

KAIRFREE TERMS AND CONDITIONS OF LEASE

These KAirFree Terms and Conditions of Lease (“Terms and Conditions”), together with the Master Lease Agreement (“MLA”) into which these Terms and Conditions are incorporated, collectively form the lease (“Lease”) of the personal property items described above in the MLA, including any components included therewith (each individually an “Item,” and collectively the “Equipment”) between the Lessor and the Lessee. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Equipment, and the parties mutually agree as follows:

1. **Delivery; Rent; Payments.** (a) Lessor will deliver the Equipment to Lessee’s facility. Lessee must move the Equipment to the location of Lessee’s choosing within that facility. Once Lessee places the Equipment at that location, Lessor will install the Equipment at that location. Rigging, offloading, and onloading of certain Equipment is addressed in Section 28 below.

(b) Lessee agrees to pay rent for the Equipment in amounts as calculated under this Lease. The first rent payment for the Equipment shall be the Delivery & Start-up Fee identified in the MLA and shall be paid upon execution of this Lease. Should Equipment need to be right-sized, Lessor will credit or charge to Lessee’s account any reduction or increase, respectively, in the Delivery & Start-up Fee for right-sized Equipment. Subsequent rent payments shall be invoiced and due on a monthly basis, beginning one month after the Commencement Date (as defined in Section 2) and continuing on the same day of each month thereafter during the term of this Lease. For KAirFree 5 through KAirFree 20 Equipment systems, each rent payment after the first shall be equal to the hourly Usage Rate for the Equipment identified in the MLA (as it may be adjusted under Section 2) multiplied by the number of operating hours on the Equipment during the month immediately preceding the date the applicable invoice is generated (with a minimum monthly billing of forty (40) operating hours; an “operating hour” means an hour when the Equipment motor is on, including idling during cool-down). For all other KAirFree Equipment systems, each rent payment after the first will be equal to the monthly rent identified in the MLA (as it may be adjusted under Section 2). Lessee shall permit Lessor entry to the facility where the Equipment is located from time to time to measure usage of the Equipment. All payments hereunder shall be due whether or not Lessee has received any notice that such payments are due. Rent payments (including the Delivery & Start-up Fee) are non-refundable.

(c) For each rent payment and other amount that becomes due under this Lease, Lessor will charge the invoiced amount to Lessee using the credit card, debit card or bank account number that Lessee has provided to Lessor (such card or account is referred to as Lessee’s “Payment Account”); Lessor will automatically initiate and process payment using Lessee’s Payment Account within five (5) to seven (7) days after each invoice date. ***Lessee hereby authorizes Lessor to charge Lessee’s Payment Account for each rent payment and other amount that becomes due under this Lease. Lessee agrees that Lessor, or its authorized agent or payment processor, may retain and store Lessee’s Payment Account information so that it may charge rent and other amounts that become due under this Lease to the Payment Account when they become due, and Lessee hereby consents to the storage of such information.*** Lessee agrees to keep the Payment Account open and available to accept all charges under this Lease, and to ensure the Payment Account has sufficient funds to pay all amounts charged under this Lease, until all rent payments and other amounts that become due under this Lease have been paid in full.

(d) This Lease is a net lease, and all rent payments and other amounts due hereunder shall be paid unconditionally by Lessee when due without setoff, regardless of any claim, counterclaim, recoupment, defense, or other right that Lessee may have against Lessor, whether under this Lease or otherwise. Interest at the Default Interest Rate shall be charged on all past due rent and any other overdue amounts under this Lease and paid by Lessee upon demand; the “Default Interest Rate” shall be the lesser of (a) the rate of one and one-half percent (1.5%) per month; or (b) the highest rate allowed by applicable law.

2. **Lease Term.** The initial term of this Lease is one year commencing on the “Commencement Date”, which is the earlier of (a) the date of start-up of the Equipment or (b) the date thirty (30) days after the

date of delivery of the Equipment to Lessee. Thereafter this Lease shall automatically renew for additional term(s) of one year each unless and until this Lease is cancelled or terminated as provided herein. Lessor shall have the right to adjust the rent payable during each one-year renewal term by providing Lessee with written notice of the adjusted Usage Rate or monthly rent amount due, as applicable, at least thirty (30) days prior to the start of the renewal term. Either party may terminate this Lease for convenience, without cause, by providing the other party thirty (30) days' advance written notice. In the event of such a termination, Lessee must continue to pay rent and comply with its other obligations through the date of termination. This Lease may also be cancelled and terminated by Lessor at any time if there is an Event of Default, as provided in Section 18 below. The initial term and any and all renewal term(s) are collectively referred to herein as the "term of this Lease".

3. **Insurance.** (a) Lessee shall, at its sole expense, obtain and maintain throughout the term of this Lease an insurance policy insuring the Equipment at all times against all risks of loss, theft, destruction, or damage from any cause for the full replacement value thereof and in an amount not less than the aggregate Insurance Value of Equipment of all Equipment identified in the MLA. The Lessor shall be named as the loss payee of such policy. Such policy of insurance shall provide for at least thirty (30) days' prior written notice to Lessor of cancellation, lapse, or material change in coverage or deductibles. The proceeds of such insurance with respect to the Equipment shall be payable solely to Lessor and shall be applied by Lessor toward the payment of Lessee's obligations hereunder, with any balance belonging to Lessor. Lessee shall be responsible to pay any deductible amounts.

(b) Lessee shall, at its sole expense, obtain and maintain public liability or commercial general liability insurance with respect to the Equipment and the use thereof throughout the term of this Lease, covering bodily injury (including death), property damage, and contractual liability under this Lease, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Such insurance policy shall name Lessor as an additional insured thereunder and shall be endorsed to grant Lessor a waiver of subrogation. The proceeds of any public liability or commercial general liability insurance shall be payable first to Lessor to the extent of its liability, if any, and the balance, if any, to Lessee.

(c) Lessee shall, at its sole expense, obtain and maintain workers' compensation insurance in accordance with the laws of the state(s) where the Equipment will be operated. Such insurance shall be endorsed to grant Lessor a waiver of subrogation.

Lessee shall supply Lessor with a Certificate of Insurance evidencing that all insurance requirements set forth in this Lease are being satisfied, prior to commencement of the initial term of this Lease and thereafter automatically upon the renewal or replacement of any of the required policies.

4. **Title; Depreciation and Tax Benefits.** (a) This is a lease only. Title to the Equipment shall remain with Lessor at all times and Lessee shall have no right, title, or interest therein except the right to use the Equipment during the term, and subject to the provisions, of this Lease. The Equipment is and shall remain personal property, irrespective of its use or manner of attachment to realty, and Lessee agrees not to permit any of the Equipment to become a fixture or to be permanently attached to any realty or to any other personal property. Lessor may file a financing statement with respect to this Lease so as to give public notice to any interested parties of Lessor's interests. Any such filing shall not be deemed evidence of any intent to create a security interest under the Uniform Commercial Code. This Lease is a true lease and an operating lease, and the parties intend for it to be construed as such.

(b) As the owner of the Equipment, Lessor shall be entitled to claim all items of deduction, including depreciation, on the Equipment that are consistent with ownership for tax purposes. Lessee shall not, whether by action or omission, cause this Lease not to be treated as a true lease (i.e., an operating lease) for federal, state, and local tax purposes. If by any action or omission Lessee causes this Lease not to be treated as a true lease for tax purposes, in whole or in part, Lessee shall defend, indemnify, and hold harmless Lessor from any and all losses (including loss of tax benefits), liabilities, damages, penalties, claims, demands, actions, costs, and expenses (including attorneys' fees and legal expenses) resulting therefrom.

5. **Loss or Damage.** Lessee shall bear the entire risk of loss, theft, or destruction of or damage to the Equipment from any cause whatsoever (hereinafter, a "Loss"), throughout the term of this Lease and until the Equipment has been removed by and returned to Lessor. Lessee shall promptly notify Lessor in writing of any Loss or any accident involving any Item of Equipment. No Loss shall impair any of the obligations of Lessee under this Lease, all of which shall continue in full force and effect, notwithstanding the Loss. Upon the occurrence of a Loss, Lessee, at Lessor's option and Lessee's expense, shall within fifteen (15) days either (a) place the affected Equipment in good repair, condition, and working order; (b) replace the affected Equipment with like equipment in good repair, condition and working order, good title to which replacement equipment shall be vested in Lessor; or (c) pay Lessor an amount equal to (i) the Insurance Value of Equipment for the affected Equipment as identified in the MLA, plus (ii) all rent and other amounts that are then past due hereunder, less (iii) the net amount of the recovery, if any, actually received by Lessor from Lessee's insurance for such Loss. This Section shall survive the termination or cancellation of this Lease.
6. **Lessee's Responsibilities.** Lessee shall not move the Equipment from the location where it is installed by Lessor without Lessor's prior written consent. Lessee agrees that it shall use the Equipment in accordance with this Lease, and in conformity with all applicable federal, state, and local laws, ordinances, rules, and regulations, and all applicable insurance policies. Lessee shall make certain that all those who operate the Equipment are competent, experienced, and properly trained and supervised in its use. Lessee shall use the Equipment only in its business, and only for the purposes for which the Equipment was designed. Lessee shall be responsible at its sole expense for all electrical disconnect, discharge piping, connections to the Equipment, and proper care of the Equipment during the term of this Lease.
7. **Maintenance, Repairs, Alterations, Attachments.** Lessee shall keep the Equipment in good repair, appearance, and condition, normal and reasonable wear and tear excepted, and in working order; it being understood that Lessor shall perform all routine maintenance and repairs on the Equipment at no cost to Lessee (except for repair of damages caused by the negligence, willful misconduct, or improper operation or abuse of the Equipment of or by Lessee or its employees, agents, or contractors, or by other Excluded Events (as defined below), in which case Lessor shall repair such damages and charge Lessee for all related costs, and Lessee shall pay such costs on demand). Lessor will provide up to two (2) weeks' notice prior to performing routine maintenance and repairs and shall perform same during Lessee's normal business hours. Lessee shall give Lessor free access to the Equipment to perform such maintenance and repairs. Lessee acknowledges that Equipment must be offline for a minimum of four (4) hours during maintenance and repairs, and that Service Warranty Reimbursement does not apply to routine maintenance and repairs. Lessee shall not make or add any alteration or attachment with respect to the Equipment without the prior written consent of Lessor. All additions, attachments, accessories, replacement parts, and repairs at any time made or attached to, placed upon, or incorporated in the Equipment shall become part of the Equipment and shall be the sole property of Lessor. As used herein, "Excluded Events" means acts of God; earth movement; fire; explosion; flood; storm or other severe weather event; accident, collapse, or collision; virus, bacteria, or any other infectious agent, disease, or contamination; terrorist activity or threats; the use or threatened use of any nuclear, biological, chemical, or radioactive agent, material, device or weapon; modifications to Equipment made by Lessee; the negligence, willful misconduct, or improper operation or abuse of Equipment of or by Lessee or its employees, agents, or contractors; failure or disruption of any utility service; blocked airways; environmental conditions; plant shutdown; or any other event beyond Lessor's reasonable control and not due to Lessor's negligence.
8. **Right-sizing Equipment.** Lessor is entitled to right-size all Equipment selections for performance.
9. **Cellular Data Requirement.** Cellular data coverage is a requirement of this Lease. If for any reason wireless or cellular data coverage is not available at Lessee's premises at time of startup, this Lease will be terminated and Lessee's Delivery & Start-up Fee will be refunded.
10. **Warranty by Lessor; Disclaimer.** THE SERVICE WARRANTY IN SECTION 11 SHALL APPLY SUBJECT TO ITS TERMS AND EXCLUSIONS. LESSOR MAKES NO OTHER WARRANTY UNDER

THIS LEASE, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT OR ANY OTHER MATTER WHATSOEVER, INCLUDING AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. SUBJECT TO THE SERVICE WARRANTY IN SECTION 11, LESSEE LEASES THE EQUIPMENT "AS IS."

11. **Service Warranty.** Subject to the exclusions set forth below, and except with respect to KAirFree 5 Equipment, Lessor warrants to Lessee that should the Equipment experience a component malfunction or failure, Lessor shall promptly initiate measures, at its expense, to repair such Equipment as quickly as reasonably possible ("Service Warranty"). Lessee agrees to give Lessor free access to perform repairs under this Service Warranty. In the event Lessor is unable to repair such Equipment within two standard production hours of the commencement of the service interruption, Lessor's sole obligation and Lessee's sole and exclusive remedy shall be a Service Warranty Reimbursement credit to Lessee's account with Lessor in an amount equal to the Service Warranty Reimbursement Rate listed on the MLA for each standard production hour after the second full production hour of service interruption. Lessee's maximum credit per occurrence shall not exceed a total Service Warranty Reimbursement for thirty-four (34) standard production hours. Service Warranty Reimbursement credits shall not be provided for any period not within Lessee's standard production hours. Service interruptions resulting from any Excluded Event, and delays in Lessor's repair efforts caused by Excluded Events, are specifically excluded from this Service Warranty.
12. **Labels; Inspection.** At Lessor's request, Lessee shall affix labels (provided by Lessor) stating that the Equipment is owned by Lessor; Lessor will not remove any such labels or any labels affixed by Lessor. Lessor shall maintain any equipment logs as may be instructed by Lessor. Lessor shall have the right to inspect and photograph the Equipment from time to time during Lessee's normal business hours, and Lessee shall provide Lessor free access to the Equipment for such purposes.
13. **Surrender.** Upon cancellation or termination of this Lease, or upon demand by Lessor made pursuant to the terms of this Lease, Lessee shall surrender all the Equipment to Lessor. Lessor, at its expense, shall arrange for removal and return of all Equipment to Lessor. If due to an Excluded Event, the Equipment is not in good repair, appearance, and condition (normal and reasonable wear and tear excepted), or is not in working order, when it is removed by Lessor, the Lessor may make such repairs or may cause such repairs to be made as are necessary to put the Equipment in working order and in a state of good repair, appearance, and condition (normal and reasonable wear and tear excepted). Lessor will make or have made said repairs within a reasonable time after taking possession of the Equipment and will give Lessee written notice of and invoices for said repairs. Upon receipt of such invoices, the Lessee will immediately reimburse the Lessor for the actual expense of those repairs.
14. **Taxes; No Liens.** Lessee shall reimburse Lessor (or pay directly if instructed by Lessor) and shall indemnify and hold harmless Lessor on an after-tax basis from all charges, fees, and taxes, together with any penalties or interest thereon or other additions thereto, which may now or hereafter be imposed or levied by any foreign, federal, state, or local taxing authority upon this Lease or upon the sale, purchase, ownership, leasing, subleasing, shipment, delivery, possession, or use of the Equipment or any Item, or upon any rent or other amount payable hereunder, or otherwise in connection with the transactions contemplated by this Lease, excluding, however, any taxes on or measured by Lessor's net income. Lessee shall at its expense keep the Equipment free and clear of all levies, liens, claims, security interests, and encumbrances, and discharge any such levies, liens, claims, security interests, or encumbrances that may be placed upon the Equipment.
15. **Lessor's Payment.** If Lessee fails to provide or maintain insurance, to pay taxes, charges, or fees, or to discharge any levies, liens, claims, security interests and encumbrances made, caused, or allowed by Lessee, in each case as required under this Lease, Lessor shall have the right, but shall not be obligated, to obtain and pay for such insurance, pay such taxes, charges, and fees, or effect such discharge; and all sums so paid or incurred by Lessor and any reasonable attorneys' fees and legal expenses incurred by Lessor in connection therewith, shall be additional rent under this Lease and be payable by Lessee to Lessor on demand. Interest at the Default Interest Rate shall be charged on all such additional rent and paid by Lessee upon demand.

16. **Quiet Enjoyment.** Lessor shall not disturb Lessee's quiet enjoyment of the Equipment so long as no Event of Default has occurred and is continuing.

17. **Events of Default.**

Each of the following shall constitute an "Event of Default" under this Lease:

- a. Lessee fails to pay any rent or other amount required herein to be paid by Lessee when due and payable, including without limitation if any attempt by Lessor to initiate payment when due from Lessee's Payment Account as described in Section 1(c) above is rejected, reversed, prevented, or otherwise not completed, or if Lessee's Payment Account is closed or has insufficient funds to pay a rent payment or other amount when due hereunder;
- b. Lessee fails to maintain any insurance it is required to maintain hereunder;
- c. Lessee ceases doing business as a going concern, is or becomes insolvent, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy or receivership as debtor, is subject to an involuntary petition in bankruptcy or receivership as debtor which is not dismissed within sixty (60) days of the institution thereof, is adjudicated bankrupt or insolvent, makes a bulk transfer of furniture, furnishings, fixtures, other equipment, or inventory, or files or has filed against it a petition seeking any reorganization, liquidation, arrangement, or composition, under any present or future statute, law, or regulation;
- d. Lessee makes, allows, or causes a levy, lien, claim, security interest, or encumbrance to be recorded or filed against the Equipment or any Item, and does not within fifteen (15) days secure a written release and discharge of such levy, lien, claim, security interest, or encumbrance at its expense; or
- e. Lessee breaches or fails to perform any other term, covenant, or condition of this Lease or any other document, agreement, or instrument executed pursuant hereto or in connection herewith and does not cure such breach or failure within ten (10) days after written notice from Lessor.

18. **Remedies.**

If an Event of Default occurs and is continuing, Lessor shall have the right, with or without notice to or demand upon Lessee, to pursue and enforce, successively or concurrently, any one or more of the following remedies to protect the interests and reasonably expected profits and bargains of Lessor:

- a. Lessor may remotely shut down the Equipment and render it inoperable, and if Lessee subsequently cures the Event of Default, Lessor may charge (and Lessee shall pay) up to \$500 to re-start the Equipment;
- b. Lessor may take possession of the Equipment or any Item or Items wherever located, and for this purpose enter upon any premises of Lessee and remove the Equipment, without incurring liability to Lessee thereby and without any suit, proceeding, or action, and without affecting any of the obligations of the Lessee under this Lease; Lessee agrees to (i) permit Lessor to enter the premises and remove the Equipment, and (ii) pay Lessor's charge for the cost of removal and return of the Equipment, not to exceed \$1,000, and reimburse Lessor under Section 13 (Surrender) for any repair expenses that are necessary;
- c. Lessor may cancel and terminate this Lease upon written notice to Lessee with respect to any Item or Items, or all or any part of the Equipment;

- d. Lessor may use, hold, sell, re-lease, or otherwise dispose of the Equipment or any one or more Items in a commercially reasonable manner without affecting any of the obligations of the Lessee under this Lease; and
- e. Lessor may pursue any other remedies available at law or in equity, including but not limited to through an action seeking damages, specific performance, and/or an injunction.

In addition, upon the occurrence of an Event of Default, Lessee shall, upon demand by Lessor, pay to Lessor as liquidated damages an amount equal to (i) any unpaid, past due rent and interest and other amounts due under this Lease; (ii) the Insurance Value of Equipment for all Items of Equipment as identified in this Lease (as reasonably reduced for normal depreciation by Lessor); (iii) if not previously paid by Lessee under this Section 18, any and all costs incurred by Lessor in repossessing, transporting, storing, repairing, preparing for disposition, and selling, re-leasing, or otherwise disposing of the Equipment; (iv) any attorneys' fees and legal expenses incurred by Lessor in connection with enforcing Lessor's rights under this Lease to the extent permitted by applicable law; and (v) any other liabilities of Lessee under this Lease. However, Lessor will offset against the total amount paid by Lessee pursuant to this paragraph the present value of the net proceeds realized by Lessor resulting from the disposition of the Equipment, if any, whether by sale or re-lease, using a commercially reasonable discount rate chosen by Lessor.

No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy in this Lease, at law, in equity, by statute or otherwise provided or permitted; but each shall be cumulative of every other right and remedy given under this Lease, now or hereafter existing at law, in equity, by statute, or otherwise, and may be enforced concurrently therewith or from time to time. Lessor shall attempt in good faith to mitigate its damages, but Lessor shall not be obligated to attempt to sell or re-lease Equipment if it would not be commercially reasonable to do so.

- 19. **Lessor's Expenses.** Lessee shall pay or reimburse Lessor upon demand (in addition to all other amounts specified herein) for all costs and expenses, including, without limitation, attorneys' fees and legal expenses, the fees of collection agencies, and other out-of-pocket expenses incurred by Lessor in enforcing any of the terms, conditions, or provisions of this Lease or in protecting Lessor's rights herein and in the Equipment. Interest at the Default Interest Rate shall be charged on all such amounts and paid by Lessee upon demand.
- 20. **Indemnification.** Lessee shall indemnify, defend, and hold harmless Lessor, its affiliates, and each of its and their respective directors, officers, employees, and agents, from and against any and all claims, losses, liabilities (including without limitation negligence, tort and strict liability), damages, demands, judgments, settlements, suits, and all legal proceedings and any and all costs and expenses incurred in connection therewith (including attorneys' fees and legal expenses) that in any way relate to, result from, or arise out of (a) this Lease or the transactions contemplated hereby; (b) any Item or the Equipment or its use, condition, operation, failure to operate, or repair; (c) the negligence or willful misconduct of Lessee; or (d) breach of this Lease by Lessee. This Section, and all other indemnification obligations of Lessee under this Lease, shall survive the termination or cancellation of this Lease.
- 21. **No Assignment by Lessee.** This Lease shall not be assigned, sublet, or transferred by Lessee, in whole or in part, whether voluntarily or by operation of law, without Lessor's prior written consent. Lessee shall not assign, sublease, or transfer any Equipment without Lessor's prior written consent. This Lease shall inure to the benefit of and be binding upon the parties hereto and their permitted successors and permitted assigns.
- 22. **Limitation of Lessor's Liability.** Lessor shall have no obligation or liability under this Lease except as expressly set forth herein. Lessor shall not be subject to any other obligations or liabilities, whether imposed by statute or arising out of breach of contract or warranty, negligence, strict liability or other tort, or under other theories of law or equity, with respect to this Lease or its performance or breach, or the lease of the Equipment or any Item thereof to Lessee. Without limiting the generality of the foregoing, Lessor specifically disclaims liability for property and personal injury damages; third party

claims; delay damages; penalties; special or punitive damages; damages for lost profits or lost revenues; down-time; lost production or lost output; cost of capital; cost of rental or substitute equipment; lost goodwill; or any other forms of economic losses. **LESSOR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR CONTINGENT DAMAGES WHATSOEVER, WHETHER FOR BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, REGARDLESS WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.**

Lessor's maximum liability arising out of or resulting from this Lease or its performance or breach, or the lease of the Equipment, shall not exceed in the aggregate the amount of rent payments actually paid by Lessee to Lessor hereunder.

23. **Entire Agreement; Independent Contractors; Days.** This Lease constitutes the entire agreement between Lessor and Lessee governing the lease of the Equipment and the other matters addressed herein, superseding all prior oral and written understandings and agreements regarding such subject matters. This Lease shall not be amended, altered, or changed except by a written amendment signed by the parties hereto. Lessee and Lessor are each independent contractors, and nothing contained in this Lease shall authorize Lessee or any other person or entity to operate any Item of Equipment so as to incur or impose any liability or obligation for, on, or on behalf of Lessor. References in these Terms and Conditions to "days" mean calendar days unless expressly stated otherwise.
24. **Irrevocable Payment Obligations; Survival.** This Lease is irrevocable until the aggregate rent payments provided for, and the other amounts due hereunder, have been paid by Lessee. Rent payments shall not abate on the basis that Lessee's right to possession of the Equipment has terminated. All of Lessee's payment obligations under this Lease, along with the Surrender, Remedies, and Limitation of Lessor's Liability sections, and all other provisions of this Lease that by their express terms or nature are intended to survive termination or cancellation of this Lease, shall so survive.
25. **Joint and Several Liability.** If more than one Lessee is named in this Lease, the liability of each of them under this Lease shall be joint and several.
26. **Severability.** If any provision of this Lease is held by a court of competent jurisdiction to be invalid under any applicable law or unenforceable, such provision shall be inapplicable and deemed omitted, but the remaining provisions of this Lease shall be and remain effective in accordance with their terms.
27. **No Waiver.** Any failure of either party to require strict performance by the other party of any provision of this Lease shall not be construed as a waiver.
28. **Rigging, Offloading, and Onloading.**

The following provisions shall apply with respect to any Items of Equipment that are compressed air rental enclosures or air utility stations ("Subject Equipment"):

- a. **Lessee Responsibility for Rigging, Offloading, and Onloading:** Lessee is solely responsible for the safe and proper rigging, offloading, and positioning of all Subject Equipment upon delivery to Lessee, and for the safe and proper rigging and onloading of all Subject Equipment upon return to Lessor. This includes ensuring that appropriate and qualified personnel, tools, equipment, and techniques are utilized for these tasks. Lessee must ensure the site is prepared and accessible for offloading, rigging, and onloading activities, including providing clear access to the designated area for delivery, setup, and return. Lessee shall verify that the location designated for Subject Equipment installation can accommodate the size, weight, and operational requirements of the Subject Equipment, including but not limited to ensuring stable ground conditions and sufficient clearance.

b. Qualified Personnel: Lessee must ensure that all rigging, offloading, and onloading activities are conducted by qualified and experienced personnel who are trained and certified in accordance with applicable safety regulations and industry standards. Lessee must adhere to all federal, state, and local laws, ordinances, rules, and regulations in connection with the rigging, offloading, onloading, and handling of the Subject Equipment.

c. Equipment and Tools: Lessee is responsible for providing and maintaining all necessary tools, equipment, and safety gear required for rigging, offloading, and onloading activities, including but not limited to cranes, forklifts, rigging gear, and personal protective equipment (PPE). Any personal injuries (including death) and any damages to the Subject Equipment, other equipment or tools, surrounding property, or third parties caused during the rigging, offloading, or onloading processes shall be the sole responsibility of Lessee.

d. Site Readiness and Safety: Prior to the arrival or removal of the Subject Equipment, Lessee must ensure the site is free of obstructions, hazards, and other conditions that could pose a risk during offloading, rigging, or onloading operations. Lessee is responsible for securing the site and maintaining a safe working environment for all personnel involved in or present during the rigging, offloading, and onloading processes.

e. Liability and Insurance: Lessee assumes all liability for any and all injuries (including death), damages, and losses arising from the rigging, offloading, and/or onloading of the Subject Equipment. In addition to its other insurance obligations under this Lease, Lessee must maintain adequate insurance coverage, including but not limited to commercial general liability insurance and workers' compensation insurance, to cover potential risks associated with these activities. Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all claims, demands, damages, expenses (including attorneys' fees and legal expenses), and losses arising from the Lessee's rigging, offloading, and onloading activities.

f. Inspection and Reporting: Upon delivery and prior to offloading, Lessee must inspect the Subject Equipment for any visible damage. Any damage discovered during this inspection must be reported to Lessor immediately. Failure to report damage prior to offloading may result in Lessee being held responsible for any subsequent repair costs.

g. Responsibility after Offloading: Once Subject Equipment is offloaded and positioned, Lessee is responsible for securing it against any potential hazards, including theft, vandalism, and environmental damage.

By accepting delivery of the Subject Equipment, Lessee acknowledges and agrees to the above terms and conditions regarding its responsibilities for rigging, offloading, and onloading activities. Failure to comply with these responsibilities may result in additional charges or liability to Lessee and/or termination of this Lease.

29. Equipment Data. Lessee acknowledges and agrees that the Equipment may be equipped with operations and telematics hardware and software ("Telematics") for the purpose of recording, compiling, synthesizing, reading, interpreting, and transmitting Equipment Data (as that term is defined in, and in accordance with, Lessor's [Privacy Policy](#) and Lessor's [Notice of Equipment Data Collection](#)) about the condition and operation of the Equipment. Equipment Data may be transmitted by the Telematics to and collected by Lessor, Lessor's parent company, the subsidiaries and other affiliates of Lessor or its parent company, and Lessor's distributors, dealers, and resellers (collectively, the "Lessor Recipients"). If Telematics is activated, Lessee agrees and consents that the Lessor Recipients, without further notice to Lessee, have the right to access, use, collect, store, transmit, disclose, and transfer Equipment Data in accordance with Lessor's [Privacy Policy](#) and Lessor's [Notice of Equipment Data Collection](#). If the Equipment Data includes Lessee's Personal Data (as that term is defined in Lessor's [Privacy Policy](#)), Lessee consents to the collection, use, and disclosure of such Personal Data in accordance with Lessor's [Privacy Policy](#). Lessee represents and warrants that before

it allows its employees, equipment operators or users, or other third parties to use Equipment with a Telematics system, Lessee has obtained or will obtain any necessary consents from those persons, including (a) consent to the transfer of Equipment Data to other jurisdictions; (b) any consent needed to comply with any and all applicable privacy laws and contractual agreements with such employees, operators, users, or third parties; and (c) consent to permit the Lessor Recipients to access and use the Equipment Data as contemplated in this Lease, Lessor's [Privacy Policy](#), and Lessor's [Notice of Equipment Data Collection](#). Lessee shall not use the Telematics to track any person's location unless Lessee has first obtained any necessary approvals from such person to permit Lessee or the Lessor Recipients to track such location. Lessee shall not remove, modify, or disable any of the Telematics without Lessor's prior written consent. Lessee hereby confirms that it has read, understands, and agrees to Lessor's [Privacy Policy](#) and Lessor's [Notice of Equipment Data Collection](#).

30. **Governing Law; Jurisdiction for Disputes.** This Lease shall be governed by the laws of the Commonwealth of Virginia (without giving effect to principles of conflicts of law thereof). Any action, suit, or legal proceeding of any nature by one party hereto against another party hereto arising out of this Lease shall be brought in the state or federal courts located in the state where the Equipment is delivered to Lessee; and the parties hereby submit to and accept the jurisdiction of such courts for purposes of any such action, suit, or proceeding; provided, however, that Lessor may bring proceedings against Lessee or its property or assets in the competent courts of any other jurisdiction or jurisdictions.

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