

TRS-RENTELCO INC. RENTAL TERMS AND CONDITIONS

(These Terms and Conditions are printed on the back of the rental contract. The words “on the reverse side hereof” refer to the face of the rental contract.)

TRS-RenTelco, Inc. rents or sells to Customer and Customer rents or buys from TRS the equipment listed above (Equipment) on the terms and conditions on this AND THE REVERSE SIDE HEREOF. All Equipment rented or sold hereunder is rented and sold “AS-IS”, except as to any limited warranties set forth below or otherwise provided in writing by TRS. NOTWITHSTANDING ANY ADDITIONAL OR DIFFERENT TERMS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT ISSUED BY CUSTOMER, CUSTOMER SHALL BE BOUND BY ALL TERMS AND CONDITIONS SET FORTH BELOW UNLESS OBJECTION IS MADE IN WRITING WITHIN 72 HOURS OF RECEIPT OF THIS AGREEMENT AND TRS-RENTELCO AGREES IN WRITING TO CUSTOMER’S PROPOSED MODIFICATIONS.

CUSTOMER IS BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THOSE ON THE REVERSE SIDE HEREOF AND ANY APPLICABLE SOFTWARE LICENSE AGREEMENT. CUSTOMER SIGNATURE IS NOT REQUIRED, except if TRS-RENTELCO is selling the Equipment to Customer and TRS-RENTELCO requires Customer’s signature as contemplated in Part C below. The terms and conditions differ depending on the transaction category. Part A applies to the technology investment program (“TIP”) and lease transactions; Part B applies to rental transactions; and Part C applies to sales transactions, all as set out below:

PART A. TECHNOLOGY INVESTMENT PROGRAM OR LEASE TERMS AND CONDITIONS. TIP and lease transactions require a separate signed agreement with TRS-RENTELCO. Parts B and C do not apply to this transaction and this document constitutes a delivery notice only, indicating the terms shipped to Customer.

PART B. RENTAL TERMS AND CONDITIONS. Customer hereby rents from TRS-RENTELCO the equipment listed on the reverse side hereof (the “Equipment”) pursuant to the following terms and conditions:

1. RENTAL TERM: The term of the rental of the Equipment shall commence on the date TRS-RENTELCO ships the Equipment to Customer (the “Start Date”) and shall continue for a maximum period of 11 months following the Start Date (the “Rental Term”), unless terminated earlier by Customer or TRS-RENTELCO in accordance with the terms of this Agreement. Customer may terminate this Agreement at any time after a minimum term of 30 days (or, if a longer rental term is set forth on the reverse side, such longer rental term) following the Start Date (the “Minimum Rental Term”), by returning the Equipment in accordance with Section B.4; provided that, notwithstanding that a different rental term may be set forth on Customer’s purchase order or on the reverse side hereof, the maximum Rental Term shall not exceed 11 months following the Start Date. Customer authorizes TRS-RENTELCO to insert on the reverse side

hereof any missing information pertaining to this transaction and/or to correct obvious errors.

2. RENT: Customer shall pay TRS-RENTELCO each month during the Rental Term the Monthly Rental Fee shown on the reverse side for each item of Equipment, together with all applicable taxes imposed thereon. Rental charges for part of a month beyond the Minimum Rental Term shall be prorated on a daily basis of 1/30th of the Monthly Rental Fee, together with all applicable taxes imposed thereon. At TRS-RENTELCO's election, each Monthly Rental Fee or part thereof, as applicable, shall be due (a) if billed in advance, within 30 days after the date of TRS-RENTELCO's invoice therefor, or (b) if billed in arrears, immediately upon receipt of TRS-RENTELCO's invoice therefor or within such period of time as is specified in the invoice. Customer shall pay, to the extent not prohibited by law, a service charge equal to 4% of the Monthly Rental Fee or other amount (with a minimum of \$5 and a maximum of \$100) for each Monthly Rental Fee or other amount not paid within 30 days after its due date. In addition to this service charge, any amount not paid when due hereunder shall bear interest, both before and after judgment, until paid, at the rate of eighteen percent (18%) per annum, payable on demand. If specified on the reverse side, a security deposit will be held as security against payment of rent, return of Equipment and performance of all other obligations of Customer hereunder. If the security deposit is applied against Customer's account, Customer shall immediately replenish the security deposit upon request by TRS-RENTELCO. The remaining security deposit shall be refunded to Customer, without interest, upon performance of all obligations hereunder. If for any reason the actual Rental Term for an item of Equipment is less than the Minimum Rental Term, then, promptly following demand by TRS-RENTELCO, Customer shall pay TRS-RENTELCO all future Monthly Rental Fees or part thereof owing by Customer to the end of the Minimum Rental Term and shall forfeit and reimburse TRS-RENTELCO any discounts granted to Customer that are based upon the length of the Minimum Rental Term.

3. DEFAULT AND REMEDIES: Upon a default by Customer of any of its payment obligations or any other obligations hereunder, or if Customer enters, voluntarily or involuntarily, any bankruptcy, receivership, reorganization, insolvency or similar proceeding or composition or arrangement with its creditors, or if Customer repudiates its obligations hereunder or becomes insolvent, winds up, dissolves or is dissolved, ceases business, assigns its assets for the benefit of creditors, or is generally not paying its debts as the same become due, or if any Equipment is levied against, seized or attached, or if Customer is in default under any other agreement with TRS-RENTELCO, or if a third party takes any action to foreclose on, obtain possession or control of, collect, sell or otherwise dispose of or exercise any rights with respect to any of the Equipment without the express written consent of TRS-RENTELCO, TRS-RENTELCO shall have the right to exercise any one or more of the following remedies which are cumulative and not alternative: (a) terminate this Agreement and recover possession of the Equipment; (b) recover all Monthly Rental Fees then due and unpaid and all future Monthly Rental Fees until the Equipment is returned to TRS-RENTELCO as such Monthly Rental Fees become due; (c) demand that Customer return all Equipment, provided, however, that if Customer fails to return, all Equipment within 5 days of TRS-RENTELCO's demand, Customer shall be obligated to pay to TRS-

RENTELCO, immediately, a sum of cash equal to the replacement value of any Equipment not returned to TRS-RENTELCO; and (d) such other rights and remedies as are available to TRS-RENTELCO under applicable law. TRS-RENTELCO shall be entitled to all costs and expenses (including legal fees and costs) incurred by TRS-RENTELCO in enforcing any of the terms or provisions of this Agreement.

4. DELIVERY, INSTALLATION & RETURN: All Equipment is provided F.O.B. TRS-RENTELCO's applicable distribution center. Shipment will be made to the equipment location specified herein (the "Equipment Location"), at Customer's risk and expense, and Customer shall reimburse TRS-RENTELCO for any shipping and handling charges incurred by TRS-RENTELCO. Unless Customer notifies TRS-RENTELCO to the contrary in writing within 72 hours after receipt of an item of Equipment, it shall be conclusively presumed that the item of Equipment was delivered to Customer in good operating condition, that the Equipment conforms in all respects to Customer's order and that Customer has accepted the Equipment for all purposes under this Agreement. Customer shall return all of the Equipment to TRS-RENTELCO by delivering it to such place in Canada as TRS-RENTELCO shall direct. In addition to all of Customer's other obligations hereunder, Customer shall, at its expense, properly pack the Equipment for return shipment and obtain transit insurance for the replacement value of the Equipment. Equipment shall not be returned to TRS-RENTELCO via mail. Customer warrants that, at the time TRS-RENTELCO receives the returned Equipment, the Equipment shall be (i) in the same condition as when delivered to Customer, reasonable wear and tear excepted, (ii) eligible for the manufacturer's standard maintenance agreement without the need for repair or rehabilitation, and (iii) free and clear of all security interests, hypothecs, liens and encumbrances. Customer shall be responsible for all transportation, packing, assembly, installation, insurance, testing, dismantling and other charges incurred in connection with the delivery, installation, use, maintenance, dismantling and return of the Equipment. If Customer does not return the Equipment to TRS-RENTELCO as provided in this Section, Customer will, without affecting TRS-RENTELCO's other remedies under this Agreement, pay TRS-RENTELCO for each day beyond the Rental Term that the Equipment is not so returned to TRS-RENTELCO an amount equal to the prorated portion of the Monthly Rental Fee, calculated based on a 30-day month (together with all applicable taxes imposed thereon) and any damage TRS-RENTELCO incurs as a result of such default. Payment of these amounts will not entitle Customer to keep the Equipment beyond the Rental Term. Customer shall, upon the request of TRS-RENTELCO, and at Customer's own expense, firmly affix to the Equipment, in a conspicuous place, a label, or metal plate (or other appropriate marking) as shall be supplied by TRS-RENTELCO showing TRS-RENTELCO as the owner and lessor of the Equipment.

5. LIMITED WARRANTY; EXCLUSIVE REMEDY; EXCLUSION OF WARRANTIES: THE SOLE AND EXCLUSIVE WARRANTY MADE BY TRS-RENTELCO IS THE LIMITED WARRANTY THAT EACH ITEM OF EQUIPMENT, WHEN SHIPPED TO CUSTOMER, WILL BE IN GOOD OPERATING CONDITION, PROVIDED THAT THE EQUIPMENT IS SHIPPED BY TRS-RENTELCO DIRECTLY OUT OF ITS CURRENT INVENTORY. EQUIPMENT SHIPPED DIRECTLY FROM A SUPPLIER OR MANUFACTURER IS NOT COVERED BY THE FOREGOING

LIMITED WARRANTY. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR FAILURE OF ANY EQUIPMENT TO CONFORM TO SUCH LIMITED WARRANTY SHALL BE THAT TRS-RENTELCO, AT ITS ELECTION, SHALL (1) REPAIR OR REPLACE ANY ITEM OF EQUIPMENT THAT IS NOT IN GOOD OPERATING CONDITION WHEN SHIPPED TO CUSTOMER OR (2) TERMINATE THIS AGREEMENT WITHOUT ANY LIABILITY TO CUSTOMER. THE FOREGOING LIMITED WARRANTY AND REMEDY ARE THE EXCLUSIVE WARRANTY AND REMEDY AND APPLY ONLY TO THE EQUIPMENT (NOT THE SOFTWARE) AND ARE IN LIEU OF ANY ORAL REPRESENTATIONS AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND REMEDIES, WHETHER IMPLIED OR STATUTORY. OTHER THAN THE FOREGOING LIMITED WARRANTY, TRS-RENTELCO HAS NOT MADE AND DOES NOT NOW MAKE ANY REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, OPERATION, OR CONDITION OF ANY EQUIPMENT AND/OR SOFTWARE OR ANY PART THEREOF, THE MERCHANTABILITY OF ANY EQUIPMENT AND/OR SOFTWARE, THE FITNESS FOR A PARTICULAR PURPOSE OF ANY EQUIPMENT AND/OR SOFTWARE, OR ISSUES REGARDING PATENT INFRINGEMENT, TITLE AND THE LIKE. IT IS FURTHER AGREED THAT TRS-RENTELCO SHALL HAVE NO LIABILITY TO CUSTOMER, OR THE CUSTOMERS OF CUSTOMER, OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY, OR TRS-RENTELCO'S NEGLIGENCE OR OTHERWISE. CUSTOMER AGREES THAT TRS-RENTELCO SHALL NOT BE LIABLE FOR ANY DELAY IN THE DELIVERY OR INSTALLATION OF, OR ANY FAILURE TO DELIVER OR INSTALL, ANY EQUIPMENT AND/OR SOFTWARE. CUSTOMER HAS SELECTED ALL EQUIPMENT AND/OR SOFTWARE FOR CUSTOMER'S INTENDED USES WITHOUT TRS-RENTELCO'S ASSISTANCE, AND RECOGNIZES THAT TRS-RENTELCO IS NOT A MANUFACTURER OF ANY EQUIPMENT AND/OR SOFTWARE.

Provided no default as described in Section B.3 above has occurred and is continuing, TRS-RENTELCO hereby assigns to Customer during the term of this Agreement any warranty(ies) on the Equipment, which TRS-RENTELCO may have against the manufacturer(s), to the extent they are assignable. Customer will not assert any claim of any nature whatsoever against TRS-RENTELCO based on any of the foregoing matters. To the extent that any manufacturers' warranties on the Equipment cannot be assigned or made available to Customer, TRS-RENTELCO agrees to use reasonable efforts at Customer's cost to enforce such claims or rights and Customer agrees that it will not take any action to prejudice any warranties which TRS-RENTELCO may have from the manufacturer(s), subcontractors of the manufacturer(s), or any vendors with respect to the Equipment covered by this Agreement.

6. OWNERSHIP; PERSONAL PROPERTY; USE: The Equipment shall remain the property of TRS-RENTELCO and TRS-RENTELCO retains the title thereto. Customer shall keep the Equipment free from all claims, liens, security interests, prior claims, hypothecs and other encumbrances. The Equipment shall at all times remain personal

property, whether or not any Equipment shall become affixed to or a part of any real property or real property improvements. Customer shall use the Equipment only at the Equipment Location and Customer shall not remove, transfer, alter or modify any item of Equipment without TRS-RENTELCO's prior written consent. TRS-RENTELCO may inspect the Equipment at any time.

7. CUSTOMER'S WAIVER: TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, CUSTOMER WAIVES THE BENEFIT OF ALL PROVISIONS OF ALL APPLICABLE CONDITIONAL SALES, REGULATORY, CREDIT AND OTHER STATUTES AND ALL REGULATIONS MADE THEREUNDER IN ANY APPLICABLE JURISDICTION WHICH MAY NOW OR HEREAFTER LIMIT OR MODIFY TRS-RENTELCO'S RIGHTS AND REMEDIES UNDER OR WITH RESPECT TO THIS AGREEMENT, including without limiting the generality of the foregoing, all of Customer's rights, benefits and protections under *The Limitation of Civil Rights Act of Saskatchewan*, as amended. Customer also waives the right of any statutory exemption from execution or seizure, and the right to demand security for costs in the event of litigation.

8. ASSIGNMENT AND WAIVERS: THIS AGREEMENT AND ALL RIGHTS OF TRS-RENTELCO HEREUNDER AND TO THE EQUIPMENT SHALL BE ASSIGNABLE BY TRS-RENTELCO WITHOUT CUSTOMER'S CONSENT. In the event of any such assignment of this Agreement, TRS-RENTELCO's assignee shall have all of the rights, privileges, entitlements, powers and remedies of TRS-RENTELCO hereunder, but none of TRS-RENTELCO's obligations. Following such assignment, payments hereunder shall be made to such assignee and, solely for the purpose of determining assignee's rights hereunder, the term TRS-RENTELCO as used herein shall be deemed to include or refer to any assignee of TRS-RENTELCO. Customer waives and agrees not to assert against TRS-RENTELCO's assignee any defense, claim, counterclaim, setoff or recoupment that Customer may have against TRS-RENTELCO, whether arising under this Agreement or otherwise. Customer acknowledges and agrees that any assignment by TRS-RENTELCO will neither materially change Customer's duties or obligations under this Agreement nor materially increase the burdens or risks imposed on Customer. Customer agrees to provide any such assignee with an estoppel letter or certificate and such other documentation as TRS-RENTELCO or any such assignee may reasonably request confirming Customer's absolute and unconditional obligations hereunder. **CUSTOMER SHALL NOT ASSIGN OR GRANT A SECURITY INTEREST IN THE EQUIPMENT, THIS AGREEMENT OR ITS INTERESTS HEREUNDER OR ENTER INTO ANY SUB-LEASE WITH RESPECT TO THE EQUIPMENT OR ALLOW ITS USE BY ANOTHER, WITHOUT TRS-RENTELCO'S PRIOR WRITTEN CONSENT.** No permitted assignment, security interest or sublease shall relieve Customer of any obligations hereunder.

9. SERVICE: If so specified on the reverse side, TRS-RENTELCO shall, at its expense, provide full service of the Equipment, consisting of routine maintenance of all Equipment and the repair or replacement of any item of Equipment found to be defective during the Rental Term, all of which is provided at TRS-RENTELCO's facilities unless otherwise specified by TRS-RENTELCO. In the event an item of Equipment for

which TRS-RENTELCO is providing service does not operate properly, Customer shall notify TRS-RENTELCO and request instructions before taking any remedial action or returning it to TRS-RENTELCO. Customer shall bear the cost of shipping such Equipment back to TRS-RENTELCO and TRS-RENTELCO shall bear the cost of the return shipment of such Equipment to Customer. In the event that any item of Equipment requires repair or recalibration as a result of accident or Customer's tampering or unauthorized repair or negligence, misuse, or abuse of such items, Customer shall bear the entire cost thereof, including any shipping costs. If the self-service option is specified on the reverse side, TRS-RENTELCO will not provide any service and Customer shall be required to maintain the Equipment in proper working condition and in accordance with the manufacturer's specifications, including routine maintenance of all Equipment and the repair or replacement of any item of Equipment found to be defective during the Rental Term.

10. RISK OF LOSS; CARE OF EQUIPMENT; INSURANCE: Customer will bear the risk of damage to or loss of the Equipment from fire, the elements and all other causes from the date of shipment until the Equipment is redelivered to TRS-RENTELCO's inventory center. Customer shall either replace or pay the replacement cost of any item of Equipment which is lost, stolen, destroyed or damaged beyond repair, at TRS-RENTELCO's sole discretion. Until an item of Equipment has been repaired, replaced or the replacement cost thereof has been paid by Customer, the Monthly Rental Fee and all other charges hereunder shall continue and the other terms and conditions of this Agreement shall continue to apply. Any item of non-expendable Equipment, accessories, manuals and the like which is lost, destroyed or damaged or which is not returned to TRS-RENTELCO will be charged to Customer at full replacement cost (minimum \$50). All Equipment will be delivered to Customer with ownership labels, calibration seals and anti-tamper notices affixed. Customer shall not permit such seals or notices to be removed or defaced and if such seals or notices are removed or defaced, Customer shall pay any calibration or refurbishing fee.

Customer shall insure each item of Equipment against loss, theft, damage, and all other risks for an amount not less than the replacement value thereof. Customer shall also maintain comprehensive general liability insurance in such form and amounts, with deductibles and with such carriers as shall be satisfactory to TRS-RENTELCO.

11. CUSTOMER'S UNCONDITIONAL OBLIGATIONS: CUSTOMER'S OBLIGATIONS HEREUNDER ARE NON-CANCELABLE. CUSTOMER AGREES THAT ITS OBLIGATIONS TO PAY MONTHLY RENTAL FEES AND TO PERFORM ALL OTHER OBLIGATIONS HEREUNDER SHALL BE ABSOLUTE, IRREVOCABLE, UNCONDITIONAL AND INDEPENDENT AND SHALL BE PAID AND PERFORMED WITHOUT ABATEMENT, DEDUCTION OR OFFSET OF ANY KIND OR NATURE WHATSOEVER.

12. SOFTWARE: Equipment includes any software provided therewith. Software shall remain the property of its licensor. The terms and conditions of any software license agreement covering the software are incorporated herein by reference and supersede anything to the contrary herein, and Customer agrees to be bound by such

terms and conditions, particularly those limiting the use and transfer of the software. Except as otherwise permitted therein, Customer shall use the software only with the Equipment and shall not copy, remove, sublicense, rent, transfer, assign, sell, alter, modify or encumber the software without licensor's prior written consent. Software is warranted only to the extent provided for directly by the licensor. TRS-RENTELCO makes no representation, warranty or condition as to the performance of any software. Customer hereby acknowledges that its use of any Microsoft software accompanying the computer equipment rented/leased is governed by the applicable Microsoft End User License Agreement.

13. OBJECTIONS TO AGREEMENT: If Customer objects to any terms and conditions of this Agreement or has any objection to the suitability of any Equipment or its acceptability for any purpose under this Agreement, Customer shall notify TRS-RENTELCO in writing of Customer's specific objections within 72 hours after receipt of this Agreement. Any such objections shall not be binding upon TRS-RENTELCO unless received by TRS-RENTELCO within such period and TRS-RENTELCO agrees in writing to such amendments to this Agreement. The parties understand and agree that TRS-RENTELCO has the right to reject Customer's objections to this Agreement and/or the Equipment, and TRS-RENTELCO, at its election, may terminate this Agreement. If such termination occurs, Customer immediately shall return the Equipment in good operating condition by prepaid insured shipment to the specified TRS-RENTELCO distribution center and shall pay any amounts due thereon to TRS-RENTELCO.

14. INDEMNIFICATION OF TRS-RENTELCO: Customer shall indemnify, hold harmless, and, if so requested by TRS-RENTELCO, defend TRS-RENTELCO (and its officers, directors, successors and assignees) against all Claims (as defined below) directly or indirectly arising out of or in connection with the Equipment or this Agreement. The term "Claims" refers to all losses, liabilities, damages, penalties, expenses (including legal fees and costs on a full indemnity basis), claims, actions, and suits, whether in contract or in tort or otherwise, whether caused by TRS-RENTELCO's negligence or otherwise, and whether based on a theory of strict liability of TRS-RENTELCO or otherwise, and includes, but is not limited to, matters regarding: (a) the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use, condition, return or operation of the Equipment; (b) any latent defects or other defects in any Equipment, whether or not discoverable by TRS-RENTELCO or by Customer; (c) any patent, trademark, or copyright infringement; and (d) the condition of any Equipment arising or existing during Customer's use. Customer's obligations under this Section shall survive the expiration or termination of this Agreement.

15. TAXES: Customer shall be responsible for and shall pay all provincial and federal sales, use, goods and services and other taxes and government charges that may be imposed by any taxing authority in respect of this Agreement or on the Equipment or its rental, use or purchase hereunder.

16. TRS-RENTELCO'S PERFORMANCE OF CUSTOMER OBLIGATIONS: If Customer fails to perform any of its obligations hereunder, TRS-RENTELCO may, but

shall not be obligated to, perform any act or make any payment that TRS-RENTELCO deems reasonably necessary for the maintenance and preservation of the Equipment and TRS-RENTELCO's interests therein; provided, however, that the performance of any act or payment by TRS-RENTELCO shall not be deemed a waiver of, or release Customer from, the obligation at issue. All sums so paid by TRS-RENTELCO, together with expenses (including legal fees and costs on a full indemnity basis) incurred by TRS-RENTELCO in connection therewith, shall be paid to TRS-RENTELCO by Customer immediately upon demand.

17. WAIVER OF JURY TRIAL: CUSTOMER AND TRS-RENTELCO HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY COURT AND IN ANY ACTION OR PROCEEDING AS TO ALL MATTERS AND THINGS ARISING OUT OF OR RELATING, DIRECTLY OR INDIRECTLY, TO THIS AGREEMENT AND THE RELATIONS BETWEEN THE PARTIES HEREUNDER.

18. OTHER PROVISIONS: THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN. Customer represents and warrants that: (a) unless it is an individual, Customer is duly organized, validly existing and in good standing; (b) Customer has the power and authority to enter into this Agreement; and (c) this Agreement is enforceable against Customer in accordance with its terms. The terms and conditions of this Agreement supersede and replace any inconsistent provisions set forth in any purchase order of Customer relating to any Equipment. Customer hereby authorizes TRS-RENTELCO to obtain credit bureau reports and make such other credit inquiries as TRS-RENTELCO deems necessary. Customer shall provide TRS-RENTELCO with such corporate resolutions, opinions of counsel, financial statements, executed software sublicense agreements, and other documents (including personal property security financing statements and other documents for filing and recording) as TRS-RENTELCO shall request from time to time. If more than one Customer is named in this Agreement, the liability of each shall be joint and several. Customer represents and warrants that the Equipment is being rented or purchased hereunder, as applicable, for business purposes and not for personal, family or household purposes or, if Customer resides in the Province of Alberta or the Province of Saskatchewan or if the Equipment Location is in either of those provinces, not for a farming or agricultural purpose. Any failure of TRS-RENTELCO to require strict performance by Customer or any waiver by TRS-RENTELCO shall not be construed as a waiver of any other breach of the same or any other provision. Time is of the essence of this Agreement. Customer acknowledges receipt of a copy of this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be deemed to be severed herefrom, and the remaining provisions of this Agreement shall not be affected thereby and shall remain valid and enforceable. **THE TERMS HEREOF SET FORTH THE ENTIRE AGREEMENT BETWEEN TRS-RENTELCO AND CUSTOMER WITH RESPECT TO THE EQUIPMENT AND SHALL NOT BE AMENDED EXCEPT IN WRITING SIGNED BY BOTH PARTIES.**

19. LANGUAGE: The parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Les parties aux présentes ont expressément exigé que la présente convention et tous les documents et avis qui y sont afférents soient rédigés en anglais.

20. REGISTRATION: The parties intend this Agreement to be characterized as a true rental or lease agreement. Customer acknowledges that any registration by TRS-RENTELCO under or pursuant to applicable personal property security legislation in respect of this Agreement is made out of an abundance of caution and without thereby diminishing TRS-RENTELCO's retention of title or other rights hereunder or thereby acknowledging the applicability of such legislation. To the extent permitted by applicable law, Customer waives any right to receive a copy of any such registration or other verifications relating thereto. At the request of TRS-RENTELCO, Customer will execute any agreements or documents, in form satisfactory to TRS-RENTELCO which TRS-RENTELCO may deem necessary or advisable to establish, protect and preserve its interest in the Equipment and will pay the cost of filing or recording the same in all public offices deemed necessary or advisable by TRS-RENTELCO. Customer also agrees to pay all costs and expenses incurred by TRS-RENTELCO in conducting personal property security, tax or other lien searches against Customer, the Equipment or the Equipment Location and such other fees as may be agreed.

PART C. SALES TERMS AND CONDITIONS. If TRS-RENTELCO agrees to sell the Equipment to Customer, Customer shall be entitled to purchase the Equipment, pursuant to the applicable terms and conditions listed on the reverse side of this Agreement and the following terms and conditions:

- 1. PURCHASE PRICE:** Customer shall pay to TRS-RENTELCO the purchase price as set forth under Sales Amount for each item of Equipment (plus any taxes imposed thereon) upon receipt of the Equipment. Customer authorizes TRS-RENTELCO to insert on the reverse side hereof the applicable information pertaining to this transaction.
- 2. TITLE RESERVATION/SECURITY INTEREST:** Until Customer has discharged all of its obligations under this Agreement, (i) TRS-RENTELCO shall, at Customer's risk, retain title to and ownership of the Equipment and (ii) Customer grants TRS-RENTELCO, as security for Customer's obligations under this Agreement, as well as all other present and future indebtedness and obligations of Customer to TRS-RENTELCO of every kind and nature whatsoever, a continuing first-priority security interest (including purchase-money security interest) in the Equipment and in all proceeds thereof.
- 3. SOFTWARE:** In no event shall these sales terms and conditions apply to any software provided herewith. Software is available for use only under license by its owner and is not for sale.
- 4. DELIVERY:** All Equipment is provided F.O.B. the applicable TRS-RENTELCO inventory center. Shipment will be made as specified by Customer and at Customer's

expense. Equipment shall not be shipped via mail. Customer shall reimburse TRS-RENTELCO for any shipping and handling charges incurred by TRS-RENTELCO.

5. SIGNED ACKNOWLEDGEMENT: If required by TRS-RENTELCO, before TRS-RENTELCO will ship to Customer the Equipment, Customer must return to TRS-RENTELCO an acknowledgement, in the form requested by TRS-RENTELCO, signed by Customer, confirming the reservation of title by TRS-RENTELCO in the Equipment and the grant of security interest therein and in all proceeds thereof.

6. OTHER PROVISIONS: Sections B5 (concerning limitation and exclusion of warranties), B6, B7, B10, B12, B13, B14, B15, B16, B17, B18 and B19 above shall also apply to sales of Equipment hereunder.