

Rental Terms and Conditions

In addition to the terms and conditions contained in the Master Equipment Rental Contract (the "MERC") executed by and between Hoover Materials Handling Group, Inc. dba Hoover CS ("Hoover") and Customer, the following terms and conditions govern the Customer's rental of Equipment and are incorporated by reference in full into the MERC. Capitalized terms used herein but not defined shall have the meaning assigned to such terms in the MERC.

1. Indemnity; Consequential Damages: To the fullest extent permitted by law, Customer shall release, indemnify, defend and hold harmless Hoover and its affiliates, and their respective directors, officers, managers, members, partners, employees, contractors of any tier, agents, representatives, successors and assigns (collectively, "Hoover Group") from and against any and all loss, damage, cost, expense, penalty, violation, fine, lien, award or judgment, including reasonable attorney's fees, court costs, and other litigation expenses, arising out of or related to any claim, demand, suit or legal action or proceeding of any nature (collectively "Claim(s)"), including, without limitation, personal injury, property damage, intellectual property infringement, governmental actions, or pollution and/or contamination, alleged, made upon or against Hoover Group, or any of them, and caused by, or otherwise arises under or is related, directly or indirectly, to (a) Customer's possession, use, ownership, operation, custody, maintenance, repair, delivery, handling or transportation of the Equipment or Technology (defined below), (b) any other action or omission of Customer in connection with this Contract, and/or (c) Customer's violation of any applicable statutes, regulations, rules, codes, ordinances and orders of lawfully constituted authorities, including, without limitation, regulations promulgated by the United States Occupational Safety & Health Administration, as may be amended from time to time. **CUSTOMER'S RELEASE, DEFENSE, INDEMNIFICATION, HOLD HARMLESS, AND LIABILITY ASSUMPTION OBLIGATIONS PROVIDED FOR IN THIS CONTRACT SHALL BE APPLICABLE WHETHER OR NOT THE LIABILITIES OR CLAIMS IN QUESTION AROSE OR RESULTED SOLELY OR IN PART FROM THE GROSS, SOLE, ACTIVE, PASSIVE, CONCURRENT OR COMPARATIVE NEGLIGENCE, BREACH OF CONTRACT, STRICT LIABILITY OR OTHER FAULT OR VIOLATION OF LAW OF OR BY ANY MEMBER OF HOOVER GROUP OR ANY OTHER RELEASED OR INDEMNIFIED PERSON OR ENTITY. CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS "CONSPICUOUS."**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES FOR ANY LOSS OF REPUTATION, LOSS OF DATA, LOSS OF GOODWILL, INCREASE IN OPERATING COSTS, FACILITIES OR OPERATIONS DOWNTIME OR INTERRUPTIONS, LOST PROFITS, FINANCIAL OR ECONOMIC LOSS, OR ANY OTHER INCIDENTAL DAMAGE.

2. Insurance: Customer shall carry commercial general liability, automobile liability, pollution legal liability, and property coverages in amounts sufficient to satisfy Customer's obligations under this Contract, but in no event with limits less than \$1,000,000 per occurrence for each such policies, and the Replacement Value (defined below) of the Equipment for the property policy. Such insurance policies shall be written by an insurance company reasonably acceptable to Hoover, and endorsed to: (a) add Hoover Group as an additional insured (and loss payee, as applicable), (b) state that such insurance is primary to any other coverages available to Hoover Group, (c) provide that no insurance policy will be cancelled or materially changed without thirty (30) days prior written notice to Hoover, and (d) state that Customer and Customer's insurers waive their respective rights of subrogation against Hoover Group. Upon Hoover's written request, Customer shall promptly provide: (x) current insurance certificate(s) to Hoover on ACORD form(s) evidencing the coverages required by this Contract, (y) copies of the policies of insurance required by this Contract, and (z) copies of the insurance endorsements required by this Contract. If Customer carries a deductible or self-insured retention in excess of the minimums stated above, Customer shall provide adequate assurance to Hoover of its financial ability to satisfy such deductibles or retentions.

3. Software License: Hoover grants to Customer a non-transferable, non-exclusive license to use, display and print the FleetAI software ("Software") Customer may utilize during the term of the Contract. Hoover retains all right, title and interest in and to the Software, Data communication services and Contract plans, and including all rights to patents, copyrights, trademarks and trade secrets relating thereto. Customer may also utilize the GPS asset tracking (the "Service"), which combines software and maps with GPS, RFID, and other devices to allow the Customer to locate, track, and manage assets within fixed facilities or offshore. The Service may require hardware components ("Hardware") that may include but shall not be limited to the following: devices or tags (such as RFID tags, Cellular Modems or GPS units that may be attached to Customer's assets) and equipment (such as tag readers and communication systems that may be installed within Customer's facilities or other locations). The Service may also require certain software components ("Additional Software") that may include but shall not be limited to the following: web-native software, application software, database software, device firmware, device middleware, or browser based software. The Software, Hardware, Service and Additional Software are collectively referred to herein as the "Technology." Customer shall not (a) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code of any component of the Technology; (b) modify, port, translate, localize or create derivative works of the Technology; (c) provide access to any component of the Technology to any third party without Hoover's prior written consent; (d) provide access to Hoover's Technology to parties that could reasonably be considered to be direct competitors to Hoover; OR (e) directly or indirectly attempt to develop or market a product that is similar to any component of the Technology. Hoover does not own any data, information or material that the Customer submits in the course of using the Software ("Customer Data"). The Customer, not Hoover, shall have sole responsibility for the accuracy, quality, integrity, reliability, and intellectual property ownership or right to use of all Customer Data, and Hoover shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. Hoover will not disclose, distribute, sell, share, rent or otherwise transfer any Customer Data to any third party, except as may be required by applicable law or as may be approved in writing by Customer. In the event that service is terminated, Hoover will make available to the Customer a file of the Customer Data within 30 days of termination upon Customer's written request.

4. Loss, Damage, or Destruction of Equipment: Prior to taking custody or delivery of the Equipment, Customer shall complete Hoover's project

documentation form(s) (collectively, the “Project Documentation”) confirming Customer’s intended uses of the Equipment and the locations where such Equipment will be used. Customer shall notify Hoover at least ten (10) days prior to utilizing any Equipment in circumstances or locations deviating from the Project Documentation, which shall be subject to acceptance by Hoover in its sole discretion. If any Equipment is damaged during the term of the Contract, Customer shall promptly notify Hoover of same and, after receiving consent from Hoover, shall repair the Equipment to Hoover’s satisfaction at Customer’s expense. Should Equipment become lost, damaged beyond repair, stolen, or destroyed, or if Customer should be unable to or refuse to timely return the Equipment to Hoover in accordance with the terms of this Contract, Hoover may declare such Equipment a loss in Hoover’s sole discretion with or without written notice to Customer (such event, a “Loss”), and Customer shall, within ten (10) business days following Hoover’s declaration of a Loss, pay to Hoover the replacement value of the Equipment (“Replacement Value”) as listed on the Addendum, without withholding, deduction or offset of any kind whatsoever.

5. Default and Remedies: Customer shall pay to Hoover a late fee charge equal to the lesser of five percent (5%) per month or the highest rate allowed by law on all late payments, and a service charge of Fifty and No/100 United States Dollars (\$50.00) for each check or other payment returned unpaid or credit declination. In the event Customer fails to pay any outstanding invoice within sixty (60) days after the invoice date, the payment of all of the past, present and future unpaid installments of rent shall immediately become immediately due and payable to Hoover. If Customer defaults in the performance of any of Customer’s other obligations hereunder and such default shall not be cured by Customer within ten (10) days after written notice thereof from Hoover, then, without further notice, Hoover may terminate this Contract and/or any then-outstanding Addendums, and repossess any and all Equipment, and Customer agrees to pay to Hoover: (i) all past, present, and future unpaid installments of rent and the reasonable expenses, including cleaning, product disposal fees, and freight, incurred by Hoover in repossessing the Equipment, (ii) any payments of Replacement Value owed by Customer to Hoover for Equipment declared to be a Loss, and (iii) attorneys’ fees and all other collections costs. To the maximum extent permitted by law, Customer specifically waives any Claims Customer might incur in connection with such repossession. In addition to any rights or remedies available to Hoover under this Contract or at law, Customer acknowledges and agrees that, upon Customer’s default under this Contract, Hoover is authorized to: (a) set off and apply any deposits held by Hoover against any amounts owed by Customer to Hoover, or (b) otherwise seek payment through any guaranty agreements, letters of credit, bank guarantees, performance bonds or other financial security instruments provided by Customer, its affiliates, or its financial institutions pursuant to this Contract. Customer: (x) waives any notices required in connection with Hoover’s exercise of the foregoing remedies, and (y) irrevocably appoints Hoover as its lawful attorney-in-fact for the purpose of taking any all actions necessary for Hoover to exercise the foregoing remedies, until such time as Hoover has been fully repaid and Customer’s defaults under this Contract have been cured.

6. Limited Warranty.

- a. **Equipment:** Customer represents and warrants that it has made such investigations as it deems necessary to satisfy it that the Equipment leased hereunder is adequate and sufficient for Customer’s intended use, that it has not relied upon any statements of Hoover, express or implied, in selecting the Equipment leased hereunder. Hoover warrants that all Equipment will be delivered in good condition and properly certified to the requirements of 49 CFR and warranted for defects in material or workmanship for the Equipment body, but not for parts or additions thereto, for the rental period. For intermodal Equipment, Hoover warrants that the Equipment as leased will pass inspection by the Department of Transportation. Should the Equipment fail to conform to Hoover’s warranties and representations under this Contract during the Rental Term, Hoover shall, at its sole discretion: (a) arrange for the repair of such Equipment at Hoover’s expense, (b) arrange for Customer to receive substantially similar replacement Equipment, or (c) agree to abate Customer’s obligations to pay rental fees for such Equipment.
- b. **Technology:** Subject to the limitations set forth in the Contract, Hoover warrants that for the duration of the Rental Term (the “Warranty Period”), Technology provided with the Service will functional substantially accordance with the Technology’s written specifications when installed, operated, and serviced in strict accordance with Hoover’s and the manufacturer’s requirements. If any Hardware fails to operate because of a defect in materials or workmanship within the Warranty Period, and if the Hardware is actively subscribed to Hoover’s Service and the Customer’s account is in good standing, Hoover will, at its sole option and at no charge to Customer, repair or replace it or arrange for its repair or replacement. Customer is responsible for removal and replacement of failed hardware and shall return failed hardware to Hoover within 30 days. Should any Software or the Service not function substantially in conformity with their documented specifications during the Rental Term, Hoover will, at its sole option and at no charge to Customer, correct any such non-conformity. THE WARRANTY SET FORTH ABOVE IN THIS SECTION 6(b) FURTHERMORE DOES NOT COVER (A) HARDWARE THAT HAS BEEN TAMPERED WITH OR SERVICED WITHOUT HOOVER’S AUTHORIZATION; (B) HARDWARE THAT HAS BEEN LOST OR STOLEN; (C) HARDWARE THAT IS DESIGNED TO BE CONSUMABLE SUCH AS BATTERIES OR NON-SERVICEABLE ACTIVE RFID TAGS; OR D) HARDWARE SUBJECTED TO ABUSE, MISUSE, NEGLIGENCE OR HOSTILE OPERATING ENVIRONMENTS.
- c. **Disclaimer:** Customer hereby agrees that Customer’s remedies, and Hoover’s obligations, for any breach of warranty claims arising from this Contract are solely and exclusively as stated in this Section 6. WITHOUT LIMITING THE FOREGOING, HOOVER MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT AND TECHNOLOGY AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT THE EQUIPMENT OR TECHNOLOGY MEETS ANY GOVERNMENTAL REQUIREMENTS, AND CUSTOMER WAIVES THE SAME. WITHOUT LIMITING THE FOREGOING, HOOVER PROVIDES THE EQUIPMENT AND TECHNOLOGY “AS IS”. NOTWITHSTANDING ANY PROVISIONS OF THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL HOOVER GROUP’S AGGREGATE LIABILITY TO CUSTOMER EXCEED THE RENTAL FEES ACTUALLY PAID TO HOOVER FOR THE SPECIFIC PIECE OF EQUIPMENT GIVING RISE TO A CLAIM HEREUNDER, AND CUSTOMER RELEASES HOOVER GROUP FROM ANY CLAIMS OR LIABILITIES IN EXCESS OF SUCH AMOUNT.

7. General Provisions:

- a. **Term; Survival:** This Contract shall remain in force until terminated by either party for its convenience by delivering thirty (30) days' prior written notice of termination to the other party. Notwithstanding any termination of this Contract by Customer all then-outstanding Addendums shall continue for their respective Rental Terms. Should Hoover terminate this Contract as provided for in Section 5 or in this Section 7(a), all then-outstanding Addendums shall, at the option of Hoover, remain in effect or be terminated. The indemnities, insurance, payment and guarantee obligations within this Contract shall continue in full force and effect, notwithstanding the expiration or earlier termination of the Contract or any Addendum thereto.
- b. **Ownership:** Hoover shall at all times remain the sole owner of the Equipment. Customer shall acquire no ownership rights whatsoever in any Equipment, Technology or any of Hoover's intellectual property by virtue of paying rent or other charges hereunder, or exercising any of Hoover's responsibilities under the International Convention for Safe Containers. This Contract is for the lease of Equipment and the limited license of Technology provided for hereunder only, and not a sale, conditional or otherwise. Customer shall not pledge, mortgage or otherwise encumber the Equipment, or permit to exist upon the Equipment any lien, charge, or other right or interest.
- c. **Audit:** Customer will allow Hoover or its representatives to audit Customer's records pertaining to the location and quantity of Equipment rented and will cooperate fully with Hoover in protecting, locating and recovering its Equipment. Hoover shall have the right to inspect the Equipment at any time during normal business hours.
- d. **Force Majeure:** Neither Hoover nor Customer shall be liable for delay or non-performance of its obligations hereunder if the cause of delay or non-performance is an event which is unforeseeable, beyond the control of the party affected, and cannot be remedied by the exercise of reasonable diligence, including without limitation acts of God, acts of civil or military authority, governmental orders, war, fire, explosion, labor unrest (except if limited to the party affected), pandemic or epidemic ("Force Majeure"). The party affected will be relieved from its affected obligations as long as the Force Majeure lasts and hinders the performance of said obligations, it being understood that Force Majeure will not excuse Customer's obligation to pay amounts due in accordance with the provisions hereof or provide any defense or indemnification required hereunder. The party affected shall promptly notify the other party and if possible make reasonable efforts to mitigate the effects of Force Majeure with reasonable dispatch. Further, Hoover shall not be liable for interruptions in, or interference with, third party telecommunications carriers' cellular, satellite, terrestrial, or other transmissions over which it has no control, including, but not limited for transmission limitations errors caused by network congestions, weather, atmospheric conditions (such as space debris or solar flares), magnetic interference, terrain, structures, localized "gaps" in network coverage, civil disturbances, terrorism, "acts of God", or other natural or manmade conditions. Hoover is not responsible for issues related to the condition of Customer's computers, communications networks, the internet, or other public network.
- e. **Assignment:** Hoover may assign any part of its right title and interest under this Contract at will. Customer may not assign this Contract, or rent the Equipment, without Hoover's prior written consent. Any assignment by Customer in breach of this Section 7(e) shall be void *ab initio* and of no force and effect.
- f. **Notices:** Any notice required under this Contract shall be given in writing, by overnight courier, or by certified U.S. mail, return receipt requested, at the address on this Contract, or such other place as either party may designate in writing to the other party.
- g. **Complete Agreement; Conflict; Amendment:** This Contract embodies the entire agreement between the parties and prevails over any previous understandings, commitments or agreements pertaining to the subject matter hereof. In the event of a conflict between the terms of the MERC, these Terms and Conditions, and any Addendum, the controlling document shall be these Terms and Conditions, then the MERC, and then the applicable Addendum. The MERC and these Terms and Conditions may only be amended in a writing physically executed in ink by both Hoover and Customer. An Addendum may only be amended by a writing executed by both Hoover and Customer, provided that electronic signatures entered into a recognized document execution application (e.g. DocuSign, Adobe Sign, etc.) shall be sufficient to bind each party which so executes such writing.
- h. **Remedies and Waivers:** Hoover's remedies in the event of default shall not be exclusive but shall be cumulative and in addition to all other remedies existing at law or in equity. No waiver of any breach of any covenant, condition or stipulation herein shall be a waiver of any subsequent breach of the same covenant, condition, or stipulation, or a modification of the terms herein. If Customer is owned, directly or indirectly, in whole or in part, by any country or sovereign or is an authority or agency of any country or sovereign, then Customer hereby waives any and all rights and immunities, including, without limitation, any immunities from prejudgment seizure, arrest or attachment if may have under the Foreign Sovereign Immunities Act of 1976 (28 USC Section 1602, et seq.) as amended or any similar type of statute, law, rule or regulation of any country or sovereign.
- i. **Governing Law and Dispute Resolution:** The parties agree that the application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from this Contract. **Any controversy or claim arising out of or relating to the Contract, the relationship of the parties to the Contract, and/or the breach, termination or validity of the Contract, directly or indirectly, including whether any such claim is properly arbitrable, shall be settled by arbitration administered by Judicial Workplace Arbitrations, Inc. ("JWA"). This Contract shall be governed and construed in accordance with the laws of the State of Texas (excluding its conflict of laws rules) and the arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The arbitration shall be heard by a single arbitrator, the place of arbitration shall be Houston, Texas, and the arbitration will be conducted in the English language. The arbitration, including the**

arbitration hearing, shall be governed by the Texas Rules of Civil Procedure and the Texas Rules of Evidence. The arbitrator shall issue a written and reasoned award and opinion within 30 days of the arbitration hearing, the decision and award of the arbitrator shall be final, binding and enforceable, and the arbitration award may be confirmed in any court of competent jurisdiction. The party initiating the arbitration pursuant to this section shall pay the initial filing fees. Thereafter, the parties shall split any additional administrative or arbitrator fees paid to JWA or the arbitrator equally; *provided, however*, the prevailing party shall be entitled to an award of reasonable attorneys' fees, and the arbitrator shall have the power to award the prevailing party any administrative or arbitration fees paid to JWA or the arbitrator. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witnesses. In such event, the other party shall be required to present evidence and legal argument as the arbitrator may require for the making of an award. The parties acknowledge and agree that a breach of Customer's obligations under the Contract could cause irreparable harm to Hoover for which Hoover would have no adequate remedy at law, and further agree that, notwithstanding the agreement of the parties to arbitrate controversies or claims as set herein, Hoover may apply to a state or federal court located in Harris County, Texas to seek to enjoin, preliminarily or permanently, any breach or threatened breach of the Customer's obligations under the Contract.

- j. **Subordination:** This Contract, including its applicable Addendums, are made subordinate to any and all chattel, mortgage, pledge, security contract, conditional sales contract, lease or like contract applicable to the Equipment to which Hoover is bound.
- k. **Disclaimer of Reliance:** Customer warrants and represents that no promise, agreement, representation, inducement, or condition which is not herein expressed has been made to Customer by Hoover, or any agent or representative of Hoover, in executing this Contract. Customer further warrants and represents it is not relying upon, and expressly disclaims, any such promise, agreement, representation, inducement, or condition which is not herein expressed in executing this Contract. Customer represents and warrants that it is relying solely upon its own judgment in entering this Contract.
- l. **Severability:** If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. In the event a term or provision of this Contract is adjudicated to be invalid, illegal or unenforceable, such term or provision shall be amended to give as much force and effect to the original language of such term or provision as is allowable under applicable law.