Worldwide Power Products, LLC
5931 Brittmoore Rd, Houston, TX 77041
Tel: 713.434.2300 Fax: 713.434.2394
OPEN MON-FRI 8:00AM-5:00PM: CLOSED SAT & SUN

1. **TERMS.** Customer's rental of Equipment is conditioned upon Customer's acceptance of the Rental Agreement on page 1 and these Rental Agreement Terms and Conditions. These Rental Agreement Terms and Conditions constitute a master agreement between Worldwide Power Products, LLC ("WPP") and Customer, and shall apply to and govern any and all Equipment rentals by Customer from WPP, now and in the future. Customer's execution of the Rental Agreement on page 1, or delivery of WPP's Equipment to Customer, whichever occurs first, shall constitute Customer's acceptance of the Rental Agreement and these Rental Agreement Terms and Conditions. No additions to or variations from the terms and conditions of this Rental Agreement, whether contained in a purchase order, confirmation, or other Customer document shall be binding upon WPP, and WPP hereby objects to all such additional or different terms. "Customer" is identified on the Rental Agreement on page 1, and may be referred to therein as "Lessee", and includes any of its representatives, agents, officers or employees and anyone signing the Rental Agreement on Customer's behalf. "Equipment" is the equipment and/or services identified on the Rental Agreement on page 1, together with all replacements, repairs, additions, attachments and accessories thereto and all future equipment rented from WPP. "Site Address" is the location that Customer represents the Equipment will be located during the Rental Period (as defined in paragraph 12 below) and is identified on the Rental Agreement on page 1. "Store" is the WPP store location identified on the Rental Agreement on page 1. "WPP" is Worldwide Power Products, LLC and its affiliated companies, their respective members, officers, directors, employees and agents. Customer rents the Equipment from WPP pursuant to this Rental Agreement. Customer shall pay WPP the rental rates (including any minimum rental on the Rental Agreement on page 1) and other charges described herein when due, shall return the Equipment to WPP as required herein, and shall otherwise comply with this Rental Agreement. This Rental Agreement is a true lease. The Equipment: (a) is and shall remain the personal property of WPP; and (b) shall not be affixed to any real property or other personal property. WPP represents that this Rental Agreement shall be superior to any of its lender's rights with respect to the Equipment.
2. **PERMITTED USE.** Customer shall be responsible for all unloading, assembly, connection, disconnection, disassembly and loading of all Equipment. Customer agrees that WPP has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits. Customer warrants that: (a) prior to each

9. **RENTAL PROTECTION PLAN ("RPP").** If Customer is offered and has elected the RPP, as indicated on the Rental Agreement, and the Equipment is lost, stolen, damaged or destroyed, provided the Conditions stated below are satisfied and an RPP Exclusion does not apply, then the amounts WPP may recover from Customer under the Rental Agreement for the Equipment loss, theft, damage or destruction shall be limited to the following amounts: (a) 10% of the MSLP for Equipment lost or stolen from a Secure Location (a "Secure Location" being defined as under lock and key with only Customer having access thereto); (b) 50% of the MSLP for Equipment lost or stolen from an unsecured location; (c) 50% of the cost of repairs for accidental damage to Equipment less the greater of $500 or 10% of the MSLP; (d) 50% of the MSLP of destroyed Equipment less the greater of $500 or 10% of MSLP; (e) costs in excess of $50 for tire puncture repairs, if performed by WPP (excluding foam filled tires, demolition tires and tire replacement, the entire cost of such repair and/or replacement being Customer's responsibility); and (f) $0 for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by WPP or, for lost or stolen Equipment, for the period after WPP receives the police report. THE RPP IS NOT INSURANCE AND DOES NOT PROTECT CUSTOMER FROM LIABILITY TO WPP OR OTHERS ARISING OUT OF POSSESSION, USE OR OPERATION OF THE EQUIPMENT, INCLUDING INJURY, DEATH OR DAMAGE TO PERSONS OR PROPERTY, AND DOES NOT PROVIDED ANY COVERAGE OR FUNDS FOR THE LIABILITIES ASSUMED BY CUSTOMER UNDER THE RENTAL AGREEMENT.

i. RPP Conditions. The following "Conditions" must be satisfied for the RPP to apply: (A) Customer accepts the RPP; (B) Customer pays 14% of the gross rental charges as the fee for the RPP; (C) Customer fully complies with the terms of the Rental Agreement; (D) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (E) none of the RPP Exclusions apply.

ii. RPP Exclusions. Customer assumes the RPP Exclusion risks, meaning that if any RPP Exclusion occurs, the RPP limitations of liability do not apply to any loss, theft, damage or destruction resulting from such RPP Exclusion. "RPP Exclusions" shall include accessories, which are not being charged the RPP fee, and shall mean loss, theft, damage or destruction of the Equipment: (A) due to possession and/or operation of Equipment by a person other than Customer or Customer's authorized employee, or due to any dishonest act by Customer; (B) due to the Equipment's operation in a manner inconsistent with the manufacturer's instructions, or contrary to the Rental Agreement, including but not limited to the Equipment exceeding rated capacity,

use, Customer has or will inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety instructions, and is suitable for Customer's intended use; (b) any apparent agent of Customer at the Site Address is authorized to accept delivery of the Equipment (and if no apparent agent of Customer is available at the Site Address at the time of any scheduled delivery of the Equipment, Customer authorizes WPP to leave the Equipment at the Site Address without requirement of written receipt); (c) Customer shall immediately notify WPP if the Equipment is lost, damaged, stolen, unsafe, disabled, malfunctioning, levied upon, or threatened with seizure, or if an Incident (as defined in paragraph 5 below) occurs; (d) Customer has received from WPP all information needed or requested regarding the operation and/or maintenance of the Equipment; (e) Customer is responsible for providing all operator or other training required by law and/or for safe operation of the Equipment, and upon Customer request, WPP may agree to assist Customer in providing such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (f) only authorized individuals shall use and operate the Equipment ("authorized individuals" being those authorized by Customer and who are properly trained to use and operate the Equipment, and who are not under the influence of drugs or alcohol or otherwise impaired); (g) the Equipment's use shall be in a safe and careful manner, in compliance with all operational and safety instructions applicable to the Equipment, and all Federal, State and local laws and licenses, including but not limited to, OSHA, as amended; and (h) the Equipment shall be kept in a secure location and manner.

3. **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operational or safety instructions, or make any alterations, additions or improvements to the Equipment; (b) assign its rights under this Rental Agreement; (c) move the Equipment from the Site Address without WPP's written consent; or (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic) nor allow the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

4. **EQUIPMENT PREVENTATIVE MAINTENANCE.** It is the customer's responsibility to maintain and service the Equipment during the project term. Equipment servicing can be performed by WPP at an additional charge. All of Worldwide Power Products generators require a Preventative Maintenance (PM) at the following intervals; Diesel generators 250 hours / Gas generators 500 hours. If the customer elects to service/PM the Equipment, proof of service must be provided to WPP upon request. Daily inspections of the equipment are also the responsibility of the customer. These checks should also be carried out prior

being overloaded, misuse, abuse, negligence, improper maintenance or lack of Customer required maintenance; (C) due to the Equipment's collision, overturning, upset, rolling over or striking overhead objects; (D) caused by vandalism, malicious mischief, disappearance, loss, theft or wrongful conversion of Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to WPP); (E) occurring during the loading, unloading or transportation of the Equipment; (F) due to flood, wind, storm, earthquake or other acts of God; (G) due to nuclear reaction, radiation, radioactive contamination, exposure and/or contamination to or from hazardous materials; and (H) due to seizure or destruction of Equipment by order of governmental authority. THE EXCLUSIONS ARE RISKS ASSUMED BY CUSTOMER AND ARE NOT COVERED BY THE RPP.

iii. Recovery of Equipment. Notwithstanding anything to the contrary in the Rental Agreement, if lost or stolen Equipment is later recovered, WPP retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered.

iv. Subrogation. WPP is subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction of the Equipment. Customer shall cooperate with, and hereby assigns to WPP all claims and insurance proceeds arising from such loss, theft, damage or destruction, and shall execute and deliver to WPP whatever documents are required, and take all other necessary steps to secure in WPP such rights and obtain such recovery.

10. **RENTAL RATES.** The total charges specified in the Rental Agreement are: (a) estimated based upon Customer's representation of the estimated Rental Period identified on page 1 (rental rates beyond the estimated Rental Period are subject to increase); and (b) used for consignment rentals, whereby Equipment is held at WPP's Store for delivery to the Customer upon request. In the case of an emergency power outage at customer's Site Address, customer may have unlimited use of the equipment for no additional fees until regular power resumes. When used for emergency power, all references to "shift use" or "shift rates" are not applicable. If the equipment is used when normal power at customer's location is available, Worldwide Power Products reserves the right to apply shift rates per the Rental Agreement. Use for "one shift," may not be more than 8 hours per day and 40 hours per week unless otherwise noted. Weekly and 4 week rental rates shall not be prorated, and rental for the entire week or 4 week period shall be due at the stated rate notwithstanding the fact that the Equipment is returned to WPP prior to expiration of the period. Additional hours beyond "one shift" will be charged per Rental Agreement rates. Customer is responsible for (i)

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to starting the equipment. The customer is also responsible for providing fuel, coolants, lubricants, and other supplies necessary to operate the Equipment, unless otherwise stated. The PM charge is a per hour charge that is applied to every hour the Equipment is operating or running while on rent. PM charges are billed based on 160+ hours of use. Inspection fees may apply separately or as part of the PM Charge.

5. **CUSTOMER LIABILITY.** DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE POSSESSION, CUSTODY AND OPERATION OF AND FULL RESPONSIBILITY FOR, THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING TRANSPORT, LOADING AND UNLOADING. "Incident" is any fine, citation, theft, accident, casualty, loss, injury, death or damage to person or property, claimed by any person, or entity that appears to have occurred in connection with the Equipment or the use or operation thereof. After an Incident, Customer shall (a) immediately notify ambulance, fire department, hazardous material, police, and/or other emergency response personnel if necessary, WPP, and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until WPP or its agents investigate; (c) immediately submit to WPP copies of all police or other third party reports; and (d) pay WPP, in addition to other sums due herein the rental rate for Equipment until any repairs are completed or Equipment replaced, plus (i) the manufacturer's suggested list price on the date of the loss ("MSLP") of any lost or destroyed Equipment ("lost" being when Equipment's location is unknown, or Customer is unable to recover the Equipment for a period of 30 days or more); or (ii) the full cost of repairs of damaged Equipment. Customer agrees and acknowledges that accrued rental charges are due and payable in addition to any charges for lost, destroyed or damaged Equipment. WPP shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

6. **NO WARRANTIES.** Customer agrees and acknowledges that WPP does not design or manufacture the Equipment and is not the agent of the party/parties that do. WPP MAKES NO AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO ITS DURABILITY, QUALTIY, CAPACITY, CONDITION, COMPLIANCE WITH ANY APPLICABLE LAW, REGULATION OR SPECIFICATION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST WPP. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND ITS OPERATION OR USE, AND HEREBY WAIVES AND RELEASES ANY AND ALL

all rental rates, fees, licenses and taxes based on Customer's use of the Equipment, including additional fees for more than "one shift" use; (ii) delivery and pickup costs to and from the Store; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) fees for lost keys; (vi) fuel used during the Rental Period (Customer may either return the Equipment fully fueled or a fuel charge shall be assessed (designed to cover WPP's direct and indirect costs of refueling the Equipment)); (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) an Environmental Fee (described below), if included in the Rental Agreement. The convenience charge for off road diesel fuel does not include state motor fuel taxes.

11. **PAYMENT.** Customer shall pay all deposits, shipping charges, if any, taxes and rental charges for the rental period up to 4 weeks, upon receipt of WPP's invoice and in advance of delivery of the Equipment to Customer. If the rental period exceeds 4 weeks, WPP shall invoice Customer in advance each month for each subsequent period. Payment in full of all invoices is due upon receipt of the invoice unless otherwise provided in the Rental Agreement, but in no event later than 30 days after the invoice date. If WPP approves Customer's executed credit application, Customer shall pay rental charges according to the terms stated in the Rental Agreement or WPP's invoice. WPP shall submit a detailed monthly invoice (together with any back-up documentation reasonably requested by the Customer) indicating the fees incurred for that month. Customer must notify WPP in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice or Customer shall be deemed to have irrevocably waived its right to dispute such amounts unless otherwise allowed by law. At WPP's discretion, any credit account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Interest at a rate the lesser of 1.5% per month (18% annum) or the maximum rate permitted by law, shall be assessed on all delinquent accounts, until paid in full. A security deposit in the amount of the rental charge for the applicable rental rate period may be due in advance of delivery of the Equipment to Customer. Deposits may be applied to offset any and all charges due under the Rental Agreement and these Rental Agreement Terms and Conditions, including but not limited to accrued rental charges, interest charges, and charges for damaged or lost Equipment. Deposits are only required to be returned after all amounts due WPP are paid in full, and any interest earned on deposits shall accrue to WPP. Customer agrees that if a credit card is presented to pay for charges or to guarantee payment, Customer authorizes WPP to charge the credit card all charges due under the Rental Agreement and these Rental Agreement Terms and Conditions, including but not limited to, charges for loss of or damage to the Equipment.

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CLAIMS AGAINST WPP FOR ANY AND ALL LIABILITIES AND DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INDIRECT, INCIDENTAL AND CONSEQUENTIAL DAMAGES, IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE, OR ANY DEFECT OR FAILURE THEREOF, OR ANY BREACH OF WPP'S OBLIGATIONS HEREIN.

7. **INDEMNITY FOR EMPLOYEE CLAIMS.** A. CUSTOMER AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS (COLLECTIVELY "INDEMNIFY") WPP AND ITS REPRESENTATIVES, PARTNERS, MEMBERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, (COLLECTIVELY THE "INDEMNIFIED PARTIES" OR INDIVIDUALLY AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, INJURIES, JUDGEMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES (COLLECTIVELY, IN THIS SUBSECTION 7(A), "CLAIMS"), FOR BODILY INJURY OR DEATH OF ANY EMPLOYEE of CUSTOMER, its agents, or its subcontractors of any tier (COLLECTIVELY "EMPLOYEE" FOR THE PURPOSE OF THIS SECTION 7), ACTUALLY OR ALLEGEDLY OCCASIONED BY, CONTRIBUTED TO OR ARISING OUT OF, IN WHOLE OR IN PART, CUSTOMER'S RENTAL OF THE EQUIPMENT, THE EQUIPMENT, ITS CONDITION, OPERATION, USE OR FAILURE, OR THE RENTAL AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS DUE TO NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, VIOLATION OF ANY STATUTE, RULE OR REGULATION OR OTHER ACT OR OMISSION BY CUSTOMER, ITS EMPLOYEES, AGENTS OR ANY SUBCONTRACTOR OF CUSTOMER OF ANY TIER, OR THEIR RESPECTIVE AGENTS OR EMPLOYEES, OR ANY OTHER PARTY FOR WHOSE ACTS CUSTOMER IS LIABLE. CUSTOMER'S OBLIGATION TO INDEMNIFY SHALL APPLY EVEN IF SUCH CLAIMS ARE ACTUALLY OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, OR NEGLIGENCE OF AN INDEMNIFIED PARTY, EVEN IF SUCH NEGLIGENCE OR OTHER ACTS OR OMISSIONS ARE ACTIVE OR PASSIVE, DIRECT OR INDIRECT, SOLE OR CONCURRENT. THIS INDEMNITY AGREEMENT IS INTENDED TO INDEMNIFY THE AFOREMENTIONED INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, AS PROVIDED ABOVE. B. if subchapter C of chapter 151 of the Texas insurance code does not apply to the RENTAL AGREEMENT, EXCLUDING claims relating to bodily injury or death of an employee COVERED BY SUBSECTION 7(A), CUSTOMER agrees to and shall indemnify, hold harmless, save and defend (collectively "Indemnify") WPP, AND ITS REPRESENTATIVES, PARTNERS, MEMBERS, DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY THE "INDEMNIFIED PARTIES" OR INDIVIDUALLY AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, INJURIES, JUDGEMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY OF

12. **RETURN OF EQUIPMENT.** "Rental Period" commences according to the Rental Agreement rental start date, whether the Equipment is delivered to Customer or the Site Address or remains in custody of WPP, or on the date of delivery of the Equipment to Customer, whichever occurs first, and continues until the contracted rental end date or the Equipment is returned to the WPP custody (whichever comes later) during normal business hours, and until WPP confirms that the Equipment is returned in the condition required herein. At the end of the Rental Period, the Equipment shall be returned to WPP in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. The Rental Period and this Rental Agreement shall not terminate, and rental charges shall continue to accrue until WPP confirms that the Equipment is returned in the condition required herein. If WPP delivered the Equipment to Customer, Customer shall notify WPP that the Equipment is ready to be picked up at the Site Address and obtain a pick up number from WPP ("Pick Up Number"), which Pick Up Number Customer shall evidence the date of notification the Equipment was ready for pick up. Customer remains liable for any loss of or damage to the Equipment until WPP confirms that the Equipment is returned in the condition required herein, however, Customer may receive a credit for the rental charges from the date the Pick Up Number is given to the date of such confirmation, provided the contracted rental end date expired prior to the date the Pick Up Number is given. No pickups occur on Sundays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified on page 1 of the Rental Agreement, Customer agrees to pay WPP's current rental rate for the Equipment until the end of the Rental Period.

13. **DEFAULT**. Customer shall be in default if Customer: (a) fails to pay sums when due; (b) fails to keep the Equipment in good repair and safe working order; (c) allows any lien or encumbrance to attach to or be filed against the Equipment; (d) moves the Equipment from the Site Address; (e) breaches any provision of the Rental Agreement; (f) becomes a debtor in a bankruptcy proceeding, or goes into receivership; (g) places the Equipment at risk if WPP, in good faith, deems itself insecure; or (h) is in default under any other contract with WPP. If a Customer default occurs, WPP shall have, in addition to all rights and remedies at law or in equity: (i) the right to repossess the Equipment without judicial process or prior notice, provided, however, any such repossession shall not constitute a termination of the Rental period or the Rental Agreement unless WPP so notifies Customer in writing, and CUSTOMER WAIVES ANY RIGHT, CLAIM OR CAUSE OF ACTION AGAINST WPP ARISING OUT OF OR RELATED TO SUCH REPOSSESSION; (ii) the right to declare the entire amount of all sums due under the Rental

EVERY KIND, INCLUDING BUT NOT LIMITED TO ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES (collectively, in this subsection 7(B), "Claims") provided that such Claims are attributable to bodily injury, Disease or death, or damage to property including loss of use thereof (including, but not limited to, all Claims or demands for damages to CUSTOMER OR its agents, or property owned or used by Customer or its employees or subcontractors) actually or allegedly occasioned by, contributed to or arising out of, in whole or in part, CUSTOMER'S RENTAL OF THE EQUIPMENT, THE EQUIPMENT, ITS CONDITION, OPERATION, USE OR FAILURE, OR THE RENTAL AGREEMENT, including but not limited to Claims due to negligence, gross negligence, breach of warranty, breach of contract, violation of any statute, rule or regulation or other act or omission by CUSTOMER, its Employees or agents or any subcontractor of CUSTOMER of any tier, or their agents or employees. Customer's obligation to Indemnify shall apply EVEN IF such Claims are ACTUALLY OR ALLEGEDLY caused IN WHOLE OR IN part by the acts, omissions, BREACH OF WARRANTY, STRICT LIABILITY or negligence OF AN INDEMNIFIED PARTY, even if SUCH NEGLIGENCE OR OTHER ACTS OR OMISSIONS ARE active or passive, direct or indirect, SOLE or concurrent. THIS INDEMNITY AGREEMENT IS INTENDED TO INDEMNIFY THE AFOREMENTIONED INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, AS PROVIDED ABOVE. C. if subchapter C of chapter 151 of the Texas insurance code applies to the RENTAL AGREEMENT, EXCLUDING claims relating to bodily injury or death of an employee COVERED BY SUBSECTION 7(A), AND except to the extent that claims (defined below) are caused by an indemnified party's (including for the purposes of this subsection 7(C) the agent or employee or any third party under the control or supervision of An indemnified party other than CUSTOMER or its agent, employee or subcontractor of any tier) negligence or fault, breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or breach of contract, the Customer agrees to indemnify, hold harmless, save and defend (collectively "Indemnify") WPP AND ITS REPRESENTATIVES, PARTNERS, MEMBERS, DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY THE "INDEMNIFIED PARTIES" OR INDIVIDUALLY AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, INJURIES, JUDGEMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES (collectively, in this subsection 7(C), "Claims") provided that such Claims are attributable to bodily injury, Disease or death, or damage to property including loss of use thereof (including, but not limited to, all Claims or demands for damages to CUSTOMER OR its agents, or property owned or used by Customer or its employees or subcontractors) and are actually or allegedly

Agreement immediately payable without notice or demand to Customer; (iii) the right to refuse to perform any repair or replacement of damaged Equipment, and to refuse to rent any other Equipment to Customer; and (iii) the right to terminate the Rental Agreement as to any or all items of Equipment. Customer shall pay all of WPP's costs, including reasonable costs of collection, court costs and attorney's fees, incurred in exercising any of its rights or remedies herein. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered conversion, subject to civil liability where permitted, pursuant to applicable laws. Customer agrees that WPP's repair or replacement of the Equipment is Customer's sole and exclusive remedy for WPP's default under the Rental Agreement. CUSTOMER HEREBY EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO WPP'S LEASE OF THE EQUIPMENT, THE EQUIPMENT, ITS CONDITION, OPERATION, USE OR FAILURE, THE RENTAL AGREEMENT OR ANY BREACH OF THE RENTAL AGREEMENT.

14. **ENVIRONMENTAL FEE.** If the Rental Agreement includes an Environmental Fee, Customer shall pay same. Any such fee is not a tax or governmentally mandated charge. It is an additional fee for rental of the Equipment, which may be used to defray costs incurred to comply with federal, state (i.e. TERP tax) and local environmental regulations and/or environmental related expenses, such as waste disposal or proper fuel storage and use, but any such fee is not designated for any particular use, and may be used by WPP for any other purpose, at its discretion.
15. **LIMITATIONS OF WPP'S LIABILITY.** IN CONSIDERATION OF THE RENTAL OF THE EQUIPMENT, CUSTOMER AGREES THAT WPP'S LIABILITY UNDER THE RENTAL AGREEMENT, INCLUDING ANY LIABILITY ARISING FROM WPP'S OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THE RENTAL AGREEMENT.
16. **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Customer agrees that removal of the Equipment from the United States ("U.S.") is prohibited under the Rental Agreement. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) notify WPP prior to taking such action, and (b) execute an amendment to the Rental Agreement, which amendment is incorporated herein, and (c) obtain WPP's consent. Although prohibited under the Rental Agreement, if Customer exports or re-exports the Equipment, Customer agrees that the Equipment is subject to and must comply with U.S. export control laws and regulations, including but not limited to the Export Administration Regulations. Customer further agrees that it is responsible for: (a) determining whether and obtaining if

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occasioned by, contributed to or arise out of, in whole or in part, CUSTOMER'S RENTAL OF THE EQUIPMENT, THE EQUIPMENT, ITS CONDITION, OPERATION, USE OR FAILURE, OR THE RENTAL AGREEMENT, including but not limited to Claims due to negligence, gross negligence, breach of warranty, breach of contract, violation of any statute, rule or regulation or other act or omission by Customer, its employees or agents or any subcontractor of Customer of any tier, or their agents or employees. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE RENTAL AGREEMENT.

8. **INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) general liability insurance of not less than $1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 7; (b) property insurance against loss by all risks to the Equipment, in an amount at least equal to the MSLP thereof, unless RPP is elected and paid for; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, a non-owned vehicle endorsement and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation rights against WPP, name WPP as an additional insured (including an additional insured endorsement) and loss payee, except as to worker's compensation insurance, and provide for WPP to receive at least 30 days prior written notice of any cancellation or material change. Insurance shall not exclude boom damage or overturns, and any insurance that excludes boom damage or overturns shall constitute a default hereunder. Customer shall provide WPP with certificates of insurance evidencing the coverages obtained to comply with the requirements above prior to any rental and any time upon WPP's request. To the extent WPP carries any insurance, WPP's insurance will be considered excess insurance. THE INSURANCE REQUIRED HEREIN DOES NOT RELIEVE CUSTOMER OF ITS RESPONSIBILITIES, INDEMNIFICATION OR OTHER OBLIGATIONS PROVIDED HEREIN, OR FOR WHICH CUSTOMER MAY BE LIABLE BY LAW OR OTHERWISE.

necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (b) obtaining any required documentation necessary for return of the Equipment, and (c) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.

17. **FORCE MAJEURE.** WPP shall not be liable for damages, and WPP shall not be in default of the Rental Agreement by reason of any failure or delay in delivery of Equipment due to any preference, priority, allocation or allotment order issued by any governmental authority, whether federal, state or local, strikes, lockouts, labor shortages, fire, flood, war, embargo, riot, acts of a public enemy, epidemic, quarantine restrictions, natural disaster or other casualty, government regulations or requirements, shortages or unavailability of raw material, supplies, fuel, power or transportation, delay of carriers, unusually severe weather, Acts of God, or any other causes beyond WPP's reasonable control, whether of similar or dissimilar nature to those enumerated. WPP shall have such additional time within which to perform as may be reasonably necessary under the circumstances.

18. **GENERAL.** The Rental Agreement and these Rental Agreement Terms and Conditions constitute the entire agreement between Customer and WPP, and supersede any and all prior or contemporaneous offers, agreements, representations or understandings, verbal or written. The Rental Agreement and these Rental Agreement Terms and Conditions may not be modified except in writing signed by the parties, and no covenant or condition may be waived except with WPP's written consent. The Rental Agreement and these Rental Agreement Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Texas, notwithstanding the application of any conflict of law rules. Venue for any legal action arising out of or related to the Rental Agreement or these Rental Agreement Terms and Conditions shall be in Harris County, Texas.

19. **ASSIGNMENT BY WPP.** WPP may assign this Rental Agreement, in whole or in part, including any payments due hereunder, to any affiliate of WPP, any owner of the Equipment, any party financing WPP or such owner, or any successor or assign of the foregoing. Upon assignment, Customer shall pay the assignee as directed in writing, and WPP shall be released from any obligations the assignee assumes. No assignment shall affect Customer's right to use the Equipment while Customer is not in default.