

## TERMS AND CONDITIONS OF RENTAL CONTRACT

For good and valuable consideration, you and Caprock Rental Services, LLC, d/b/a "Caprock Rentals," a Texas limited liability company, (also referred to herein as, "CAP," "Lessor," "we," "us" and "our") agree as follows:

1. As used herein, "P.1" refers to the first page or "face" of this Contract; "Contract" refers to P.1 together with these Terms and Conditions of Rental Contract; "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including any "Instructions" and/or safety devices provided per the terms of Section [or "§"] 6 below); "Site" means the delivery or use address set forth on P.1; "Customer," "Lessee," "you" and "your" mean the "Customer," "Renter" or "Lessee" identified on P.1.; and "TPO" means "Third Party Owner".

2. You agree to: (a) rent from CAP the Rented Item(s) for the period(s) specified on P.1 (the "Term"); (b) fully and timely pay us as and when due the rental rate(s) set forth on P.1 therefor (the "Rent"), together with all other charges accruing hereunder, without proration, reduction or setoff; and (c) remain liable for all loss of and/or damage to the Rented Item(s) for the entire Term and until all such Rented Item(s) is/are returned to and accepted by CAP in the proper return condition per § 11. Unless otherwise agreed in writing by CAP, all Rental rates are charged for normal use of the Rented Item(s) during each 28-Rental Day period in accordance with the terms of this Contract. Additional Rent will be charged as provided in § 11 for late returns. You will not be entitled to any cancellation right or reduction of Rent or other amounts coming due hereunder in order to account for time in transit, Act(s) of God, event(s) of force majeure or any other period(s) of unavailability or nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). Unless otherwise agreed by CAP in writing, you: (i) will pay us: (A) any deposit and the Estimated Rent specified on P.1 in advance (the "Prepayment"); and (B) all other amounts coming due hereunder upon demand; and (ii) agree that: (A) we may deduct any amount you owe us from any Prepayment; (B) no interest will accrue on any Prepayment; (C) no Prepayment will be deemed a limit of your liability under or in connection with this Contract; and (D) all Prepayments are NON-REFUNDABLE except as provided in § 5. Anything remaining with, in or on any Item(s) upon return will be deemed surrendered and abandoned.

3. Except with respect to Rented Items which we rent from one or more third parties (each, a "TPO") and then re-rent to you ("re-rented items"), CAP owns and will retain title to all Rented Items at all times. You will have exclusive control over the use of the Rented Item(s) during the Term, subject however, to your duty to fully and timely comply with this Contract at all times. You SHALL NOT: (a) permit the taking or existence of any lien, claim, security interest or encumbrance on any Rented Item(s); (b) have any title or ownership interest in or with respect to any Rented Item(s); or (c) loan, transfer, sublease, re-rent, surrender, store, sell, encumber, assign or dispose of any Item(s) or this Contract, without our prior written consent (in our sole



discretion). We may sell and/or assign all or any part of our interests in such Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of CAP or any TPO.

4. You shall ensure the Site is reasonably clean, flat, safe, secure, and otherwise fit for delivery and use of the Rented Item(s) and that each such Item is supplied with proper power (e.g., phase, voltage, wattage, amperage, and surge protection) at all times without modification by CAP. If we agree to provide any service(s) (including delivery and/or retrieval), you agree to: (a) pay our regular charge(s) therefor, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site. We will not be responsible for any delay(s) caused by other parties, including providers of other equipment or services ("Other Providers") for which you agree to indemnify, defend, and hold harmless CAP. If you are not present upon delivery or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition, quality, utility and quantities of the Item(s) and the Site).

5. In the event of a Malfunction as defined in § 6, you will immediately notify, and return the Malfunctioning Item to, CAP, and provided such Malfunction did not result from or in connection with any wrongful or negligent act or omission of, or any breach of any provision of this Contract by, you or anyone you permit to use or deal with such Item(s), we may, at our option: (a) repair such Item; (b) provide you with a comparable Item; or (c) solely with respect to the Malfunctioning Item, return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE. We will have no other obligation(s) with respect to Malfunctions, all of which you waive, together with all associated direct and indirect liabilities, losses, claims and damages.

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6. Upon the earlier of your receipt, or the delivery to the Site, of the Rented Item(s) unless you thereupon reject it/them, you represent, warrant, acknowledge and agree that: (a) each Item: (i) is complete and in good order, condition and repair; (ii) is appropriate for your purposes and in all ways acceptable to you; and (iii) was selected (not based on any recommendation by us), carefully examined, counted and tested by you or your agent(s); and (b) you: (i) have carefully reviewed and fully understand all laws, rules, regulations, training, instructions, user manuals, maintenance requirements, and other information, if any, including all EPA, OSHA, MSHA, ASME, IBC, IFC, IEEE, UL, ASSP, DOT, FMCSA, IFTA, ANSI and other standards, applicable to the Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including training and familiarization, cleaning, and Site assessment requirements); (iii) have been made aware of the need to use all applicable personal protective equipment and safety devices including DATA, POWER SURGE, AND ELECTRIC SHOCK PROTECTION; (iv) will use each Item only for its intended purpose, in a reasonable and safe manner; (v) will timely give all applicable notice(s) to, and obtain all applicable licenses, authorizations, permits and approvals from, all affected parties, including governmental authorities, utilities, cable companies, the owner(s) of the Site and all monitored



parties; (vi) will immediately cease using any Item that is damaged, breaks down, or proves defective (a "Malfunction"); and (vii) will ensure that all others comply with this Contract. You agree to notify: (A) the police and CAP IMMEDIATELY in the event of any theft or accident involving any Rented Item(s); and (B) CAP if any of the above requirements is/are breached or incorrect.

7. WARNINGS: THE RENTED ITEM(S) CAN BE DANGEROUS AND SHOULD BE USED WITH GREAT CARE, ONLY FOR ITS/THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, TRAINED, FAMILIARIZED, AND IF APPLICABLE, LICENSED, ADULTS. YOU AGREE TO PROVIDE ALL APPLICABLE FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS AND OPERATORS OF EACH ITEM, and ensure that each such Item is used and operated safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) unless otherwise specifically agreed by CAP on a case-by-case basis, at the Site; and (d) otherwise in full compliance with this Agreement, the Instructions and all applicable laws, rules and regulations, at all times.

8. NO WARRANTIES: CAP IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEMS, all of which are provided "AS-IS." CAP MAKES NO WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(IES) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR CONTAMINATION, GOOD AND WORKMANLIKE PERFORMANCE, AND ANY WARRANTY(IES) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE AND/OR USAGE OF TRADE) regarding any Item(s) or Service(s) referenced in this Contract, nor does CAP make any warranty(ies) against INTERFERENCE OR INFRINGEMENT, all of which you waive. No depictions, models, descriptions, specifications, recommendations, or advertisements constitute representations or warranties by CAP or any TPO.

9. You agree to maintain all insurance we may require, including: (a) liability insurance with minimum limits of \$1,000,000 per occurrence; (b) workers' compensation and employer's liability insurance; (c) property damage/inland marine insurance covering all Items for the full (new) replacement cost thereof; and (d) if applicable, (e.g. for vehicles and trailers) hired auto liability and physical damage insurance, whenever possible: (i) naming CAP as an additional insured and loss payee; (ii) waiving subrogation against CAP; (iii) being primary and non-contributory; and (iv) including such other provisions (including deductibles) as CAP may require. You irrevocably appoint CAP as your agent and attorney-in-fact for purposes of submitting, negotiating, and settling claims on all such policies.

10. INDEMNITY: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU HEREBY: (A) ASSUME ALL RISK OF PERSONAL AND BODILY INJURY, ILLNESS, PRODUCTS LIABILITY, LOSS, THEFT, DAMAGE AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND/OR SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, STORAGE, CLEANING, CONTAMINATION, DISINFECTION, SERVICING,



MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL THEREOF (COLLECTIVELY, "RISKS"); (B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, CAPROCK RENTAL SERVICES, LLC, D/B/A "CAPROCK RENTALS", each TPO, their respective parents, partners, suppliers, affiliates and subsidiaries, and their respective owners, shareholders, members, managers, officers, directors, agents, employees, insurers, representatives, subrogees, successors and assigns (each, an "Indemnitee"), for, from and against all such RISKS (including without

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as well as any breach of this Contract by you, your agents, employees, contractors and/or invitees; and except only as provided in § 5, (C) WAIVE all rights, remedies, claims, damages and defenses available under the Uniform Commercial Code, as well as all direct, indirect, incidental, consequential, general, special, exemplary and punitive damages, against each and every Indemnitee.

11. You agree to protect, properly service, maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to CAP on time at the end of the Term, complete (including all attachments), clean, free of contaminations, in good order, condition and repair, properly serviced and maintained, and if applicable, full of the proper fuel, fluids and lubricants. If you fail to do so, then in addition to the amounts set forth on P.1, you will pay us: (a) Rent at our highest incremental rate for each succeeding full rental period until all Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure. You shall not, nor shall you permit anyone else to: (i) TEXT, EMAIL OR OTHERWISE USE ANY HANDHELD COMMUNICATION DEVICE WHILE OPERATING ANY RENTED ITEM(S); (ii) use any Rented Item while under the influence of any intoxicant(s) (including without limitation, CANNABIS, CANNABINOIDS AND ALCOHOL, WHETHER OR NOT LEGAL); (iii) abuse, misuse, overuse, conceal, store with any third party, repair, modify or damage any Rented Item(s); (iv) violate any Instruction, insurance policy or warranty; (v) expose any Rented Item(s) to any flammable, explosive, harmful or hazardous substance(s) or circumstance(s); (vi) disable, misuse or circumvent any safety equipment or device(s) in, on or with any Rented Item(s); (vii) take possession of or exercise control over any Rented Item(s), without our prior consent (in our sole and absolute discretion); or (viii) place or store in any Rented Item(s) any contraband.

12. If and only if, we have offered, and you have paid for our OPTIONAL LIMITED DAMAGE WAIVER ("LDW") (set forth on P.1, if available) in advance of the Term, you will have no liability to us for 95% of the first \$10,000 of repair/replacement costs for physical damage to Item(s) covered by LDW ("Covered Item(s)"); provided however, that you will, remain fully liable for: (a) all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged during transportation and/or as a result of: (A) any breach of this Contract by you or your sublessees, transferees, borrowers, successors and/or assigns; (B) theft or other failure to timely return Covered Item(s) to us; (C) negligence, misuse and/or abuse of Rented Item(s) (including submerging, overturning, and damage by falling objects); (iii) GPS and telematics systems,



cords, data, batteries, and glass; (b) 5% of the first \$10,000 of repair/replacement costs for Covered Item(s); and (c) all repair and replacement costs exceeding \$10,000 in the aggregate across all Covered Item(s). You may decline LDW if you provide the property/physical damage/inland marine insurance referenced in § 9. Your insurance, if any, will continue to apply and will remain primary. You agree to assist us in recovering thereunder for all losses covered by LDW. LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.

13. LICENSE: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, you, for yourself, for each End-User and for each party (and all property of each) who/which may at any time come within the audio and/or video recording range/capacity of any one or more Rented Item(s), hereby irrevocably and unconditionally grant to the Indemnitees (and each of them) a perpetual, paid-up, worldwide, royalty-free right and license to create, modify, edit, use and distribute audio and video recordings of any and all such persons and/or property.

14. This Contract shall be governed by and enforceable under the laws of Texas. Disputes arising under and/or in connection with this Contract and/or its subject matter, shall, at the sole option of CAP, be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association at its office(s) located in or nearest to Marion, TX, before a single arbitrator selected by CAP. Judgment on the arbitrator's award shall be final and binding on the parties hereto and may be entered in any court of competent jurisdiction. Proper venue for all other civil legal actions commenced in connection herewith shall lie exclusively in the federal, state, and local courts located in or nearest Guadalupe County, TX (unless waived by CAP). You consent and submit thereto and waive all claims that such venue lies in an inconvenient forum. EACH PARTY VOLUNTARILY WAIVES ITS RIGHTS TO: (A) PARTICIPATE IN ANY JOINT, COLLECTIVE OR CLASS ACTION AGAINST THE OTHER PARTY HERETO; AND (B) TRIAL BY JURY.

15. This Contract, and any addenda(um) we provide, each of which is incorporated herein, represent(s) the entire agreement between you and CAP, superseding all other agreements and representations (including our website and advertising). The terms of this Contract are severable. If any provision hereof shall be deemed invalid or unenforceable by any court or arbitral body of competent jurisdiction, such provision will be deleted, and the

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remainder of this Contract will remain valid and enforceable. This Contract cannot otherwise be amended or extended except in a writing signed by CAP. Time is of the essence. These Terms and Conditions apply to the Item(s) identified on P.1 and to all other Items you obtain from us at any time (except only as we may otherwise agree in writing). This Contract: (a) constitutes an operating lease, and not a financing; (b) is fair and reasonable; and (c) shall bind and be enforceable by you, Caprock Rentals, the other Indemnitees, and such parties' respective insurers, successors and permitted assigns (there being no other third-party beneficiaries hereto). You agree to pay all sales, use and other taxes, as well as all tolls, fines, fees, duties, assessments, and other charges related to the Rented Item(s) and/or this Contract. In the event legal action is commenced in connection herewith, we will be entitled to recover our costs and expenses



associated therewith (including without limitation, our attorneys' fees, and expenses) from you if we prevail. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available in connection herewith will constitute an election of remedies or a waiver of any of our rights or remedies. To the maximum extent permitted under applicable law, you grant to CAP: (a) a lien on all real and personal property: (i) placed in or on; and/or (ii) improved with, any Rented Item(s); and (b) the right to claim on any bond provided in connection therewith. We may, without notice or liability to you, monitor and/or inspect (in person and/or electronically, including via GPS and/or telematics) any Rented Item(s) at any time. You consent thereto and agree that all information thereby obtained will be our property. If any performance required of us is delayed, impaired or made more costly as a result of any act or omission of/by you, any Other Provider(s) or any "Act of God," event of force majeure (including fire, flood, storm, earthquake, tsunami, slide, subsidence, collapse, riot, war, violence or threat thereof, theft, terrorism, cyber-attack, supplier delay, strike, shutdown, power surge or outage, epidemic, pandemic and governmental and regulatory actions) or other events, facts or circumstances beyond our reasonable control, we will be excused from such performance. All amounts due to CAP hereunder but not timely paid will bear interest at the lesser of: (a) 18% per annum; or (b) the highest rate permitted under applicable law until paid. You authorize us to charge all amounts coming due hereunder to any debit and/or credit card(s) you provide. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder. Digital, electronic, photocopied, and facsimiled signatures appearing on this Contract and/or any Addenda(um) we provide will be deemed originals.

16. STATUTORY DAMAGE WAIVER NOTICE: This contract offers an optional loss damage waiver for an additional charge to cover your responsibility for loss of or damage to the equipment. You do not have to purchase this coverage. Before deciding whether to purchase this loss damage waiver, you may consider whether your insurance policies afford you coverage for loss of or damage to the equipment rented and the amount of the deductible you would pay under your policies.

17. Your Rental shall be deemed a "net" rental. Accordingly, your obligations hereunder are unconditional and are not subject to reduction, setoff, abatement, or counterclaim for any reason. If you or any guarantor shall: (a) fail to fully and timely honor, pay, perform or comply with this Contract, any other agreement(s) ("Other Contract(s)") between you and any Indemnitee, and/or any of your obligations arising (t)hereunder or in connection (t)herewith; (b) provide any incorrect or misleading information to us; (c) become insolvent or bankrupt; or (d) die or cease conducting business; if CAP reasonably deems itself insecure; or if any Rented Item(s) shall be lost or, unless covered by LDW per § 12, damaged, you will be in DEFAULT hereunder and under such Other Contract(s), whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) cancel the Term and/or the subject Contract(s) (and/or your rights to use and possess the Rented Item(s)); (ii) seek relief from stay; (iii) recover, empty, lock, restrict, shut down, disassemble and/or disable such Item(s) without being guilty of breach, trespass or wrongful interference, or



liable for any injuries or property damage (for which you agree to indemnify, defend and hold harmless each Indemnitee); (iv) perform your obligations (t)hereunder on your behalf, without being obligated to do so; (v) purchase replacement Item(s); (vi) recover from you and/or any guarantor our associated direct and indirect damages, losses, costs and expenses (including without limitation, Rent for the entire scheduled Term, overtime, loss of use, interest, attorneys' fees, retrieval/repossession costs, and collection costs); and/or (vii) pursue any one or more other rights and/or remedies available (t)hereunder, at law and/or in equity, all of which are and shall remain cumulative and unimpaired.

18. WARNING: Wrongfully obtaining or withholding property and/or services of another which are available only for compensation may be deemed THEFT, resulting in CIVIL LIABILITY and/or CRIMINAL PROSECUTION. See Texas Penal Code § 31.04, et seq. and its/their successor(s) for details.

CAPROCK RENTALS CONFIDENTIAL

