CUSTOMER shall be permitted to remove and temporarily store any or all Equipment away from the CUSTOMER'S worksite in a place and manner satisfactory to COMPANY in order to safeguard the Equipment from actions taken or anticipated from any labor union, public protest, riot, act of God, natural or manmade disaster, or actions of the worksite owner or visitor or other worksite contractor, which create a risk of loss of, damage to, or taking of any Equipment. At any time, COMPANY also shall have the right to remove any Equipment which it believes is at risk of loss, damage or taking, or which it believes has been or will be misused, abused, neglected, adjusted/altered or otherwise subjected to a breach of CUSTOMER's obligations above regarding use and maintenance of the Equipment.

CUSTOMER shall indemnify and hold COMPANY harmless from and against any and all claims, costs or liability, whether asserted against CUSTOMER or COMPANY, relating to any such removal by either party, including claims for any delayed or unsatisfactory performance by CUSTOMER at the worksite, and for any damage to or loss of Equipment from delayed or

inadequate removal. COMPANY and CUSTOMER shall cooperate to return any removed Equipment to CUSTOMER's use at the worksite at such time and manner as is reasonable and appropriate under the circumstances, except for Equipment removed by COMPANY for misuse or other breach by CUSTOMER, as the rental period shall terminate upon such removal for that Equipment. Rent, and all payment and other obligations of CUSTOMER, continue to be due and owing on removed Equipment during temporary periods of removal.

8. Indemnification – The CUSTOMER agrees to fully indemnify and hold harmless the COMPANY from all actions, claims, costs, damages, liabilities, and expenses, including reasonable attorney's fees, which may be brought or made against COMPANY, which in any way arise out of, or by reason of, or are claimed to arise out of, or by reason of, the use or misuse, transfer, holding and storage of the COMPANY's Equipment rented hereunder, excepting only such actions, claims, costs, damages, liabilities and expenses resulting from the sole negligence of the COMPANY. The intent hereof is that the CUSTOMER shall fully indemnify and hold harmless the COMPANY to the maximum extent allowable by law. The same broad scope of indemnification shall apply to the CUSTOMER's other indemnification obligations stated in other Sections of these Terms and Conditions.
9. Warranties – COMPANY MAKES NO WARRANTY HEREUNDER AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, SUCH AS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED AND DISCLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

CUSTOMER AGREES TO USE THE EQUIPMENT AT ALL TIMES IN A CAREFUL AND WORKMANLIKE MANNER, ADHERING TO SERVICE AND OPERATING INSTRUCTIONS PROVIDED WITH THE EQUIPMENT. CUSTOMER SHALL MAINTAIN A CONTINUING INSPECTION OF ALL EQUIPMENT AT ALL TIMES THROUGHOUT THE RENTAL PERIOD.

10. Accidents - CUSTOMER agrees to notify COMPANY immediately of any accident, damage or loss (including loss of use) involving the Equipment. CUSTOMER agrees to reimburse COMPANY for all loss and damage to the Equipment caused by fire, theft, flood, accident, explosion, wreck, acts of God, or any other causes that may occur during the rental period and until such Equipment has been returned to the possession of COMPANY and accepted by it.

CUSTOMER further agrees to insure the equipment with a standard fire insurance policy with extended coverage during the rental period, and to further carry public liability insurance coverage to the maximum applicable limits of the state laws where the Equipment is located. COMPANY shall be an additional named insured on those policies.

In the event of any accident or alleged accident which may have resulted from the use of the above equipment, COMPANY may at its sole option remove such equipment to its premises or to an independent test facility for full and complete testing at COMPANY's expense.

Customer shall notify COMPANY of all information related to an "occurrence" involving or in any way related to the Equipment immediately, but in no event more than 12 hours after CUSTOMER's discovery of the same. An "occurrence" is defined as any disappearance, theft or injury to person or property which is, or is claimed to be, or appears to have been, injured or damaged on, by or around the Equipment.

CUSTOMER agrees to secure and maintain all involved Equipment, and surrounding premises, in the condition existing at the time of any "occurrence", until such time as the COMPANY or any of its authorized agents, investigators, attorneys or other designated persons, inspects or investigates said Equipment and/or premises.

COMPANY shall have the exclusive right to reclaim any leased Equipment involved in any "occurrence" and, in its discretion, to thereafter replace same with comparable equipment.

11. Levies – CUSTOMER agrees to give COMPANY immediate notice of any levy threatened or attempted upon said Equipment, or if said Equipment for any reason becomes subject to seizure, and to indemnify COMPANY against all loss and damage caused by any such action.
12. Remedies – In addition to penalties and remedies stated in other Sections of these Terms and Conditions, COMPANY shall have the right to access, safeguard or remove any or all of the Equipment as it deems necessary or appropriate: (i) for repair, testing or

safekeeping; (ii) to prevent abuse, misuse or neglect; (iii) to prevent or respond to an imminent or apparent breach of the Rental Agreement; (iv) to avoid risk of imminent loss or harm due to reasons such as any act of God, labor strike or unrest, repossession by any third party, adverse actions of the worksite property owner or other contractors and other causes out of COMPANY's control. COMPANY shall not be considered to trespass or breach the Rental Agreement when exercising such rights of access or removal, nor shall COMPANY be obligated to provide due process with respect to any Equipment removal under the Rental Agreement. COMPANY shall not be liable to CUSTOMER, its employees, any other contractor, any visitor to the worksite, or to the property owner of the worksite, for any consequences of such access to or removal of Equipment, nor for any personal injury (including death) or property damage resulting from the use, maintenance or keeping of Equipment during the rental period. COMPANY shall work reasonably with CUSTOMER to mitigate the effects of any such removal, consistent with the Rental Agreement, provided CUSTOMER is not in breach of the Rental Agreement. CUSTOMER remains liable to pay rent and other amounts for which it is responsible, as well as to fulfill its use and maintenance obligations, with respect to all Equipment during a period of temporary removal, incapacity or replacement, except to the extent COMPANY terminates the Rental Agreement, by written notice, with respect to any particular Equipment that is agreed to be unusable.

Should any of the provisions of the Rental Agreement be violated by CUSTOMER, the rental for the entire rental period (or, if the period is not fixed or determinable, then for three months beyond the COMPANY's discovery and notification to CUSTOMER of the breach), shall become forthwith due and payable and the COMPANY, or its agents may, without notice, enter the premises occupied by CUSTOMER without being a trespasser thereon and take possession thereof and remove said Equipment with or without process of law. In the event any action as hereinbefore set forth becomes necessary the CUSTOMER agrees to pay, in addition to other charges herein specified, all costs of removal of said Equipment from the possession of the CUSTOMER and all freight, demurrage, storage, labor or other charges on or against said property incurred during or by the removal, shipping and return to the possession of the COMPANY at ITS designated receiving point, or equivalent point designated by the COMPANY. COMPANY's remedies hereunder are cumulative and in addition to such other remedies as may exist at law.

CUSTOMER agrees that if any of the Rental Agreement provisions are violated and COMPANY demands the return of the Equipment that this paragraph shall constitute authority to the watchman or other persons responsible for the security of the worksite or Equipment to deliver all or any part of the Equipment to the COMPANY or its agents.

13. Unsuitability -- In the event CUSTOMER receives the Equipment and thereafter the Equipment proves defective or unfit for use because of accident or otherwise, or if for any reason CUSTOMER desires to discontinue the use of any Equipment, the sole right and remedy of CUSTOMER shall be the return of such Equipment to COMPANY and the termination of the Rental Agreement with respect to such Equipment, the charges for which in no event shall be less than the transportation charges on said returned Equipment. CUSTOMER agrees to hold the COMPANY harmless from any claim of whatsoever kind or nature resulting from any accident, delay or use of the Equipment which CUSTOMER deemed unsuitable. COMPANY shall not be liable for any damages arising out of or by reason of faulty, improper or negligent misuse of Equipment, or failure to use it. CUSTOMER further agrees to pay for all damage to the Equipment, however caused, at COMPANY's current list price.
14. Non-Waiver – COMPANY's failure at any time to insist upon strict performance by CUSTOMER of the terms of the Rental Agreement shall not be construed as a waiver of COMPANY's right to demand strict performance thereafter or with respect to other obligations. The express waiver of one provision of the Rental Agreement shall not be deemed a waiver of any other provision of the Rental Agreement should any portion of the Rental Agreement be held invalid for any reason; the parties intend that all the rest of the Rental Agreement shall remain in full force and effect.
15. Attorneys' Fees – Notwithstanding any limitations in Section 8 above or other remedial provisions, CUSTOMER will pay COMPANY's expenses, including but not limited to reasonable attorneys' fees and collection agency fees, incurred as a result of CUSTOMER's breach in the performance of any obligations hereunder.
16. Assignability – No portion, nor the entirety, of the Rental Agreement may be assigned by CUSTOMER by its own act or by operation of law, nor shall any Equipment be sublet or removed (except with COMPANY's consent pursuant to Section 12 above) from the worksite by CUSTOMER, without the prior written consent of COMPANY to that assignment, sublet or removal.
17. Governing Law – The Rental Agreement is governed by the laws of the State of Indiana. Any dispute between the parties shall, if not settled or otherwise agreed, be resolved in a court of competent jurisdiction within that State regardless of any other suitable venue.

18. Acceptance – Written acceptance, use or retention of the Equipment, payment of rental hereunder, or signing of the corresponding Rental Agreement, shall be conclusive evidence of CUSTOMER’s agreement to be bound by the Terms and Conditions contained herein.

19. Entire Agreement – The Rental Agreement(s), including these Terms and Conditions, comprises the entire contract between the parties with respect to the subject Equipment, and it is acknowledged that there are no other understandings, representations, warranties, promises, verbal or otherwise, pertaining to the Rental Agreement or its subject Equipment, which are not incorporated herein expressly by reference or by a rider signed by the parties and attached hereto. The Rental Agreement may be amended only by a written document duly signed by authorized officers of each respective party; however, these Terms and Conditions may be amended by the COMPANY posting a new version of them on its website. The provisions of these Terms and Conditions shall govern over any inconsistent provisions of the Rental Agreement.