THE FOLLOWING TERMS AND CONDITIONS OF CONTRACT ARE AGREED TO BY LESSOR AND LESSEE

1. GENERAL TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS APPLY TO THE EQUIPMENT AND PERSONNEL RENTAL AGREEMENTS FOR LESSOR AND ALL AFFILIATED ENTITIES (THIS "AGREEMENT"). IT IS THE PARTIES INTENT THAT THESE TERMS AND CONDITIONS SHALL SUPPLEMENT AND/OR CLARIFY THE TERMS AND CONDITIONS OF ANY PRIOR RENTAL/LEASE AGREEMENT WITH LESSEE/CUSTOMER RELATING TO THE SUBJECT JOB OR ANY OTHER JOB INVOLVING THE PARTIES TO THIS AGREEMENT, AND IF ANY OF THESE TERMS AND/OR CONDITIONS ARE INCONSISTENT WITH ANY TERMS AND/ OR CONDITIONS OF ANY SUCH PRIOR RENTAL/LEASE AGREEMENT WITH CUSTOMER, THEN THESE TERMS AND/OR CONDITIONS SHALL PREVAIL OVER SUCH PRIOR INCONSISTENT TERMS AND/OR CONDITIONS AND/OR ANY OF THE PROVISIONS OF ANY PURCHASE ORDER, MSA, CONTRUCTION AGREEMENT ISSUED BY CUSTOMER AT ANY TIME, INCLUDING OR BASED ON ANY QUOTE, BID, OR PROPOSAL, UNLESS OTHERWISE AGREED TO IN A SUBSEQUENT WRITING SIGNED BY BOTH PARTIES. The parties to this Agreement (each a "Party," collectively the "Parties") acknowledge and agree that these Terms and Conditions are binding on the Parties, and Customer also referred to as ("Lessee" or "Customer") shall be conclusively deemed to have accepted these Terms and Conditions and to have entered into this Agreement with Company (also referred to as" Lessor" or "Company" or "Supplier"), even if not signed by Customer at the time Customer accepts delivery or otherwise takes possession of the Equipment. If Customer requests an increase in the scope of work to be performed as described herein, or that Company supply any additional Equipment or personnel after Customer's receipt of these Terms and Conditions and/or delivery of or taking possession of the Equipment, these Terms and Conditions shall be deemed executed and binding with respect to such additional scope of work, Equipment or personnel, and the provisions of paragraph 6 below shall apply. Work will proceed when directed by Customer and the "Lift Director", as that term is defined in paragraphs 4 and 5 below, and in accordance with the provisions of this Agreement and these Terms and Conditions. This Agreement shall be interpreted in accordance with the laws of the state where the main office of Company in that state is located and the laws of the United States of America, including but not limited to, federal transportation law while any cargo or Equipment is in transit. For work performed outside the state(s) set forth in paragraphs 2 and 3 below, the language of paragraphs 2 and 3 shall be deleted and replaced by the state specific indemnity and insurance provisions found at url: _____, which shall be incorporated by reference into this Agreement.

2. TEXAS INDEMNIFICATION AND RELEASE PROVISIONS. IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL TEXAS LAWS, AND TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. LESSEE'S OBLIGATION TO INDEMNIFY SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, INDEMNITY FOR ANY AND ALL LIABILITY OF LESSOR ARISING OUT OF ANY STATUTE, REGULATION OR DUTY IMPOSED BY LAW. LESSEE'S OBLIGATION TO INDEMNIFY SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, LESSOR'S COMPLETE SCOPE OF WORK, INCLUDING ALL SERVICES, ADVICE, RECOMMENDATIONS, PLANS AND SPECIFICATIONS PROVIDED. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY TEXAS LAW. – – LESSEE'S DUTY TO INDEMNIFY HEREUNDER SHALL INCLUDE ALL COSTS OR EXPENSES ARISING OUT OF ALL CLAIMS SPECIFIED HEREIN, INCLUDING ALL COURT AND/OR ARBITRATION COSTS, FILING FEES, ATTORNEYS' FEES AND COSTS OF SETTLEMENT. PURSUANT TO V.A.T.S. INSURANCE CODE §151.102 LESSEE SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS, OR DEFEND ANY PARTY AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE LESSOR, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE LESSOR, OTHER THAN THE LESSEE OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER. HOWEVER, THE INDEMNIFICATION OBLIGATION ABOVE SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGE, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE LESSEE UNDER WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THE LESSEE'S OBLIGATIONS HEREUNDER SHALL FURTHER NOT BE LIMITED BY THE AMOUNT OF ITS LIABILITY INSURANCE AND THE PURCHASE OF SUCH INSURANCE FOR LESSOR SHALL NOT OPERATE TO WAIVE ANY OF THE ABOVE OBLIGATIONS. THIS PROVISION IS SEPARATE AND DISTINCT FROM ANY OTHER PROVISION OR PARAGRAPH IN THIS CONTRACT, INCLUDING ANY PROVISION OR PARAGRAPH CONCERNING PARTIAL INDEMNIFICATION AND PROCUREMENT OF INSURANCE. MUTUAL INDEMNIFICATION (ONLY FOR CONTRACTS PERTAINING TO A WELL FOR OIL, GAS, OR WATER, OR TO MINE FOR A MINERAL, PURSUANT TO V.TCA. CIVIL PRACTICE CODE §127.001-127.007) – TO THE FULLEST EXTENT PERMITTED BY LAW, LESSOR AND LESSEE AGREE TO INDEMNIFY EACH OTHER AND EACH OTHER'S CONTRACTORS AND THEIR EMPLOYEES AGAINST LOSS, LIABILITY OR DAMAGES ARISING IN CONNECTION WITH BODILY INJURY, DEATH, AND DAMAGE TO PROPERTY OF THEIR RESPECTIVE EMPLOYEES, CONTRACTORS OR THEIR EMPLOYEES, AND INVITEES OF EACH PARTY ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE CONTRACT. THIS PROVISION ONLY APPLIES TO CONTRACTS FOR A WELL FOR OIL, GAS, OR WATER, OR TO MINE FOR A MINERAL, PURSUANT TO V.T.C.A. CIVIL PRACTICE CODE §127.001-127.002. THIS PROVISION IS SEPARATE AND DISTINCT FROM ANY OTHER PROVISION OR PARAGRAPH IN THIS CONTRACT, INCLUDING ANY PROVISION OR PARAGRAPH CONCERNING INDEMNIFICATION AND PROCUREMENT OF INSURANCE. IF THIS PARAGRAPH IS DECLARED INVALID, THEN ALL OTHER PARAGRAPHS OF THIS CONTRACT SHALL STAND. It is further the parties intention that if an action for damages

is brought by an injured employee against a third party liable to pay damages for the injury under the Texas Labor Code that results in a judgment against the Lessor or a settlement by the Lessor, the employer is liable to the Lessor for reimbursement or damages based on the judgment or settlement since the employer/ Lessee executed, before the injury occurred, this written agreement with the third party to assume the liability of the Lessor. TEX. LAB. CODE ANN. § 417.004 (West 2015)

3. TEXAS INSURANCE. To the fullest extent permitted by Texas law, the Lessee agrees to purchase, maintain and carry the following insurance coverages prior to the Equipment's arrival on the job site. Pursuant to V.A.T.S. INSURANCE CODE §151.104, additional insured coverage shall be limited in scope, in the same manner as set forth in the INDEMNIFICATION section above, such that it shall not provide coverage which is prohibited for an agreement to indemnify, hold harmless, or defend. The Lessee shall procure the following coverages for Lessor: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least $5,000,000 and Lessee's primary and excess/umbrella policies must be endorsed so that they are primary and non-contributory to all of Lessor's insurance policies and Lessor's policies are excess to Lessee's policies; d) inland marine/all-risk and or builder's risk which includes an all-risk physical damage insurance, on a primary non-contributory basis, to cover the full insurable value of the Equipment, including any boom or jib, for its loss or damage from any and all causes, including, but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God during the rental term and Lessee shall pay all deductibles and or coinsurance requirements of the inland marine/builders risk policies provided by Lessee and Lessee shall also provide the greater of 6 months or $500,000.00 rental reimbursement coverage or similar coverages for the Lessor's benefit for any loss or if the equipment is damaged, stolen, lost or destroyed; e) all policies are to be written by insurance companies acceptable to the Lessor; f) for all liability insurance policies (including any excess/umbrella policies) Lessee shall name as an additional insured, Lessor and Lessor's officers, directors, shareholders, members, managers, partners and employees, all affiliated partnerships, joint ventures and corporations of Lessor and anyone whom Lessor is required by contract to name as an additional insured; g) Lessee shall use all of the following ISO endorsements to provide additional insured status and coverage to Lessor: CG 2001 04 13, CG 20 10 10 01, CG 20 37 10 01, CG 20 28 07 04, CG 20 34 03 97, CG 20 26 04 13, CG 25 03 03 97, and CG 24 04 05 09; all must be used and modified but only to the extent required by V.A.T.S. INSURANCE CODE §151.104; h) Additional Insured coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed by law; i) Additional Insured coverage shall include, but not be limited to, coverage for Lessor's complete scope of work, including all services, advice, recommendations, plans or specifications provided; j) Lessee shall provide punitive damage coverage for Lessor's benefit on all liability policies, unless prohibited by state law; k) Lessee shall name Lessor as a Primary Loss Payee on all insurance policies, l) Lessee shall provide all insurance certificates to Lessor when requested by Lessor and prior to start of work by Lessor; m) all of Lessor's policies, and the policies of anyone Lessor is required to insure shall be excess over all of Lessee's policies; n) all Lessee's policies shall be endorsed to require the insurer to give at least thirty (30) days advance notice to all insured's, including additional insured's, prior to cancellation or non-renewal; o) all Lessee's policies must remove any exclusion for explosion, collapse and underground operations (XCU); p) all Lessee's policies must remove certain exclusions including (i) the "employer's liability exclusion," for all insureds, including notices and endorsements for injuries to an insured's employee(s); and (ii) any Professional Services liability exclusion for "Professional Services" performed on a job, as that term is defined to include services performed requiring a "license, advanced degree or certification"; and/or any policy exclusion that defines Professional Services as Rigging, Lift Director Operations, Signaling Operation, House Moving Operations, Pile Driving Operations, Demolition Operations, Concrete Pump Operations, Pilot Car Operations, Millwright Operations, Crane Operations or Crane Usage; and q) all Lessee's policies must include coverage for blanket contractual liability for the obligations assumed here-under and also for the liabilities assumed in the Indemnity section above. Lessee's agreements to indemnify and hold Lessor harmless from any liability, damage and loss are in addition to, and not an alternative to, these insurance provisions and the purchase of any of the above coverages shall not operate to waive any of the above indemnity provisions. To the extent that the Lessee may perform under this Agreement without obtaining the above coverages, such an occurrence shall not operate, in any way, as a waiver of the Lessor's right to maintain any breach of contract action against the Lessee. Lessee hereby agrees to waive any and all rights of subrogation and any and all lien rights (including those arising from worker's compensation/employer's liability policies or other employee benefit programs, commercial general liability policies, or similar policies) which may accrue to it or its insurers. This shall include, but not be limited to, rights of subrogation and lien rights. The Lessee understands that this waiver shall bind its insurers of all levels and agrees to put these insurers on notice of this waiver and to have any necessary endorsements added to the insurance policies applicable to this Agreement. LESSOR SHALL BE CERTIFICATE HOLDER, LOSS PAYEE AND ADDITIONAL INSURED.

4. OPERATION AND USE OF EQUIPMENT. Customer shall, at all times, transport, stored, direct the operation and/or operate the Equipment (also referred to as load handling Equipment or "LHE") in a safe and competent fashion and shall be responsible for the actions of all persons involved in the transportation, storage and/or direction/operation of the Equipment. During transportation, delivery, set-up, use and operation of the Equipment, Customer, directly and through its agents, representatives, employees, and/or servants and Borrowed Servants shall at all times, perform the functions and fulfill all the responsibilities of the: a) Entity Controlling the Project as defined by OSHA; b) Assembly/Disassembly Director ("A/D Director"); c) Lift Director; d) Lift Planner; e) Site Supervisor; f) Site Safety Officer; g) Crane User and/or LHE User; h) Crane Operator ("Operator") and/or LHE Operator; i) Signalperson; j) Rigger; k) Spotter; and l) Transport Operator, as those terms are defined in 29CFR1926.1400 OSHA), ASME P30.1 Lift Planning and ASME B30.5 Mobile and Locomotive Cranes. Customer shall, at all times: (i) comply with all federal, state and local laws and regulations in all material respects relating to this Agreement; and (ii) have in place and maintain any and all licenses, permits, and other authorizations required by federal, state, provincial and local laws. If, upon request of Customer, Company supplies

a Lift Plan for use by Customer and/or the Lift Director, Customer agrees that any such Lift Plan is supplied for informational purposes only, and the Lift Director is ultimately responsible to review and approve the Lift Plan for use. Customer is solely responsible for the gathering of all information used in the Lift Plan and Company is not responsible for any information used in the preparation of the Lift Plan or for the contents of the completed Lift Plan. Customer hereby acknowledges and agrees that its agents, employees, and/or servants or Borrowed Servants who perform the services and functions set forth above shall have sufficient education, training, experience, skill and physical fitness, as necessary, to competently and capably perform the functions they are assigned. Customer specifically agrees that Company has absolutely no control over any person operating or assisting in operating, repairing, or maintaining the Equipment, including the Operator, oiler or other personnel, even if recommended or provided by Company, and Customer shall be responsible for ensuring that the Operator, oiler and/or or other personnel, is licensed for all purposes, in accordance with all local, state and federal regulations. Company may, upon the request of Customer, provide or recommend an Operator and/or an oiler and/or other personnel along with the Equipment, however, Customer may reject such Operator and/or oiler and/or other personnel if any are unacceptable to Customer. If Customer does not specifically reject that Operator and/or oiler and/or other personnel, such Operator and/or oiler and/or other personnel are deemed acceptable to Customer. At all times, the Operator and/or oiler and/or other personnel are under the Customer's exclusive direction and control and are deemed Customer's agent, servant, borrowed servant, and/or employee. Customer further agrees to use the Equipment in accordance with the manufacturer's instructions and agrees not to exceed the manufacturer's rated load capacities for such or similar Equipment. Customer expressly agrees that counterweight in excess of the manufacturer's specification shall not be used. It is expressly agreed by and between the Parties hereto that the Equipment and all persons operating the Equipment, including the Operator and oiler, even if recommended or provided by Company, are under the exclusive jurisdiction, supervision, and control of Customer pursuant to the Terms and Conditions of this Agreement. Customer shall have the sole right and obligation to control the Operator, oiler and all personnel involved in the operation of the Equipment, and it shall be the duty of Customer and/or the Lift Director to give specific instructions and directions to all persons operating, maintaining, and assembling/disassembling, mobilizing or demobilizing the Equipment. Customer specifically agrees that Company has absolutely no control over any person operating or assisting in operating, using, maintaining or assembling/disassembling the Equipment, even if such persons are recommended or provided by Company. Customer agrees to at all times provide, at Customer's sole cost and expense, any operating personnel that may be required to operate the Equipment safely, along with competent and experienced supervision, including a Lift Director, to direct use of the Equipment and the activities of all operating personnel. Lessee shall provide ground conditions that are in accordance with ASME B30.5 and OSHA. Lessee is also responsible insuring power lines are deenergized.

5. LIFT DIRECTOR. It shall be the duty of Customer to assign to all work projects, an experienced, trained and competent Lift Director, as defined in paragraph 4 above, who shall act as Customer's agent, for all purposes, to give specific instructions and directions to all persons involved in operating, mobilizing/demobilizing, maintaining, and assembling/disassembling the Equipment, including, but not limited to, the Operator and Oiler ("Operating Personnel"). Company is not supplying the Lift Director. Customer specifically agrees that Company has absolutely no control over the Lift Director. The Lift Director has the exclusive right and obligation to supervise and control the use of the Equipment and the Operating Personnel, even if any of the Operating Personnel are provided or recommended by Company. Company and Customer agree that the prevention of accidents is the goal of the Parties and all persons working on the project. Actions taken by the Operator Operating Personnel to ensure safe working conditions shall not change or alter the Lift Director's exclusive right and obligation to supervise and control the use of the Equipment and the actions of the Operator, oiler and all Operating Personnel. Customer further agrees that all use of the Equipment and work performed by all Operating Personnel, shall act solely within and in furtherance of, Customer's directed contractual scope of work on any given project, and Company has no right to replace or substitute such Operating Personnel unless at the direction of or with the express permission/approval of, the Lift Director. In the event any Operating Personnel are recommended or supplied by Company, the Lift Director shall have the right and obligation to control such Operating Personnel including the right of termination and/or replacement. The Lift Director shall be deemed to have exercised that right and obligation as to all details involved in the operation of the Equipment and all Operating Personnel once the Equipment is delivered to Customer at the worksite or otherwise in the possession of Customer. If Company supplies an Operating Personnel and/or other personnel along with the Equipment to participate in the operation of the Equipment, including riggers, mechanics, signal persons, technicians, welders, and other personnel to assist in the assembly, disassembly, maintenance, and/or repair of the Equipment, such personnel shall be deemed to be Borrowed Servants or employees of the Customer pursuant to the Borrowed Servant Doctrine. Such personnel may not use the Equipment without Customer's acceptance and approval and shall at all times act under Customer's sole direction, supervision and control. Further, under the Borrowed Servant Doctrine, Customer shall be fully liable for any and all loss or damage, including property damage and bodily injury or death as a result of the acts or omissions of such Borrowed Servant, in accordance with the scope and all provisions of this Agreement or any additions hereto.

6. CHANGE IN CONDITIONS. In the event of any changes to the condition of the worksite or the scope/description of the work to be performed by Customer from the time of Customer's quote, bid, or proposal, to the time when Customer starts the work, it shall be the sole responsibility of Customer to immediately notify Company by email of any changes not previously noted on a job ticket or otherwise disclosed regarding the setup requirements for the Equipment or site conditions. In the event of an increase or decrease in the scope or duration of the work to be performed, the contract price shall be adjusted by a fair and reasonable valuation based upon the original agreed upon rates in such event, Customer shall provide an" extra work notification" to Company, and the signing of an electronic or manual daily work ticket shall automatically constitute an "extra work notification" and serve as authorization of overtime pay.

7. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT, IN NO EVENT WILL COMPANY BE LIABLE FOR

ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, INDIRECT, SPECIAL, LIQUIDATED, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE EQUIPMENT OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL ALSO APPLY TO ANY LOSS OF ANY KIND ARISING FROM AN EXERCISE OF CIVIL AUTHORITY, RESTRICTIVE GOVERNMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE DEFENSE PRODUCTION ACT, DISASTER DECLARATIONS, REGULATIONS, SLOWDOWNS, STAY IN PLACE/SHELTER AT HOME ORDERS, GOVERNMENTAL OR CIVIL SHUTDOWNS, OR SIMILAR GOVERNMENTAL REQUIREMENTS, PANDEMICS OR OTHER WIDESPREAD ILLNESS, WIND OR OTHER INCLEMENT WEATHER, PROTEST, INSURRECTION, WAR, RIOT, OR CIVIL UNREST. COMPANY'S LIABILITY ON ANY CLAIM OR ANY KIND OF LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE PERFORMANCE OR BREACH THEREOF BY COMPANY SHALL IN NO CASE EXCEED THE PAYMENTS RECEIVED BY COMPANY FROM CUSTOMER FOR THE EQUIPMENT OR SERVICES PROVIDED UNDER THIS AGREEMENT DURING MOST RECENT THREE (3) MONTHS, OR $10,000.00, WHICHEVER IS GREATER, (HEREAFTER REFERRED TO AS “DAMAGES CAP”). COMPANY SHALL NOT BE LIABLE TO CUSTOMER, UNDER ANY CIRCUMSTANCES, WHETHER PURSUANT TO CONTRACTUAL AGREEMENT, WARRANTY (EXPRESS OR IMPLIED), TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, OR PRODUCTS AND/OR STRICT LIABILITY) OR OTHERWISE, AND WHETHER CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR SERVICES, OR BY ANY INADEQUACY THEREOF, OR BY ANY DEFECT THEREIN, OR BY ANY ACT OF OMISSION IN CONNECTION THEREWITH, IN EXCESS OF THE DAMAGES CAP. NOTWITHSTANDING THE FOREGOING, THE DAMAGES CAP ON CARGO TRANSPORTED BY COMPANY IS LIMITED TO A RELEASE VALUE OF $2.50 PER POUND, WITH A MAXIMUM RECOVERY OF $100,000 PER TRUCK LOAD.

8. ASSUMPTION AND RELEASE. Customer assumes all of the risks associated with the performance of any and all work occurring under or arising out of this Agreement. This includes but is not limited to, any risks, claims, suits, or causes of action that may arise from negligence or carelessness on the part of Customer, Lift Director or any of Customer’s agents, representatives, servants, borrowed servants, employees, independent contractors or anyone else acting on behalf of Customer. Further, Customer waives, releases and discharges Company and its agents, representatives’ servants, borrowed servants or employees, from any and all liability, including but not limited to, liability arising from any and all negligence or fault, for any death, disability, personal injury, property damage, or actions of any kind which may hereafter occur or arise out of the performance of any and all work under, or arising out of, this Agreement.

9. CONDITIONS – GROUND/POWERLINES. Customer shall be solely responsible for the ground conditions at the worksite, and for the proper use of supporting materials during the transportation, storage, and the placement of the Equipment for the safe operation of the Equipment. "Ground Conditions” are defined as the ability of the ground to support the Equipment (including slope, compaction, and firmness). "Supporting Materials" include blocking, mats, cribbing, or similar supporting materials or devices. The Equipment must not be assembled, disassembled, stored or used in any manner unless Ground Conditions are firm, drained, and graded to a sufficient extent so that, in conjunction (if necessary) with the use of supporting materials, the Equipment manufacturer's specifications for adequate support and degree of level of the Equipment are met. Customer shall undertake all preparations necessary to meet the requirements of this paragraph, which include but are not limited to, the identification, communication and elimination of hazards in, around, and beneath the Equipment set-up area, including below grade. Customer is responsible for ensuring that Ground Conditions at the worksite are adequate to provide clear passage and support the operation of the Equipment and all related services, and when necessary, to reinforce and/or relocate subsurface conditions, such as utility equipment or other encumbrances. The coordination and performance of all work and services required to permit the work to proceed in a timely and safe manner shall be the responsibility of Customer and at Customer’s expense. Customer shall perform or have performed all necessary inspections and/or testing to determine the nature and quality of the ground or soil and its ability to support the Equipment while in operation or storage. Suitable Ground Conditions referenced herein means ground conditions meeting or exceeding the requirements of AASHTO H-20 / HS-20. If additional towing or pushing of the Equipment is required because of inadequate worksite conditions, additional costs incurred (including costs of repairing damage to the Equipment) will be billed to Customer at an extra at cost plus fifteen (15%) percent. Furthermore, Customer is the controlling entity or employer described in §1402(d). Customer is also responsible to ensure that sufficient improvements to Ground Conditions are made for the Equipment to be assembled or used within the requirements of section 1926.1402(b) and section 1926.1402(c)(1). Customer assumes all responsibility to protect the Equipment and persons in or around the Equipment from the danger of power lines and agrees that all work will be done in accordance with ASME B30.5 (2018). Customer shall not expose the Equipment or any persons in or around such Equipment to the danger of energized power lines. All power lines in the work area shall be identified prior to the work beginning. All power lines are to be de-energized prior to the Equipment being operated in or around such power lines. Customer shall contact the local electric utility or other such authorized entity to arrange to have the power lines de-energized prior to beginning work. Even if power lines are de-energized, Customer shall keep the Equipment clear of such power lines at the distances required by OSHA, ANSI and any other safety regulations or standards. If it is not possible to de-energize power lines, then Customer shall be responsible for the insulating of any power lines, the grounding of all Equipment and will be required to use safety measures or other equipment designed to prevent electrocution.

10. LOCATION OF EQUIPMENT. Customer shall not remove the Equipment from the worksite or designated place of use or storage of the Equipment, without prior written approval of Company. Upon demand of Company by email at any time during the term of this Agreement, Customer shall inform Company of the exact location of the Equipment.

11. DAMAGE TO/OR DESTRUCTION OF EQUIPMENT. Following receiving delivery of the Equipment to the Customer at the worksite or

Customer taking possession of the Equipment at another location, Customer is responsible for, and solely and entirely assumes all risk of loss and damage to the Equipment from any and all causes, including but not limited to, loss and/or damage due to theft, vandalism, fire, accident, casualty and acts of God. No loss or damage to the Equipment will reduce or impair any obligation of Customer under this Agreement, which will continue in full force and effect until the expiration of the term of this Agreement or completion of the project, whichever is later. In the event of loss or damage that is not beyond repair as authorized by the manufacturer, Customer shall, at Customer's sole cost and expense, promptly restore the Equipment to substantially the same condition and repair as it was in at the commencement of this Agreement, in which case this Agreement shall remain in full force and effect and Customer will be entitled to use and operate the Equipment for the balance of the term of this Agreement. If the Equipment is damaged beyond repair or is lost or stolen (an "Event of Loss"), then Customer shall promptly pay to Company an amount equal to the "Replacement Value", whereupon Company shall have the option to either (a) replace the Equipment with equipment that is substantially similar to the Equipment, in which case this Agreement shall continue in full force and effect and all references in this Agreement to the Equipment shall be deemed to refer to such replacement equipment; or (b) terminate this Agreement effective upon Company's receipt of such payment from Customer. Company shall give Customer written notice as to which of the foregoing options Company has elected within thirty (30) days after the date on which the Event of Loss occurred. If Company elects the option described in (b) above, then Customer shall be obligated to make any Rental Payments that become due and payable prior to Customer's payment of the replacement cost to Company. Customer shall furnish to Company such proof of the Event of Loss as Company may reasonably require. Company may enter the premises where the Equipment is kept in order to inspect it and to arrange for its disposal. Company shall pay to Customer an amount that is equal to the lesser of the Replacement Value paid to Company by Customer or the total amount of any insurance or other proceeds received by Company (less any deductible paid by Company) from the disposition of the Equipment suffering an Event of Loss, upon Company's receipt of such proceeds. [Company's right to recovery of damages occasioned by such taking of possession is expressly acknowledged and agree to by Customer].

12. MAINTENANCE AND INSPECTION. At all reasonable times, Customer shall allow Company entry upon or access to any premises where the Equipment is stored or used, to locate and inspect the state and condition of the Equipment. Customer agrees to inspect the Equipment, including the wire rope. Upon taking delivery. Customer's failure to notify Company in writing of any deficiencies in the Equipment within twenty four (24) hours after taking delivery, or such other period of time as may be mutually agreed upon in writing, shall constitute Customer's acknowledgement that the Equipment was, when delivered, in good, safe, serviceable condition, and in full compliance with the terms of this Agreement, and is the specific type of Equipment that Customer has requested and fit for its intended use by Customer. For monthly rentals, and on a monthly basis, Customer shall call into or electronically inform Company the hours that the Equipment has been used, so that Company can calculate any excess hours used on the Equipment. Customer agrees to allow Company, upon forty-eight (48) hours oral notice, access to all records and documents which Customer has in its possession concerning all maintenance or other work performed on the Equipment. Customer shall conduct all maintenance on the Equipment in accordance with the manufacturer's requirements, including completion of all required inspections and shall bear any and all costs incurred in doing so. Customer shall supply Company with monthly maintenance reports, and Customer acknowledges that it has been provided with the manufacturer's required maintenance and inspection schedules for the Equipment, and that it is Customer's responsibility to comply with those schedules at Customer's expense. Failure to comply with these requirements will result in Customer being charged for the applicable maintenance due at the time Customer returns the Equipment to Company. Customer will be invoiced for parts and labor required to perform this service at Company's normal rates. In all instances where the Equipment is damaged or made inoperable in any way during the term of this Agreement, Customer shall notify Company in writing, within two working days of such occurrence, specifying the nature and extent of the damage. Without first obtaining Company's written consent, Customer shall not incur any liability or expend any money for Company's account. The title to all parts, materials and supplies furnished to the Equipment becomes the property of the entity that is the holder of the title to the Equipment. All accessories or attachments not listed herein or necessarily includable, as part of the Equipment, shall be furnished by Customer at its own expense. Customer shall maintain the Equipment in good, safe operating condition and shall bear any and all costs while doing so at Company's prevailing rates.

13. ACCIDENT INVESTIGATION. As part of Customer's obligations hereunder, AND PURSUANT TO PARAGRAPH 3 ABOVE, Customer shall bear the cost of any investigation initiated by Company, Company's insurance carriers or Company's third party adjusters (above on page 1 of this Agreement as Company's "representatives") into any accident/incident of any kind, when such accident/incident occurs during the term of this Agreement, and directly or indirectly involving the Equipment, whether or not such accident/incident results in personal injury or death or damage to the Equipment or other property or any or all of the above. The decision to initiate any such investigation, and the scope of any such investigation, shall be at the sole discretion of Company or Company's agents or representatives. The cost of any such investigation is to be paid entirely by Customer, and shall include but not be limited to, attorneys' fees for worksite inspections, interviews with witnesses of any kind, including cost of travel, fees of private investigators for site inspections, obtaining and reproducing related agreements and documents, adjusters fees, costs of photography, expert fees including expert forensic fees, all costs of site inspections and destructive and/or non-destructive testing, as needed, and costs of dismantling, storing and maintaining property, Equipment or other items as evidence. These costs shall be invoiced to Customer along with rental fees and other costs incurred under this Agreement and shall be payable according to the terms of this Agreement.

14. NO WARRANTIES; EQUIPMENT "AS IS". COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS CONSTRUCTION OR WORKMANSHIP, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. COMPANY FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO CUSTOMER OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. CUSTOMER'S DECISION TO RENT THIS EQUIPMENT AND ACCEPT AND USE THE

OPERATOR, OILER, OR OTHER PERSONNEL, IF RECOMMENDED OR PROVIDED BY COMPANY, IS BASED ON CUSTOMER'S DETERMINATION OF THE REQUIREMENT'S FOR THIS PROJECT. IT IS UNDERSTOOD AND AGREED THAT WHEN COMPANY RECOMMENDS OR PROVIDES THE OPERATOR, OILER AND/OR OTHER PERSONNEL ALONG WITH THE EQUIPMENT, SUCH OPERATOR, OILER AND OR OTHER PERSONNEL ARE SELECTED FROM A POOL OF QUALIFIED AND AVAILABLE PERSONNEL FROM THEIR RESPECTIVE UNIONS. CUSTOMER'S ACCEPTANCE AND USE OF THE OPERATOR, OILER OR OTHER PERSONNEL, IF RECOMMENDED OR PROVIDED BY COMPANY ALONG WITH THE EQUIPMENT, IS SOLELY CUSTOMER'S DECISION. CUSTOMER MAY REJECT SUCH OPERATOR, OILER OR OTHER PERSONNEL OR THE EQUIPMENT RECOMMENDED OR PROVIDED, HOWEVER CUSTOMER'S FAILURE TO DO SO SHALL BE DEEMED AN ACCEPTANCE OF SUCH OPERATOR, OILER, AND/OR OTHER PERSONNEL, AND/OR THE EQUIPMENT, SUBJECT TO THE PROVISIONS OF PARAGRAPHS 5 AND12 ABOVE. CUSTOMER RENTS THE EQUIPMENT "AS IS". COMPANY SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS, DELAY, OR DAMAGE RESULTING FROM DEFECTS IN THE EQUIPMENT OR ANY ACCIDENTAL BREAKAGE. NOTWITHSTANDING THE FOREGOING, COMPANY SHALL REPLACE THE EQUIPMENT WITH SIMILAR EQUIPMENT IF THE EQUIPMENT FAILS TO OPERATE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND/OR OPERATING INSTRUCTIONS. SUCH REPLACEMENT SHALL BE MADE AS SOON AS REASONABLY POSSIBLE AFTER CUSTOMER RETURNS THE NON-CONFORMING EQUIPMENT.

15. SUIT LIMITATION. Any action, demand, lawsuit, arbitration or any other claim by Customer against Company arising out of or related to this Agreement must be commenced within one (1) year from the date on which any such right, claim, or cause of action shall have first accrued, and must comply with the Dispute Resolution Provisions annexed hereto as Exhibit A.

16. RIGGING. If rigging is not included as part of the of Equipment, Customer is required to provide any and all rigging to be used with the Equipment, including but not limited to, chokers, slings, straps, chains, hooks, spreaders, fittings, rope or wire. Customer and the Lift Director assume the responsibility for the method of rigging, the condition of the rigging, the condition and use of any lifting lugs. Customer hereby covenants and agrees that each of Customer's agents, representatives, servants, employees and other personnel involved in the rigging of any load lifted or to be lifted within the scope of this Agreement, is and shall be, at all times, competent and capable, through education, training, experience, skill and physical fitness, as necessary, to perform the functions they are assigned by the Lift Director.

17. LOAD CALCULATIONS AND DEVICES. If any Equipment has been fitted with a load measuring device, Customer hereby acknowledges and agrees that Company has made no warranties or representations whatsoever with respect to the ability of that load measuring device to accurately or consistently measure the weight of loads being lifted by the Equipment, and Customer will not rely upon the accuracy of that device in planning and carrying out any required lifts. Customer shall independently determine the weight of every load to be lifted by the Equipment, and Customer shall independently calculate the lifting capacity of the Equipment for each and every lift. Customer shall make the decision to proceed with any lift, based only on the training, expertise and judgment of the Customer and its personnel, including the Lift Director, and Customer" independent calculations and measurements.

18. PANDEMIC SAFETY RULES. Customer agrees to train all personnel working on the job site, on the symptoms associated with the COVID-19 virus or other declared pandemic, epidemic or widespread illness, and will immediately implement all safety measures to limit or prevent the spread of the COVID-19 virus or other declared pandemic, epidemic or widespread illness as recommended or required by the Centers for Disease Control ("CDC"), the Occupational Health and Safety Administration ("OSHA") and/or applicable state or local authorities. Customer will fully implement and maintain all health screening and isolation measures required by applicable local/state emergency orders then in effect, as well as all health screening measures, including quarantine and isolation protocols recommended by the CDC and/or OSHA and or local health authorities relative to all services. Customer will not assign anyone to perform services and will instruct all personnel working at the job site not to perform any services if any personnel: a) is experiencing any symptoms of COVID-19 related illness or other declared pandemic, epidemic or widespread illness, as described by the CDC and/or applicable state or local authorities in the most recent 14 days; b) is directed by a health care professional or public health official to self-quarantine or self-isolate due to a suspected or confirmed case of the COVID-19 virus or other declared pandemic, epidemic or widespread illness, by anyone with whom the personnel has had close or household contact (within 6 feet) in the most recent 14 days; or c) has tested positive or been in close or household contact (within 6 feet) with anyone testing positive for the COVID-19 virus or other declared pandemic, epidemic or widespread illness, within the most recent 14 days.

19. OPERATOR/OILER/PERSONNEL. If Operator, oiler or other personnel is provided by Company along with the Equipment at Customer's request, Customer shall be responsible for payment of the wages and benefits of such Operator, oiler or other personnel which shall be included in Customer's rental invoices as part of the rental charges, even though such wages and benefits may be administered by Company. For the purposes of this paragraph, the terms "Operator" "oiler" and "employee" shall include all crane operators, oilers, riggers, millwrights, helpers, technicians, or any other personnel who performs assembling, disassembling, mobilizing, demobilizing and/or maintenance work or repair work on the Equipment, or any other work on the Equipment as required by this Agreement.

20. DEFAULT AND REMEDIES. Customer shall be in default of this Agreement if: (i) Customer fails to make any payment, as and when required under this Agreement; (ii) Customer breaches or fails to perform at the time and in the manner herein specified and in accordance with any term, covenant or condition contained in this Agreement and such breach or failure continues for five (5) days after written notice thereof to Customer; (iii) Customer files or has filed against it a petition in bankruptcy, or a custodian, receiver or trustee is appointed for Customer or for a substantial part of its assets; (iii) Customer becomes insolvent or unable to pay its debts as they become due, or any substantial part of Customer's property becomes subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency; or (iv) Customer is acquired by or merges with any other entity, unless this Agreement is assumed in writing by the new entity and such assumption is agreed to in writing by

Company. In the case of any of the foregoing events, each an "Event of Default", Company shall be entitled, without notice, to: (i) terminate Customer's rights hereunder; (ii) take possession of the Equipment or otherwise require Customer to assemble the Equipment and to make it available to Company at any place designated by Company, and thereupon Customer's right to the possession of the Equipment will terminate, and Customer shall remain and be liable for the payment of all remaining rental amounts and all other obligations imposed upon Customer hereunder, all of which will become immediately due and payable; (iii) rent the Equipment or any portion thereof for the remainder of the term of this Agreement to such third party as Company may elect, in which event Company will apply the net proceeds from any such Agreement in payment of the Rent and other obligations due from Customer to Company hereunder (by acceleration or otherwise), and Customer shall remain liable to Company for any deficiency; (iv) sell the Equipment or any portion thereof to a third party at public or private sale without demand or notice to Customer of intention to sell or of such sale, in which event Company will apply the net proceeds of any such sale in payment of the rent and other obligations due from Customer to Company hereunder (by acceleration or otherwise), and Customer shall remain liable for any deficiency; (v) deduct all costs and expenses incurred in connection with the recovery, repair, storage, renting or sale of the Equipment from the proceeds of such renting and/or sale. No right or remedy conferred upon or reserved to Company by this Agreement is exclusive of any other right or remedy granted herein or provided by law; all rights and remedies of Company conferred upon Company by this Agreement or by law are cumulative and in addition to every other right and remedy available to Company, including but not limited to the rights and remedies set forth in the Dispute Resolution Provisions annexed hereto as Exhibit A. In the event of any default or failure to perform under the terms of this Agreement as specified above, Customer shall be liable for all costs and expenses expended or incurred by Company in the enforcement of its rights hereunder (including reasonable attorneys' fees and court or Arbitration Costs), as set forth in Exhibit A. If any of the above Events of Default occur to any guarantor or any other party liable for payment or performance of Customer's obligations under this Agreement, such event shall also be considered an Event of Default against Customer under this Agreement. Company has the right to choose among the remedies available to it and to exercise any or all of them at any time after a default by Customer or Event of Loss. It is understood and agreed by Customer that a waiver of one default by Company does not apply to any future or other default.

21. TITLE TO EQUIPMENT. The Equipment shall at all times remain the property of Company. Customer shall not take any action to encumber or interfere with those rights and shall take all actions necessary to protect those rights. Customer shall not acquire any interest in or rights to the Equipment, other than the rights of use set forth in this Agreement.

22. DEMURRAGE. If as a result of Customer's actions, the Equipment is not returned during or at the end of the term, unless permission is specifically granted by Company in writing for Customer to maintain possession of the Equipment, Customer shall pay a rental rate equal to three (3) times (x) the standard hourly rental rate for such Equipment for every hour, or portion thereof, from the end of the term to the time when the Equipment is returned to Company, as required herein,

23. SUSPENSION PERIOD. If Customer notifies Company in writing that Customer will not need the Equipment for such period(s) of time as are specified in such notice (the "Idle Periods"), and Company desires to rent the Equipment to a third party during some or all of the Idle Periods, then Company shall have the right to suspend this Agreement by notifying Customer, in writing, of those portions of the Idle Periods during which this Agreement will be suspended (each a "Suspension Period"), collectively, "Suspension Periods"). During each Suspension Period: (i) Subject to the provisions of (ii) below, this Agreement will remain in full force and effect; (iii) all of Customer's obligations under this Agreement are not suspended except for Customer's obligation to pay Rent during the Suspension Period or Periods; (iv) Company will have the right to rent the Equipment to one or more other third parties; and (v) Customer will not be entitled to use the Equipment during the Suspension Period or Periods. At the end of each Suspension Period, Company shall once again make the Equipment available to Customer in substantially the same condition and repair as it was in at the start of such Suspension Period, normal wear and tear excepted.

24. RENTAL PERIOD AND LABOR CHARGES. The rental period shall start at the time the Equipment, along with the Operator, oiler or other personnel, first leaves the Company's yard/terminal/warehouse ("Premises"). The rental period includes all time necessary for the transport, mobilization, demobilization, assembly and disassembly of the Equipment, including labor charges, and continues until the Equipment is returned and accepted by the Company. In accordance with, paragraph 11 of this Agreement, Equipment will not be accepted by the Company until it is returned in the same condition as when the Equipment left the Premises. If the Equipment is returned in a damaged state, this Agreement is extended until the Equipment is restored to its condition at the time it left the Premises at the inception of this Agreement, subject to the provisions of paragraph 11 above. If a periodic rental rate is charged by Company, rental charges will be billed to the Customer for each period or portions of the period from the time the Equipment leaves the Company's yard, until it is returned to an agreed upon location or otherwise transferred back to Company, and accepted by Company. If a term rental rate is charged by Company, rental charges are billed to Customer for the full term even if the Equipment is returned before the end of the term. Each piece of Equipment is charged based upon a 160-hour monthly use of the Equipment. Any Equipment used more than 160 hours in a calendar month will be charged for each additional hour or fraction thereof per month as follows: hours of operation in excess of 160 hours per month ÷ 160 hours x monthly rental rate. There are no unused hour carryovers allowed from month to month. No allowance without a prior written amendment to this Agreement will be allowed for any Equipment or accessory which is claimed not to have been used. Customer further agrees, upon request by Company, to provide for inspection, any and all payroll records and hour meters, for the purpose of verifying the actual time of Equipment usage and hours worked.

25. RENTAL PAYMENTS; NO SET-OFF. All invoices submitted by Company shall be due and payable by Customer within ten (10) days of receipt. Customer shall pay to Company an interest penalty of the highest rate allowed under applicable law, or 1.5% per month, whichever is greater, on the total balance of any and all invoices, or any portion of any and all invoices, that remain unpaid thirty (30) days after receipt by Customer. Company may, upon reasonable notice, require Customer to pay rentals in advance if Customer falls more than (30) days behind in making any

payment at any time. All charges for use of the Equipment must be paid as billed by the Company in accordance with the Prompt Pay statute of the state where the Equipment is being used. All notices in accordance with the Prompt Pay statute must be made in accordance with the notice provisions of this Agreement. Customer acknowledges that a fundamental principle of this Agreement is that it shall pay the sums due under this Agreement as and when required. Accordingly, Customer unconditionally and irrevocably waives any and all rights to withhold from, set-off against, reduce or delay any amount owed to Company, for any reason or by any amount whatsoever, including by any amount claimed to be owed by Company to Customer.

26. SECURITY DEPOSIT. Any security deposit paid by Customer to Company, is paid to ensure Customer's full and faithful performance of the Terms, Conditions and provisions of this Agreement, including rental payments. When Customer performs all such terms, conditions and provisions, the security deposit shall be repaid without interest to Customer, less any allowable deduction, including but limited to rental payments and damage to Equipment, as described in paragraphs 11-13 above.

27. TAXES; FEES; PERMITS. Customer shall be responsible for any sales, use, excise, value added, utility, personal property or other taxes and any license fees, permits and/or assessments relating to Customer's use or possession of the Equipment. Customer shall pay such taxes and other charges to Company in accordance with invoices submitted by Company.

28. COMPLIANCE WITH LAW; SPECIFIC FEDERAL LAWS. Customer shall, at all times: (i) comply with all federal, state, provincial and local laws and regulations in all material respects relating to this Agreement; and (ii) have in place and maintain any and all licenses, permits, and other authorizations required by federal, state, provincial and local laws. Customer certifies that: (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation. Finally, Customer shall, at all times, perform its obligation under this Agreement in compliance with all applicable financial sanction laws, rules and regulations, including, but not limited to, all applicable laws, rules and regulations regarding bribery or money laundering. Customer further agrees that any and all transactions or funds transfers occurring under this Agreement shall be subject to scrutiny for compliance with all such laws, rules and regulations and that any and all transactions or funds transfers may be embargoed or otherwise restricted until compliance with these laws, rules and regulations can be verified.

29. INTERPRETATION. This Agreement shall be interpreted as an understanding of the Parties, with the Parties on equal footing and without resort to any rule of construction resolving ambiguity against the drafter.

30. INDEPENDENT SERVICE PROVIDER. This Agreement does not create or evidence a partnership or joint venture between the Parties, and Customer and its agents, servants and employees, shall at all times, be an independent service provider, and employees of Customer shall in no event be considered employees of Company, nor shall they be eligible for any employee benefits or other benefits from Customer.

31. SURVIVAL- SEVERABILITY. To the fullest extent permitted by the laws of the state where the Equipment is being used, the provisions of this Agreement shall be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will be deemed deleted from the Agreement and replaced by a valid and enforceable provision, which so far as possible, achieves the Parties' intent in agreeing to the original provision. All other remaining provisions contained in this Agreement will remain in full force and effect. This document is a complete and exclusive statement of all the Terms and Conditions of this Agreement and includes all the representations of the Parties. Any and all prior discussions and negotiations are incorporated into this Agreement as the final binding understanding of the Parties. All of the representations, warranties and indemnities contained in this Agreement shall survive the expiration, suspension or termination of this Agreement.

32. ATTORNEY'S FEES. Customer shall pay or reimburse Company for all costs and expenses, including attorneys' fees, incurred by Company in exercising any of its rights or remedies hereunder, or enforcing any of the Terms and Conditions of this Agreement.

33. NO ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns, except that Customer shall not be permitted to assign this Agreement without the express written consent of Company.

34. WAIVERS. No delay or failure to exercise any right or remedy accruing to Company, or any breach or default of Customer under this Agreement shall impair any such right or remedy of Company or be construed as a waiver of any such breach or default, or an acquiescence thereof, or a waiver of or acquiescence in any breach or default thereafter occurring. The waiver of a single breach or default shall not be deemed a waiver of any other breach or default previously or subsequently occurring. Any waiver, permit, consent or approval of any kind or character on the part of Company of any breach or default by Customer under this Agreement, or any waiver on the part of Company of any provision or condition of this Agreement, must be in writing and will be effective only to the extent specifically set forth in such writing.

35. TRADE SECRETS. The Parties shall keep confidential all Trade Secrets, as defined below and by the Defense of Trade Secret Act (which include any quote, bid, drawing, operational sequence, lift plan, site plan or job and project specific details ("Submission"), along with this Agreement, including all of its terms and conditions, and Customer shall not share the Submission with any competing entity or Company. Each Party shall keep the Trade Secret of the other Party confidential and shall not use any of that confidential Information for any purpose other than in connection with this Agreement and the Submission. The "Trade Secret" of a Party is any financial information or other confidential or proprietary information that relates in any way to that Party's services, including all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically,

graphically, photographically, or in writing. A Party may, without violating this paragraph, make such disclosures: (i) to its directors, officers, employees, attorneys, and other agents as may be necessary to permit that Party to perform its obligations and to exercise its rights hereunder; and (ii) as it reasonably deems are required by law, and in such event, that Party will use its reasonable best efforts to notify the other Party in advance of any such disclosure required by law. The Parties' respective obligations under this paragraph shall survive the termination of this Agreement. The Parties hereto acknowledge that disclosure of the Submission will cause irreparable harm; consequently, each explicitly agrees that the other Party shall be entitled to seek injunctive relief, without the necessity of posting a bond or establishing the inadequacy of damages to prevent any violation or imminent violation of, or to compel specific performance with, this paragraph. Furthermore, all Parties understand and agree that the Submission and this Agreement are also protected by: (i) the Trade Secrets laws of each state where the Party 's Trade Secrets relate to the scope of work or services performed or to be performed under this Agreement; and (ii) the adoption by each state of the Uniform Trade Secrets Act.

36. FORCE MAJEURE. Except as otherwise expressly set forth herein, in the event a Party shall be delayed, hindered in, or prevented from, the performance of any act or obligation required hereunder, by reason of strike, inability to procure materials, failure of power, telecommunications or connectivity failure, exercise of civil authority, restrictive governmental laws, including but not limited to, the Defense Production Act, disaster declarations, regulations, slowdowns, stay in place orders/shelter at home orders, governmental shutdowns or similar governmental requirements, riot, insurrection, war, civil unrest, protests, wind or other inclement weather, act of God, pandemic, epidemic or other widespread illness, viral slowdown issues, such as from COVID-19 or any currently known or unknown viruses, or other event outside the reasonable control of that Party (each such cause or event is hereinafter referred to as a "Force Majeure"), then performance of such acts will be excused, for the period of delay or hinderance. The allowable time for performance of any such act shall be extended for a period equivalent to the period of such delay or hinderance. Any time a Party is experiencing a Force Majeure that is expected to result in a significant failure or delay, that Party will endeavor to give notice to the other party describing the Force Majeure and the nature of the failure or delay and giving an estimate as to how long the delay will last. A Party claiming an excusable delay or failure under this paragraph shall use reasonable efforts to alleviate or overcome the Force Majeure as soon as practicable. A Force Majeure event shall not excuse Customer from payment of the rental rate as originally agreed upon including any operator wages and benefits. If this Agreement is cancelled or terminated early due to Force Majeure, then Customer shall pay an additional two (2) months' rent as a cancellation fee.

37. THIRD PARTY BENEFICIARY. Nothing in this Agreement, expressed or implied, is intended to confer upon any person or entity, any rights, benefits, or obligations, other than the Parties and their legal successors and permitted assigns.

38. CHOICE OF LAW; VENUE. This Agreement and each of the Terms and Conditions and provisions contained herein, shall be governed by and interpreted in accordance with the laws of the state where work is being performed, and the Federal laws of the United States of America applicable therein, including but not limited to, federal transportation law while any cargo is in transit. However, if a state law requires that a construction indemnity statute apply to Equipment rented in the state where the Equipment is being used, then that state's laws shall apply. The venue for all disputes among and between the Parties concerning the validity, construction, or effect of this Agreement each of the provisions, rights and obligations set forth herein, shall be in the city, county and state where Company is located. This paragraph applies only to claims not covered by the provisions of the Dispute Resolution Agreement, annexed hereto as Exhibit A, and incorporated by reference herein.

39. NOTICE. All notices to be given pursuant to this Agreement shall be provided to the respective Party at the addresses listed in this Agreement, which shall be deemed to have been properly given when either: (i) personally delivered; or (ii) mailed by registered or certified mail, postage prepaid with return receipt requested; or (iii) delivered by private courier; or (iv) sent by email, electronic receipt requested. In the event a notice is not initially sent by email, a copy of any such notice shall also be provided to the respective Party by electronic mail. Notice by electronic mail shall become official notice under this Agreement, upon acknowledgment of receipt sent by the Parties through an email system such as Microsoft Outlook.

40. HEADINGS. The paragraph headings in this Agreement are inserted only as a matter of convenience and for reference, and shall not be interpreted to define, limit, or describe the scope or intent of this Agreement, or in any way affect this Agreement or its interpretation.

41. VALIDITY OF PROVISIONS. If any provision of this Agreement is ever determined to be invalid or unenforceable, that provision will be severed from the rest of this Agreement, and all of the other provisions of this Agreement will remain in full force and effect. The Parties agree that it is the intention of the Parties that this Agreement and each provision is valid and complies with all local, state and federal laws.

42. EXECUTION/COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original, but all of which, taken together, shall constitute one and the same document. The Terms and Conditions and all provisions of this Agreement shall not be altered in any manner except by written instrument signed by Company and Customer, and shall be binding upon, and inure to the benefit of, their respective and permitted successors and assigns.

43. AUTHORIZED SIGNATURE. In the event this Agreement has been executed by an individual on behalf of a corporation or other business entity, and this Agreement signed by Customer has been returned to Company, the person whose signature is affixed hereto and the entity for which the individual has signed this Agreement, represent to Company that the individual signing has full authority to execute this Agreement on behalf of that corporation or other business entity and to bind that corporation to the Terms and Conditions of this Agreement.

44. RIGHT TO CURE. If Customer fails to pay or perform any of its obligations under this Agreement, then Company may itself pay or perform such obligations and the amount of any payment plus Company's reasonable expenses in connection with such payment or performance, together with any interest due hereunder, shall be deemed additional rent, payable by Customer on demand.

45. SCOPE/COMMENCEMENT OF WORK. The work described herein will proceed as and when directed by Customer and/or the Lift Director.

Customer shall be conclusively deemed to have accepted these Terms and Conditions and to have entered into this Agreement with Company upon acceptance of delivery or otherwise taking possession of the Equipment, even if this Agreement has been presented to Customer but not yet signed by Customer.

46. PREVAILING AGREEMENT. As fully set forth in paragraph 1, the Terms and Conditions of this Agreement shall prevail over any similar or conflicting Terms and Conditions contained in any other agreement, contract, bid, offer or proposal of Customer, unless otherwise agreed to in a separate writing.

47. DISPUTES. All disputes will be resolved in accordance with the Dispute Resolution Provisions annexed hereto as Exhibit A and incorporated by reference herein.