

Contract

Unitek Information Technologies ("Unitek") hereby rents to Customer ("Renter") and Renter hereby hires from Unitek the items of personal property ("Equipment") described on the other side of this agreement, which are to be used in Renter's business.

1. OWNERSHIP & USE: Title of the Equipment shall remain with Unitek. Renter shall use the equipment solely at the location noted on the other side of this agreement under "Deliver To" and shall not remove, lease, sublease, rent, lend, sub-rent, transfer, assign, sell, alter, repair, disassemble, modify, encumber or assign a security interest in Equipment without Unitek' prior written consent. Renter shall use Equipment in a careful and proper manner in full accordance with manufacturer's instructions and specifications. Renter may not use Equipment for any illegal purpose or in an illegal manner. Renter will, at its expense, comply with all applicable laws and regulations pertaining to the use, operation and transportation of Equipment and will defend, indemnify and hold Unitek harmless for any loss, liability or expense resulting from actual or alleged violations of such laws or regulations.

2. RENT: Renter will pay Unitek as rent for said Equipment, the "Extended Total" (herein after referred to as the Periodic Rent) set forth on the other side of this agreement, in advance, upon each periodic (daily, weekly or monthly, as applicable) anniversary of the Delivery Date and thereafter until this agreement is terminated. All payments shall be made at Unitek' office in US Dollars.

3. RENTAL PERIOD: Renter shall rent Equipment for at least the period of time noted on the other side of this agreement under "Rentals Charges" (herein after referred to as the Minimum Term). The Minimum Term (Day, Week, Month, 3 Month, 6 Month or 12 Month) as noted above shall commence upon delivery of Equipment to Renter (referred to herein as the Start Date) and shall continue for at least the Minimum Term or until Equipment is returned by Renter, whichever is later. Unitek may, at any time, at its sole discretion terminate this rental agreement by giving Renter written notice of its intention to do so. In such case, Renter shall be entitled to credit for any rents that were unearned due to such termination.

4. RENEWAL: This rental agreement will be automatically renewed after the Minimum Term for successive like periods (daily, weekly or monthly) on a period to period basis (day to day, week to week or month to month, as applicable) unless otherwise terminated as provided herein.

5. PRORATION: If Equipment is rented for a partial period after the Minimum Term has elapsed, the rent due Unitek for less than a full period shall be calculated as follows: For monthly rentals, rent shall be calculated on a twenty (20) day basis. Therefore, after 20 days of a month have elapsed, the entire month shall be considered earned. Prior to that time, prorate rent shall be calculated by multiplying the Periodic Rent by the fraction resulting from dividing the number of days elapsed in the period prior to return by twenty (20). No proration of rents shall be made for portions of periods shorter than a month (week to week or day to day). Therefore, after any portion of a week or day has elapsed, the entire period shall be considered earned.

6. EARLY CANCELLATION FEE: If Renter returns equipment before the entire Minimum Term has elapsed, Renter shall pay Unitek a cancellation fee computed as the sum of:

- The difference between the rental rate specified on the other side of this agreement and the rental rate that would have been applicable to the actual term of rental, based on Unitek' prevailing rental rates at the inception of this rental agreement plus...
- An amount equal to fifteen percent (15%) of the rent left unpaid under this rental agreement due to the early termination plus...
- Any other charges due under this agreement including, but not limited to, interest, late payment charges, pick-up and/ or delivery charges, repair charges and / or the costs of replacement in the case of loss, theft or damage.

7. DELIVERY, ACCEPTANCE & RETURN: Renter hereby acknowledges receipt of the equipment listed on the other side of this agreement in good order and repair. Upon termination of this agreement. Renter shall return, at its own expense, all Equipment in substantially the same good order and repair to Unitek premises during Unitek' regular business hours. Renter may utilize Unitek' deliver and/or pick up service but will be charged the prevailing rate for such services. In either instance, Renter will remain fully responsible for Equipment unless and until receipt of Equipment is acknowledged in writing by Unitek. Renter understands and agrees that a freight bill or other form of proof of delivery from a common carrier shall not, alone, suffice for this purpose due to the potential for concealed shortage or freight damage.

8. LOSS ,THEFT & DAMAGE: Renter shall bear the risk of any loss, theft, damage, waste or destruction of the Equipment while it is on rent and shall insure Equipment against such risk of loss. Unitek reserves the right to request evidence of such insurance. If Equipment is not returned to Unitek, Renter shall pay Unitek the full "Contract Value" noted on the other side of this agreement in addition to any outstanding rents or other charges due Unitek under this agreement. Renter shall pay reasonable repair charges for Equipment returned in damaged condition or full Contract Value, whichever is less.

9. SERVICE: During the rental, Unitek shall provide repairs on Equipment which becomes defective through no fault of Renter. In the event of any Equipment failure, Renter shall contact Unitek immediately and request instructions before returning Equipment for servicing. Under no circumstances will Unitek provide reimbursement for repairs, parts, or supplies provided by others unless specifically authorized in writing.

10. DEFAULT: Upon default by Renter, Unitek may, terminate this agreement. If Renter fails to make timely payment, Unitek may treat such delinquency as a default and immediately retake possession of the Equipment without notice to Renter. Renter shall also be in default if it breaches any terms contained herein, or if any bankruptcy or similar proceedings shall be filed by or against Renter. Upon default, Unitek may go upon Renter's property and retake the Equipment, without notice or legal process. Renter waives all rights to a prior judicial hearing. For such purposes, the Renter hereby appoints the manager or owner of premises where equipment is located, if other than Renter, as Renter's agent with full power and authority to permit Unitek to enter said premises to peaceably retake possession of the Equipment, all without liability to Unitek or such manager or owner on account of such taking. In this regard, Renter expressly releases any claim or right of action for trespass or damages caused by reason of such entry and removal. If Renter does not return Equipment to Unitek immediately upon demand of it and Unitek is unable to retake possession of Equipment, Renter shall pay Unitek the full "Contract Value" noted on the other side of this rental agreement for the conversion of Unitek' rental assets (Equipment) to personal use. Such sum Shall be due immediately upon presentation of an invoice for same and shall be in addition to any outstanding rents or other charges due Unitek under this agreement. Notwithstanding return, repossession, conversion or termination, Renter shall remain liable to Unitek for:

- All past due amounts owing Unitek plus...
- Rent up to the date of return, repossession or conversion plus...
- Payment of full Contract Value for any equipment remaining unreturned, missing or damaged plus...
- All other applicable charges including, but not limited to, Late Payment Charges, interest, pick- up and/or delivery charges, repair charges and/or the cost of replacement in the case of loss, theft or damage plus...
- All reasonable costs, fees and expenses incurred by Unitek in enforcing its rights hereunder, including, but not limited to, reasonable attorney's fees and court costs.

11. LIMITATION OF LIABILITY: In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Unitek or its suppliers be liable for any indirect, special, consequential, incidental, or exemplary damages including any damages arising from loss or interruption of business even if Unitek shall have knowledge of such potential loss or damage. Renter understands that Unitek makes no warranty, express or implied, as to the suitability of equipment for Renter's specific application or purpose. Renter agrees that, regardless of the form of any claim, Unitek' entire liability and Renter's exclusive remedy shall be limited to refund of Renter's security deposit and rents after return of Equipment to Unitek. The provisions of this agreement allocate risks between Unitek and the Renter, the Periodic Rent and other fees charged under this agreement, reflect this allocation of risk and the limitation of liability specified herein.

12. CREDIT: Renter certifies that all credit information provided to Unitek is true, correct and complete. Renter acknowledges authorizing Unitek to provide and obtain information on credit experience both to and from other creditors and credit agencies or bureaus.

13. AUTHORITY TO SIGN: When the Renter under this agreement is an incorporeal entity, such as a corporation (as indicated on the other side of this agreement under "Bill To") the individual signing this rental agreement represents that they have full authority to bind that entity in this instance. When Renter's liability is joint and several (when applicable, indicated on the other side of this agreement under "Bill To"), the person signing this agreement affirms and agrees that their signature alone shall serve to bind both parties.