



## RENTAL TERMS AND CONDITIONS

Following are the Terms and Conditions by which CP Communications, LLC, a Delaware limited liability company (“CP”) provides the rental of equipment and services to companies or individuals (“the Client”). CP and Client are sometimes each referred to herein as a “Party” and collectively as the “Parties”, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

### 1. RENTAL OF EQUIPMENT AND SERVICES

1.01 CP will provide to Client (i) rental equipment described in accepted Quotes (“Equipment”), and/or (ii) technical services relating to the use and operation of the Equipment (“Services”), for use in connection with Client’s production(s) (each, a “Production”).

1.02 CP will offer to lease Equipment to Client by means of a written quote for equipment (individually, a “Quote”) submitted by CP to Client via electronic mail. CP will offer to provide Services to Client by means of a written statement of work for services (individually, a “SOW”) submitted by CP to Client via electronic mail. If Client desires to accept a Quote or SOW, then Client shall sign and return to CP the corresponding Quote or SOW, at which time, such Quote or SOW shall constitute a separate and independent lease and contractual obligation of Client. CP acknowledges and agrees that Client, at its option, may accept or reject any Quote or SOW and that Client has no obligation whatsoever to execute any Quote or SOW. Any Equipment or Services provided under this Agreement by CP under a Quote or an SOW will be governed by this Agreement.

1.03 The Equipment shall be deemed to have been delivered to Client upon the earlier of (i) when Client, its agent or shipper picks up the Equipment from CP at CP’s facility, or (ii) when delivered to Client at the delivery address identified on the SOW or Quote (the “Production Location”) by CP or CP’s contractor or shipper. Unless otherwise agreed in writing, Client is responsible for all costs of shipping and transportation charges associated with the delivery of the Equipment.

1.04 If CP delivers the Equipment it will use its best efforts to complete delivery to the Production Location by the delivery date set forth in the SOW or Quote (the “Delivery Date”). If CP fails to deliver the Equipment by the Delivery Date, neither this Agreement nor the applicable Quote will be voidable, nor will CP be liable to Client for any resulting loss or damage. If CP fails to deliver the Equipment to the Production Location within 24 hours after the Delivery Date, then Client may terminate the applicable Quote by delivering written notice to CP at any time before CP delivers the Equipment to the Production Location.



CP Communications

1.05 Client must inspect the Equipment immediately upon taking delivery and promptly file with the delivering carrier claims for loss or damage during transportation. Client also must immediately deliver written notice of such claims to CP and must notify CP of any other claims concerning the condition of the Equipment within 24 hours of delivery of the Equipment. Client's failure to notify CP of any claims within such 24-hour period constitutes Client's unconditional acceptance of delivery of the Equipment.

1.06 After Delivery, the cost of all necessary repairs to the Equipment shall be paid by Client (unless repairs are due to a latent fault not discoverable by Client) including any repairs or damage to the Equipment that are caused by Client or Client's employees or agents and any damages caused by third parties, including shippers and common carriers, during any transport (unless CP employees are performing the transport) or storage of the Equipment. The "Rental Period" is the time between Delivery and Return (as defined below) of the Equipment to CP. Client must provide CP with an opportunity to inspect the Equipment with respect to which Client makes a claim. CP will not credit Client for any Equipment or parts returned to CP or any costs incurred by Client in repairing Equipment, unless CP previously agrees, in writing, to provide the credit or incur such costs.

1.07 In all cases and for all rentals, Client shall be solely responsible to protect and preserve the Equipment from damage or loss and to provide a safe environment for its use, transportation and storage in accordance with CP's instructions and those of the Equipment's manufacturer. Client shall not make any alterations, changes, modifications or improvements to the Equipment without the prior written consent of CP nor deface, remove or permanently cover any nameplate, bar code, stamp or insignia on the Equipment showing CP's name and identification.

1.08 Client represents and warrants that (a) it, its agents and the operators of the Equipment understand the operating procedures for each piece of Equipment rented from CP, (b) all operators shall be competent to use the Equipment, (c) Client, its agents and operators of the Equipment shall comply with all applicable laws, rules, regulations and orders enacted by or promulgated by federal, state, municipal or other governmental authority in connection with their use of the Equipment, (d) that prior to using the Equipment, it and its agents and operators (i) shall be licensed in accordance with all applicable laws; and (ii) shall procure or cause to be procured all necessary permits, consents and licenses.

1.09 From the Delivery of the Equipment until its Return (as defined below), including during any time of transit or shipment of the Equipment not performed by CP, Client shall bear all risk of loss and damage to the Equipment. **THE CLIENT SHALL HAVE FULL RESPONSIBILITY AND LIABILITY TO CP FOR THE FULL REPLACEMENT COST TO REPAIR OR REPLACE ANY EQUIPMENT WHICH (DURING THE PERIOD BETWEEN DELIVERY TO THE CLIENT AND RETURN TO CP) HAS BEEN LOST, STOLEN, OR DAMAGED FROM ANY CAUSE WHATSOEVER (OTHER THAN ORDINARY WEAR AND TEAR). THE CLIENT SHALL ALSO BE LIABLE TO CP FOR ANY CONTINUED RENT AND**



CP Communications

**CHARGES (AS DEFINED IN SECTION 3.01 BELOW) FOR A MAXIMUM OF ONE MONTH. THE LIABILITY OF CLIENT HEREUNDER IS PRIMARY AND SHALL ONLY BE REDUCED IN THE EVENT AND TO THE EXTENT CP ACTUALLY RECEIVES ANY APPLICABLE INSURANCE PROCEEDS.**

1.10 At the conclusion of a Production, the Equipment shall be returned to CP, at Client's expense at a place designated by CP (the "Return"). The returned Equipment shall be in good working order, subject only to ordinary wear and tear. Notwithstanding the Return of the Equipment, Client shall remain liable for any damage to the Equipment discovered by CP after inspection of the returned Equipment and the Return of the Equipment to CP shall not constitute a waiver of any such claims. When the Equipment has not been returned to CP by the date specified in the relevant SOW or Quote, Rent shall continue to accrue on the Equipment on a day-to-day basis at the rate contained on the applicable SOW or Quote, until such time as the Equipment has been returned to CP. Holdover of Equipment is only permitted with CP's advance written permission, to be granted in CP's sole discretion.

1.11 These Terms and Conditions provides for a lease of the Equipment to Client only and is not a sale of the Equipment to Client. Title to the Equipment shall remain at all times with CP. The grant by Client of a sublease of the Equipment shall not affect Client's obligation to have the required insurance for the benefit of CP as provided herein, nor shall such sublease diminish any of Client's obligations with respect to the Terms and Conditions. Any sublease of Equipment by Client must be approved by CP in writing in advance.

1.12 CP shall have the right to inspect the Equipment at any time during the Term with reasonable advance notice to Client. Client shall make any and all arrangements to permit a representative of CP with the necessary access to the location of the Equipment. If a breach of any of the provisions of this Agreement or a Quote/SOW occurs, and after Client has been given a reasonable opportunity to cure such breach, CP has the right to remove all of the Equipment without liability to Client, and without prejudice to CP's right to receive Rent and Charges due or accrued, up to and including the date of removal of the Equipment.

## **2. SERVICES**

2.01 From time to time, in addition to Equipment rental for a Production, Client may also retain CP to provide services to assist with the set-up and operation of Equipment, which services (the "Services") shall be described in the relevant SOW or Quote.

2.02 The personnel to be supplied by CP to render the Services shall act in the capacity of "Technical Engineers". It is acknowledged and agreed by Client, that in performing those Services, CP's personnel will be acting under the direct supervision and control of Client and Client's managers and not CP. Client shall be solely responsible for providing such supervision and control as will protect the personnel, the Equipment and third parties from injury or loss. In view of such supervision and control by Client, CP and CP's personnel shall have liability only for



CP Communications

the willful misconduct or gross negligence of its personnel and then only to the maximum amount set forth in Section 6.08 of this Agreement.

### **3. RENT, OTHER CHARGES AND ADDITIONAL/DIFFERENT EQUIPMENT**

3.01 The Rent and other charges for the rental of the Equipment and for the Services (if any) (together, the “Rent and Charges”) for Client to pay to CP shall be set forth in each SOW and/or Quote. Client acknowledges that time is of the essence in making these payments. CP may charge interest on any unpaid Rent and Charges hereunder, as well as any unpaid claims by CP against Client at a rate of 1.5 percent per month until paid; provided, however, that if such interest rate exceeds the maximum amount allowed under the laws of the state of CP’s applicable rental office then that maximum amount shall instead apply. Client is responsible for any and all taxes, duties, broker fees, bond and all other costs resulting from Client’s use of the Equipment and/or Services.

3.02 If, during the term of a SOW or Quote, Client desires to obtain additional or different Equipment or Services from those described on such SOW, then it shall request CP of the same. In the event that CP provides such additional or different Equipment and/or Services, CP shall issue a new Quote to Client with details of the new Equipment and/or Services.

3.03 If a security deposit is required by CP, the Client shall deposit the amount specified with CP. CP may commingle such deposit with its other funds. The Client hereby grants to CP a security interest in such deposit to secure all of the Client’s obligations under this Agreement. Within fifteen (15) days after written notice to the Client that all or any part of a security deposit has been used to satisfy any such obligation, the Client shall deposit with CP an amount sufficient to restore the security deposit to the required amount. When the Client has satisfied all obligations under these Terms and Conditions, CP will return any remaining balance of the deposit to the Client without interest.

### **4. TERM AND TERMINATION**

4.01 The “Term” herein, shall commence upon the date (“the Effective Date”)specified on the Quote or SOW ( or upon Delivery of the Equipment if that occurs first) and shall end on the earlier of the first anniversary of the Effective Date or the Return of the Equipment (“the initial Term”). After the Initial Term, this Agreement may automatically renew for renewal terms of a period no less than one year as agreed by the Parties (each a “Renewal Term” and together with the Initial Term, the “Term”) on each anniversary of the Effective Date (each a “Renewal Date”).

4.02 If Client shall default on or breach any of the terms, covenants, obligations, conditions, representations, or warranties in these Terms and Conditions, or if Client is the subject of a bankruptcy or similar proceeding, CP shall have the right to immediately exercise any one or more of the following remedies: (a) cease providing the Services and immediately recover



## CP Communications

the Equipment (by entering upon Client's premises, if necessary) without liability for trespassing and removing the Equipment under all applicable laws (b) sue for and recover all Rent and Charges and other payments, then accrued or thereafter accruing; (c) terminate this Agreement; (d) retain any Rent and Charges or other amounts thereto paid by Client to CP; and (e) pursue any other remedy available under law or equity. All such remedies are cumulative and may be exercised concurrently or separately, and CP shall be entitled to recover expenses and costs including reasonable attorney's fees and costs of locating, repossessing, repairing, reconditioning and storing the Equipment.

4.03 Client may terminate any rental at any time and for any cause subject to the "Cancellation Charges" as defined in these Terms and Conditions.

4.04 Any termination of a rental shall not terminate any of Client's obligations to CP under these Terms and Conditions for services already performed, including any ongoing obligations of payment and Return of Equipment. If in the event of termination of a rental pursuant to Section 4.03, or any other termination of an SOW or Quote by a Client without cause, the provision of Equipment and/or Services pursuant to an SOW or Quote is cancelled or delayed, notwithstanding the reason being a Force Majeure event (as defined herein), then Client shall pay CP according to the following terms.

4.05 In the case of Client termination or notice of cancellation the following Cancellation Charges will be applied. If the termination or notice of termination occurs on or after the fourteenth (14<sup>th</sup>) calendar day and before the seventh (7<sup>th</sup>) calendar day prior to contracted Delivery, Client will be responsible for all direct costs incurred in provisioning the Rental plus the full amount of labor costs as specified in the SOW or Quote. If the termination or notice of cancellation occurs less than seven (7) calendar days before scheduled Delivery, then 37.5% of the Rent and Charges for equipment due under the SOW or Quote will be payable to CP by Client in addition to the full amount of any direct costs incurred and labor charges specified in the SOW or Quote. Where Client terminates under this Section 4.04 and requests rescheduling, CP cannot guarantee availability of Equipment or Services for rescheduled date.

4.06 CP will use its commercially reasonable best endeavors to extend the term of provision of Equipment and Services, if requested by Client, who must give CP at least 3 days-notice of any requested extensions.

4.07 If any proceeding under any piece of insolvency legislation, is commenced by or against the Client, or if the Client is adjudged insolvent, or makes any assignment for the benefit of its creditors or if a writ of attachment or execution is levied on any item or items of the Equipment and is not released or satisfied within ten days thereafter, or if a receiver is appointed in any proceeding or action to which the Client is a Party with authority to take possession or control of any item or any item or items of the Equipment, CP shall have the option, without



CP Communications

notice to Client, to immediately terminate the rental, cease rendering the Services, and repossess the Equipment which shall not be treated as assets of Client.

## **5. REPAIRS AND WARRANTIES.**

**5.01 IN THE EVENT OF A MALFUNCTION, CLIENT MUST NOTIFY CP IMMEDIATELY UPON DISCOVERY. CLIENT SHALL NOT ATTEMPT TO SERVICE OR REPAIR ANY OF THE EQUIPMENT.**

5.02 In the event of any Equipment not performing according to manufacturer specifications, CP shall, at its sole option, either replace or repair the Equipment. All returns to CP's facility must be authorized in advance of shipment, in writing, and shipped prepaid. CP assumes no risk of loss, or liability for damage during shipment prior to acceptance of delivery at its facility. Outgoing freight charges for repaired Equipment will not be paid by CP if the incoming inspection fails to disclose a defect not caused during the Rental Period.

**5.03 CP MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THE FITNESS, QUALITY, DESIGN, CONDITION, REPAIR, MERCHANTABILITY, FUNCTIONING, PERFORMANCE OR MALFUNCTIONING OF THE EQUIPMENT, OR ITS MATERIAL OR WORKMANSHIP.**

## **6. INSURANCE AND INDEMNITY OBLIGATIONS**

6.01 At all times from the Delivery of any Equipment to Client until its Return to CP, Client shall maintain insurance covering the Equipment from damage or loss from any cause whatsoever. Such Equipment insurance shall be in an amount sufficient to cover the full new replacement costs of the Equipment and CP's rental charges, direct costs and labor charges until the Equipment is repaired or replaced. CP shall be named loss payee on such policy or policies.

6.02 Client shall maintain workers compensation/employer liability insurance during the course of any Equipment and/or Services provision hereunder with a minimum of \$1,000,000 coverage.

6.03 Client shall secure and maintain, at its own expense, automobile and vehicle liability insurance, including coverage for the loading and unloading of the Equipment from Client's owned or leased vehicles and shall include "comprehensive" and "collision" coverage. CP shall be named as an additional insured and as loss payee on such policies. Such insurance shall not be less than \$1,000,000 in combined single limits less a \$1,000 deductible for the physical damage on comprehensive and collision coverage.

6.04 Client shall, at its expense and at all times during the Term, maintain commercial general liability insurance which would provide worldwide coverage for each Production under



## CP Communications

any SOW or Quote then in effect including but not limited to the following coverages: broad form contractual liability, personal injury, property damage, completed operations and products liability. Such insurance shall have general aggregate limits of not less than \$2,000,000 (including the coverages specified above) personal injury and advertising injury of not less than \$2,000,000 and per occurrence limits of not less than \$1,000,000. Client's insurance shall specifically name CP as an additional insured and shall provide that said insurance is primary coverage with respect to all insured risks. An umbrella or excess liability policy may be used in conjunction with primary coverage limits to meet the minimum required limits.

6.05 Client shall provide CP with 30 day written notice prior to the effective cancellation of any Client insurance hereunder or any material modifications to any Client insurance hereunder.

6.06 Prior to the Delivery of the Equipment or Services under a Quote or SOW, Client shall provide CP with proof of the existence of the above insurance coverages together with confirmation of designation of CP as an "additional insured" and "loss payee". All such insurance shall be issued by an insurance carrier authorized to do business in the state(s) where the Production(s) are located with an A. M. Best rating of A- or higher. The failure of CP to demand such notice or proof of insurance shall not, however, excuse Client from maintaining it. All insurance maintained by Client pursuant to the foregoing provisions shall contain a waiver of subrogation against CP. Should Client fail to secure or maintain such insurance, CP may, but shall not be obligated to, secure such insurance and Client shall reimburse CP on demand for such costs. Lapse or cancellation of any of the required insurance coverages during the Term shall constitute a material breach of these Terms and Conditions by Client.

6.07 Client assumes all responsibility and liability for injury or damages resulting from its handling, possession or use of Equipment or Services supplied hereunder, including, but not limited to any injury or damage resulting from the Client's duty to comply with all applicable laws and regulations as well as the use of Equipment in Client's operations or in combination with other equipment. Client agrees to hold harmless, defend and indemnify CP from and against all claims, losses, liabilities and expenses (including attorney's fees and other litigation or settlement costs) arising out of such duty to comply with applicable laws and regulations, and handling, possession, use or sale of the Equipment. The foregoing duty of Client to hold harmless, defend and indemnify CP shall not apply to the extent such claim, loss, liability or expense results from the willful misconduct or gross negligence of CP.

**6.08 CP SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, DAMAGE TO, OR LOSS OF TANGIBLE PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, OR COST OF PURCHASE OR REPLACEMENT OF EQUIPMENT, WHETHER OR NOT CP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF CP FOR DIRECT DAMAGES, OR IN THE EVENT OF A FAILURE OF WARRANTY, OR INVALIDITY OF ANY OF THE FOREGOING**





CP Communications

**LIMITATIONS, FROM THE LEASE, RENTAL, DELIVERY, RESALE, INSTALLATION, OPERATION FAILURE, MALFUNCTION, OR UNSUITABILITY FOR USE OF ANY EQUIPMENT OR SERVICES FURNISHED UNDER THESE TERMS AND CONDITIONS OR ANY SOW, WHETHER ARISING OUT OF CONTRACT, ANY NEGLIGENCE, STRICT LIABILITY, WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE RELEVANT SOW AND/OR QUOTE.**

6.09 In the event of an accident or damage involving theft, bodily injury or property damage Client agrees to notify CP of the facts and circumstances involving any loss, accident and/or damage within a period of no later than 24 hours of the event giving rise to such damage (the "Notice Period"). In addition, within the Notice Period, Client shall (i) report such accident or theft to the appropriate police services and provide the assigned case reference number, where applicable; (ii) use reasonable business efforts to obtain the name and address of all parties involved in any accident or loss and any witnesses thereto; and (iii) not acknowledge responsibility or liability to any third-party or release any party from any potential liability, nor settle any claim or potential claim without the consent of CP. Any action in contravention of this 6.09 shall be void and Client shall defend and hold CP harmless from any liability and or damages as a result of any such action.

## **7. CONFIDENTIALITY**

7.01 During or in connection with Client's performance under these Terms and Conditions, CP may from time to time intentionally or inadvertently disclose Confidential Information to Client. For purposes of these Terms and Conditions, "Confidential Information" includes, but is not limited to, all sensitive and otherwise confidential information and materials, ideas, proposals, secrets, or any proprietary information belonging to, used by, or in the possession of either Party, relating to that Party's business and/or business opportunities, products, processes, services, technology, inventions, (regardless of whether patentable and whether developed by either party pursuant to any rental and whenever developed), systems, patents, copyrights, ideas, intellectual property rights, contracts, financial and business information, developments, drawings, designs, process and procedures, project schedules, business strategies, pricing, current and prospective clients and customers or suppliers, client and customer information, product specifications, marketing plans, and trade secrets (within the meaning of the Uniform Trade Secrets Act) of every kind and character.

7.02 Client expressly acknowledges and agrees that Client has no property right or interest whatsoever in the Confidential Information, or any improvements thereon, and is provided access to the Confidential Information solely for the benefit of CP. Client shall use the Confidential Information only in connection with Client's provision of Services and Deliverables to CP. Client shall have no authority to, and shall not, use the Confidential Information for any other purpose or in any other manner, unless otherwise expressly agreed in writing by CP in





## CP Communications

advance thereof; which CP may withhold in CP's sole and absolute discretion. Client agrees to secure and safeguard the Confidential Information and shall protect the Confidential Information against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as Client uses or any other prudent person would use to protect its own confidential or proprietary information. Client shall only permit access to the Confidential Information to those employees, agents or subcontractors of Client who need such access to perform their job duties relating to the provision of Services.

7.03 Client shall hold the Confidential Information in strict and absolute confidence and shall not trade, give away, barter, lend, send, sell or otherwise disclose (collectively "Transfer") any Confidential Information to any third party and shall not make additional copies of the Confidential Information in any medium whatsoever except as absolutely required for the provision of Services or Deliverables including, but not limited to, the provisions pertaining to the protection of Confidential Information. Client shall be responsible for any damages incurred by CP that result from any acts or omissions of Client in the handling and protection of Confidential Information, or a breach of these Terms and Conditions by Client or its Affiliates, employees, agents or subcontractors.

7.04 Upon completion of the provision of Services, upon any termination of this Agreement, or upon CP's request, Client shall promptly return to CP all copies of the Confidential Information in Client's possession or in the possession of Client's Affiliates, employees, agents or subcontractors including, without limitation, all notes, memoranda, specifications, designs, writings, software, devices, documents and all other media which reflect or contain Confidential Information, as well as all analyses, compilations, studies or other tangible or intangible, written, electronic or other documents or files prepared by or for Client for Client's use which reflect or contain any Confidential Information. Client shall not retain any such materials.

7.05 If during the term of any rental Term or any applicable renewal, survival or other relevant period of time for which Client is obligated to CP, Client: (1) becomes insolvent either through the Client's failure to pay debts as they become due or Client's liabilities exceed Client's assets, (2) is adjudicated insolvent or bankrupt, (3) takes advantage of or is subjected to any insolvency or bankruptcy proceeding, (4) makes an assignment for the benefit of creditors, (5) is subject to any receivership, conservatorship or liquidation, (6) activities or powers restricted by virtue of the exercise of supervisory powers vested in any governing person or body; or (7) CP reasonably deems itself to be unsecured then, in such event CP may, in CP's sole discretion, terminate any rental and/or any agreement concerning the provision of Services or Deliverables. In no instance shall any Confidential Information constitute an asset or property of Client in any such proceeding which may be assigned or which may accrue to any estate, person, trustee, receiver, creditor, court or to any creditor appointed committee or receiver.

7.06 In the event that Client shall receive a request to disclose any or all of the Confidential Information pursuant to a subpoena, order of court of competent jurisdiction or by



## CP Communications

judicial or administrative agency or legislative body or committee, Client agrees to: (1) immediately notify CP of the existence, terms and circumstances surrounding such request; (2) consult with CP on the advisability of taking legally available steps to resist or narrow such request at CP's sole cost; and (3) if disclosure of such Confidential Information is required or deemed advisable, exercise Client's reasonable best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information to be disclosed. Client shall be entitled to reimbursement upon demand for Client's expenses, including reasonable fees and expenses of its counsel, in connection with action taken pursuant to this Subsection.

7.07 Client shall not, either during the Term or for a period of twenty-four (24) months after the expiration or earlier termination of the Term: (a) solicit for employment or hire any person employed on a full time basis by CP at any time during the Term unless CP otherwise gives CP's prior written consent to such solicitation or employment; or (b) influence any full time employee of CP to terminate his or her employment with CP; or (c) solicit any person who is or was a client or customer of CP at any time during the Term for the sale of products or services that are similar or competitive to those offered by CP; or (d) influence any client or customer of CP to transfer such customer's patronage to any third party; or (e) accept any offer by any client or customer of CP to transfer such customer's patronage from CP to Client.

## **8. MISCELLANEOUS PROVISIONS**

8.01 Neither Party shall be deemed in default of these Terms and Conditions to the extent that either Party's performance is delayed or prevented by reason of fire, interruption and/or delay of transportation services, labor troubles or strikes, wars, acts of God, riots terrorism, natural disasters, acts over government, pandemic, or other occurrences beyond the reasonable control of such Party (in each case, a "Force Majeure Event"), provided that the breaching Party gives the other Party timely notice within one day upon discovery that such Force Majeure Event will reasonably cause delay or prevent that Party's performance of its obligations arising under these Terms and Conditions, and the breaching Party has used its best efforts to promptly cure its default despite the Force Majeure Event.

8.02 Client shall not export any of the Equipment without first obtaining CP written approval and then determining the export classification of the Equipment and strictly complying with the responsibilities to obtain licenses to export or re-export Equipment. Client represents and warrants that neither it, nor its officers, directors, employees and agents are (a) listed on the Office of Foreign Assets Control's ("OFAC") "Specially Designated National and Blocked Person List" ("SDN List") or otherwise subject to any sanction administered by OFAC ("U.S. Economic Sanctions") or (b), owned, controlled by or acting on behalf of, directly or indirectly, any person, entity or government listed on the SDN List or otherwise subject to U.S. Economic Sanctions. Client and its officers, directors, employees and agents have not and will not engage directly or indirectly in any transaction on behalf of CP or its affiliates that could potentially violate



## CP Communications

applicable U.S. Economic Sanctions. In addition, Client represents that it shall not, and shall not permit any of its subsidiaries or affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents to, promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, to any third party, including any non-U.S. government official, in each case, in violation of the Foreign Corrupt Practices Act of 1977 (the FCPA), the U.K. Bribery Act 2010, or any other applicable anti-bribery or anti-corruption law.

8.03 Client is solely responsible for clearing any and all images (in any form), or any other Client data, prior to the return of the Equipment to CP. Client authorizes CP to clean the Equipment of any and all images, content or data immediately upon return of the Equipment to CP. It shall be the sole responsibility and obligation of Client to arrange for the safeguarding and storage of Client's images, content or data prior to the return of the Equipment to CP. Without limiting the foregoing, CP shall not be responsible for disclosure of Client data due to the re-rental of Equipment previously used by Client, and Client agrees to hold harmless, defend and indemnify CP from and against all claims, losses, liabilities and expenses (including attorney's fees and other litigation or settlement costs) arising out of or in connection with any such disclosure of Client data. Furthermore, Client acknowledge that CP shall have no legal obligation to erase (securely or otherwise) Client's recorded content on any media nor shall CP be obligated to or expected to retain said content or data for any period of time under these Terms and Conditions. CP is not responsible for the loss of content or data from any cause whatsoever, including, but not limited to technical malfunction, physical damages, or errors on the part of CP employees, agents, representatives, contractors or subcontractors, nor any consequential loss or damages of any kind whatsoever. Notwithstanding anything to the contrary contained herein, Client agrees that CP will have the right to use personal data provided (or otherwise made available) by the Client in accordance with CP's Privacy Policy available at <https://cpcomms.com> or as otherwise provided to Client, in writing, as the same may be amended from time to time without prior notice to Client.

8.04 These Terms and Conditions and the acceptance thereof shall be governed by the substantive laws of the State of Florida, without regard to the conflicts of laws rules thereof. The UN Convention on Contracts for The International Sale of Goods shall not apply to any rental of goods or services. Client agrees to waive its rights to a trial by jury in any dispute under these Terms and Conditions. In the event of any dispute between the Parties, CP and Client agree that venue in legal action between them shall be in the Superior Court for the County of Pinellas, State of Florida or any other federal court within the State of Florida which may have jurisdiction.

8.05 In the event of any legal action or proceeding brought by either Party against the other under these Terms and Conditions, the prevailing Party shall be entitled to recover the costs and fees of its attorneys in such action or proceeding, including costs of appeal, if any.



CP Communications

8.06 Neither Party may assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that either Party may assign its rights or delegate its obligations, in whole, but not in part, without such consent and upon 10 days' prior written notice to the other Party, to an entity that acquires all or substantially all of the business or assets of such Party, whether by merger, reorganization, acquisition, sale, or otherwise. Any purported assignment, transfer, or delegation in violation of this Section 8.06 will be null and void. These Terms and Conditions are binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

8.07 All notices or demands which either Party is required or desires to give to the other Party, shall be in writing and shall be given by personal delivery, by electronic mail transmissions, by overnight courier (FED EX, UPS) or by U.S. Mail certified or registered, to the principal business address of that Party as first set out in the preamble. Said address may be amended by either Party by giving written notice to the other Party. Each such notice shall be deemed "received" by the other Party (1) on the date of personal delivery if personally delivered, (2) the day after deposit of the notice with an overnight carrier service, or (3) three days after deposit if the notice is sent by certified or registered U.S. Mail.

8.08 These Terms and Conditions, any SOWs and any Exhibits or Schedules hereto or thereto embody the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all other agreements, either oral or in writing. Each Party acknowledges that there are no representations, inducements, promises or agreements, oral or written, which have been made by any Party which are not included herein. In the event of a conflict between these Terms and Conditions and any SOW or Change Order, the terms of this Agreement shall govern.

8.09 Whenever possible, each provision of these Terms and Conditions will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of these Terms and Conditions is held to be prohibited by or invalid under applicable law, such provisions will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these Terms and Conditions.

8.10 Each and all of the various rights, powers and remedies of the Parties will be considered to be cumulative with and in addition to any other rights, powers and remedies which such Parties may have at law or in equity in the event of breach of any of the terms of these Terms and Conditions. The exercise or partial exercises of any rights, powers or remedies will neither constitute the exclusive election thereof nor the waiver of any other right, power or remedy available to such Party.



CP Communications

8.11 These Terms and Conditions may be modified only by a writing signed by both Parties. No waiver by either Party of any term or condition shall be deemed effective unless given in writing. In the case of CP, signature must be by CEO, President, CFO or COO to be effective to any amendment to these Terms and Conditions.

8.12 All the terms and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns upon execution of any Quote or SOW by the Parties or the earlier Delivery of the Equipment and/or Services commence, if that occurs first.

8.13 The provisions of these Terms and Conditions shall by their nature survive expiration or termination, and shall include, without limitation, Sections 1.04, 1.05, 1.06, 1.10, 1.11, 3.01, 3.03, as well as Paragraphs 6, 7, and 8, in their entirety, shall survive the expiration or termination of any rental.

8.14 Client agrees that CP may mention our participation as a vendor for the Production in any of CP's marketing efforts.