LIONHEART CRITICAL POWER SPECIALISTS RENTAL TERMS AND CONDITIONS

1. TERMS

Customer's execution of this Contract or acceptance or possession of the Equipment, whichever occurs first, constitutes Customer's acceptance of these Terms and Conditions. These Terms and Conditions also apply to all past and future rentals under which Customer receives Equipment from LionHeart, unless otherwise agreed in writing.

Customer rents the Equipment from LionHeart pursuant to this Contract, which constitutes a true lease. The Equipment is and shall remain LionHeart's personal property and shall not be affixed to other property. Customer shall not pledge, encumber, or otherwise create or permit any lien or security interest in the Equipment.

2. PERMITTED USE

Customer acknowledges and agrees that:

(a) LionHeart has no control over the manner in which Customer or any person permitted by Customer operates the Equipment during the Rental Period;

(b) before each use and before return, Customer shall inspect the Equipment and confirm that it is in good condition, free of apparent defects, bears all required and readable decals, and is suitable for Customer's intended use;

(c) Customer shall ensure that only Authorized Individuals operate the Equipment and that all operators have access to and review applicable operating and safety instructions and use all required safety equipment;

(d) Customer is solely responsible for obtaining any operator or other training it considers necessary before use. LionHeart has no obligation to provide training unless Customer requests it in writing and LionHeart agrees in writing to provide it;

(e) Customer shall operate, maintain, and use the Equipment carefully, within its rated capacity, in accordance with all manufacturer instructions and applicable federal, state, and local laws, regulations, permits, licenses, and safety requirements, including applicable OSHA and ADA requirements;

(f) Customer shall immediately discontinue use and notify LionHeart if the Equipment becomes damaged, unsafe, disabled, or malfunctioning; if a warning indicator activates; if the Equipment is levied upon, threatened with seizure, or Lost; or if an Incident occurs;

(g) Customer is responsible for the Equipment and its use throughout the Rental Period regardless of who operates or possesses it;

(h) Customer is responsible for providing any legally required reasonable accommodation to Authorized Individuals;

(i) any apparent agent at the Site Address is authorized to accept delivery. If requested by Customer, LionHeart may leave the Equipment at the Site Address without obtaining a written receipt;

(j) Customer shall keep the Equipment in a secure location; and

(k) Customer shall provide LionHeart with complete and accurate information regarding Customer's intended use and requirements. Customer acknowledges that LionHeart may rely on that information when providing Equipment.

Customer acknowledges that it has received all information requested from LionHeart regarding operation of the Equipment.

3. PROHIBITED USE

Customer shall not:

(a) alter, remove, obscure, or cover any decal, insignia, operating or safety device, or instruction on the Equipment, or otherwise alter or tamper with the Equipment;

(b) assign its rights under this Contract;

(c) move the Equipment from the Site Address without LionHeart's prior written consent;

(d) use or permit the Equipment to be used in a negligent, illegal, unauthorized, or abusive manner;

(e) publicize the use of the Equipment in print, audiovisual, electronic, or other media without LionHeart's authorization; or

(f) permit anyone other than an Authorized Individual to use or operate the Equipment.

Customer acknowledges that the Equipment may be dangerous if improperly used or operated by untrained persons.

4. MAINTENANCE AND REPAIRS

Customer shall perform routine maintenance and inspections in accordance with manufacturer specifications, as applicable, including maintaining proper fuel and oil levels, grease, cooling and fluid systems, batteries, tires, and cleanliness.

All maintenance and repairs other than routine maintenance may be performed only by LionHeart or its authorized agents. LionHeart has no obligation during the Rental Period to inspect, maintain, or repair the Equipment unless Customer requests a service call.

Customer shall pay all repair charges, applicable fees, and continuing rental charges for repairs required for reasons other than Ordinary Wear and Tear. LionHeart is responsible for repairs resulting solely from Ordinary Wear and Tear.

If Equipment is stolen or damaged in excess of 40% of its full market value, Customer shall be responsible for the Equipment's full market value, plus applicable sales tax.

LionHeart may inspect the Equipment wherever located. Customer represents that it has authority to grant, and hereby grants, LionHeart and its agents reasonable access to the physical location of the Equipment for inspection, maintenance, repair, recovery, or other purposes permitted under this Contract.

Repair or replacement of the Equipment is Customer's exclusive remedy for LionHeart's breach of this Section.

If Customer is in breach of this Contract, LionHeart shall have no obligation to suspend rental charges, commence repairs, or provide replacement equipment unless and until Customer or its agent agrees to pay all applicable charges.

5. CUSTOMER LIABILITY; LOSS AND DAMAGE

During the Rental Period, Customer assumes all risk associated with possession, control, transportation, loading, unloading, and use of the Equipment, including risk of personal injury, death, theft, loss, damage, destruction, and continuing rental charges, whether or not Customer is at fault.

Following an Incident, Customer shall:

(a) immediately notify LionHeart, applicable law enforcement authorities when appropriate, and Customer's insurance carriers;

(b) secure and preserve the Equipment and surrounding premises, to the extent reasonably possible, in the condition existing at the time of the Incident until LionHeart or its agents have had an opportunity to investigate;

(c) promptly provide LionHeart with copies of all police and third-party reports; and

(d) pay all amounts due under this Contract, including rental charges accruing until damaged Equipment is repaired or replaced, plus either:

(i) the Equipment's full market value; or

(ii) the full cost of recovery and repair of the damaged Equipment,

as applicable.

Accrued rental charges shall not be credited against Customer's loss or damage obligations.

LionHeart has the immediate right, but not the obligation, to reclaim Equipment involved in an Incident.

6. NO WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY LAW, LIONHEART DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, INCLUDING WARRANTIES REGARDING DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

CUSTOMER ACCEPTS THE EQUIPMENT "AS IS, WHERE IS," WITH ALL FAULTS, AND ASSUMES ALL RISKS ASSOCIATED WITH ITS INSTALLATION, OPERATION, POSSESSION, AND USE.

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER RELEASES THE LIONHEART ENTITIES FROM LIABILITY FOR LOSSES OR DAMAGES, INCLUDING LOST PROFITS AND SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING FROM OR RELATING TO THE EQUIPMENT; ITS INSTALLATION, OPERATION, USE, DEFECT, OR FAILURE; LIONHEART'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT; OR ERRORS OR INACCURACIES IN INFORMATION PROVIDED BY CUSTOMER OR THIRD PARTIES AND RELIED UPON BY LIONHEART.

If Customer is a consumer under applicable law, any limitation or exclusion that may not lawfully apply to personal injury or other consumer claims shall apply only to the extent permitted by law.

7. RELEASE AND INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER SHALL INDEMNIFY, RELEASE, HOLD HARMLESS, AND, AT LIONHEART'S REQUEST, DEFEND THE LIONHEART ENTITIES, USING COUNSEL APPROVED BY LIONHEART, FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND LEGAL FEES, ARISING FROM OR RELATING TO:

(a) ANY INCIDENT;

(b) PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH;

(c) ACTUAL OR ALLEGED CONTAMINATION;

(d) ANY VIOLATION OF LAW OR REGULATION;

(e) CUSTOMER'S OR ANY PERMITTED THIRD PARTY'S ACCESS TO, POSSESSION, CONTROL, OR USE OF THE EQUIPMENT DURING THE RENTAL PERIOD; OR

(f) CUSTOMER'S BREACH OF THIS CONTRACT.

THESE OBLIGATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WHERE A CLAIM IS CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF AN INDEMNIFIED PARTY OR IS ASSERTED UNDER A THEORY OF STRICT OR ABSOLUTE LIABILITY.

To the extent permitted by applicable law, Customer waives any workers' compensation immunity applicable to these obligations.

Customer's obligations under this Section survive expiration or termination of this Contract.

8. INSURANCE

During the Rental Period, Customer shall maintain, at its own expense, insurance coverage of not less than **$1,000,000 per occurrence**, including coverage for Customer's contractual liabilities under this Contract, including its release and indemnification obligations.

Before any rental and at any time upon LionHeart's request, Customer shall provide certificates of insurance evidencing the required coverage.

Any insurance maintained by a LionHeart Entity shall be excess to Customer's insurance.

Required insurance does not limit or relieve Customer of any responsibility, indemnification obligation, liability, or other obligation arising under this Contract or applicable law.

9. AFTER-HOURS CANCELLATION AND MOBILIZATION

If Customer cancels an approved after-hours rental deployment, Customer shall pay all reasonable costs incurred as a result of the authorization and deployment, including mobilization and dispatch charges; preparation, loading, and unloading costs; delivery and return transportation charges; driver, shop, and technician labor; fuel; third-party charges; and applicable daily prime-shift rental charges incurred on Customer's behalf.

These charges may apply regardless of whether the Equipment has arrived at the Site Address at the time of cancellation.

10. LOST EQUIPMENT; RECOVERY AND SUBROGATION

If Lost Equipment is later recovered, LionHeart retains ownership of the Equipment regardless of any payment made by Customer or Customer's insurer relating to the loss. All such payments are non-refundable, and Customer shall promptly return recovered Equipment to LionHeart.

LionHeart shall be subrogated to Customer's rights of recovery against any person or entity relating to loss, theft, damage, or destruction of the Equipment. At Customer's expense, Customer shall reasonably cooperate with LionHeart, assign applicable claims and proceeds to LionHeart, execute necessary documents, and take other reasonable steps necessary to secure LionHeart's rights of recovery.

11. RENTAL RATES AND ADDITIONAL CHARGES

Rental charges stated in this Contract are estimates based on Customer's represented Rental Period and other information provided by Customer. Rates applicable beyond the estimated Rental Period may change.

Unless otherwise stated, rental rates are based on single-shift use. Additional charges may apply for multiple-shift or other excess use.

Weekly and four-week rental rates are not prorated. Rental charges accrue on Saturdays, Sundays, and holidays.

Unless expressly included in the Contract, quoted rental rates do not include, and Customer is responsible for, applicable:

(a) consumables;

(b) fees, licenses, taxes, and governmental charges arising from Customer's possession or use of the Equipment;

(c) additional charges for more than single-shift use;

(d) freight, transportation, delivery, pickup, and surcharge fees;

(e) maintenance, repairs, and replacement costs chargeable to Customer under this Contract;

(f) required cleaning;

(g) miscellaneous charges, including charges for lost keys; and

(h) fuel and refueling charges.

12. PAYMENT

Customer shall pay all rental charges, materials, services, and other amounts due under this Contract in full and without offset, in advance at the time of rental unless LionHeart agrees otherwise.

Customer must dispute any invoiced or charged amount, including a credit-card charge, in writing within 15 days after receipt of the applicable invoice or Contract. To the fullest extent permitted by law, failure to do so constitutes Customer's waiver of its right to dispute that amount.

At LionHeart's discretion, an account with a delinquent balance may be placed on a cash basis, deposits may be required, and LionHeart may recover the Equipment without notice, subject to applicable law.

Delinquent amounts are subject to a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law until paid in full. Customer shall reimburse LionHeart for reasonable costs incurred collecting delinquent amounts, including attorneys' fees. Payment of a late charge does not cure or excuse any other default.

IF CUSTOMER PRESENTS A CREDIT OR DEBIT CARD FOR PAYMENT OR AS A PAYMENT GUARANTEE, CUSTOMER AUTHORIZES LIONHEART TO CHARGE THAT CARD FOR ALL AMOUNTS DUE UNDER THIS CONTRACT AND ALL SUBSEQUENTLY INCURRED CHARGES, INCLUDING CHARGES FOR LOSS OF OR DAMAGE TO THE EQUIPMENT AND EXTENSIONS OF THE RENTAL PERIOD.

Where permitted by law, LionHeart may impose a credit-card surcharge of 2%, with a $3 minimum, on charge accounts. The surcharge will not exceed LionHeart's applicable merchant discount rate and may be subject to sales tax.

13. RETURN OF EQUIPMENT

LionHeart may terminate this Contract at any time and for any reason, subject to applicable law.

Customer shall return the Equipment at the end of the Rental Period in the same condition in which it was received, Ordinary Wear and Tear excepted, and free of hazardous materials and contaminants.

Customer remains responsible for the Equipment and all applicable charges until the Equipment has been properly returned to and accepted by LionHeart.

If LionHeart delivered the Equipment, Customer shall notify LionHeart when the Equipment is ready for pickup at the Site Address. Customer remains responsible for loss, theft, damage, or destruction until LionHeart confirms return of the Equipment in the condition required by this Contract. Rental charges cease as of the date LionHeart provides pickup confirmation, provided Customer has otherwise complied with this Contract.

LionHeart does not perform pickups on Saturdays, Sundays, or statutory holidays.

If Customer picked up the Equipment, Customer shall return it to the same LionHeart location during normal business hours.

If Equipment is not timely returned as required by this Contract, Customer shall continue to pay the applicable rental rate until the Equipment is returned.

14. DEFAULT AND REMEDIES

Customer is in default if LionHeart reasonably deems itself insecure with respect to Customer's performance or if Customer:

(a) fails to pay any amount when due;

(b) breaches this Contract;

(c) becomes subject to bankruptcy, insolvency, receivership, creditor protection, cessation of business, or seizure of material assets by a creditor;

(d) fails to maintain required insurance or otherwise places the Equipment at material risk;

(e) fails to return the Equipment immediately upon LionHeart's lawful demand; or

(f) defaults under another contract with LionHeart.

Upon default, LionHeart has all rights and remedies available under this Contract, at law, and in equity, including the right, to the extent permitted by law, to repossess the Equipment without judicial process or prior notice.

Customer shall reimburse LionHeart for reasonable collection costs, court costs, attorneys' fees, legal fees, and other costs incurred in exercising its rights and remedies.

LionHeart shall not be liable for seizure of Equipment pursuant to governmental authority.

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER WAIVES CLAIMS AGAINST THE LIONHEART ENTITIES ARISING SOLELY FROM A LAWFUL REPOSSESSION OF THE EQUIPMENT.

15. ENVIRONMENTAL SERVICES CHARGE

LionHeart may assess an Environmental Services Charge, plus applicable taxes, in connection with certain rentals to offset environmental-related costs, including waste disposal, cleaning facilities, equipment-efficiency initiatives, labor, and administration.

The Environmental Services Charge is not a tax or government-mandated charge, is not designated for any particular use or maintained in escrow, and is revenue retained and used by LionHeart at its discretion.

16. FUEL

Fuel is charged separately from the quoted rental rate.

If Customer returns Equipment with less fuel than it had when received, Customer shall pay a refueling charge calculated by multiplying the number of gallons required to restore the original fuel level by LionHeart's then-applicable Pay on Return per-gallon rate.

Because engine and fuel requirements vary, Customer shall confirm the applicable fuel specifications with LionHeart before fueling the Equipment.

LionHeart can coordinate fuel delivery upon request.

17. LIMITATION OF LIONHEART'S LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, LIONHEART'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE EQUIPMENT, INCLUDING LIABILITY ARISING FROM THE COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE, OR ACTIVE NEGLIGENCE OF LIONHEART, A LIONHEART ENTITY, OR ANY THIRD PARTY, OR FROM STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.

18. JURY TRIAL WAIVER

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AND LIONHEART KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS CONTRACT. THE PARTIES ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS CONTRACT.

19. ARBITRATION AND CLASS ACTION WAIVER

AT THE ELECTION OF CUSTOMER OR LIONHEART, ANY DISPUTE ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS CONTRACT SHALL BE RESOLVED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS.

Arbitration shall be administered by either the American Arbitration Association under its Commercial Arbitration Rules or JAMS under its Streamlined Arbitration Rules and Procedures. Judgment on the arbitration award may be entered in any court having jurisdiction.

NO PARTY MAY BRING OR PARTICIPATE IN A CLAIM IN ARBITRATION OR LITIGATION AS A PLAINTIFF, CLAIMANT, OR MEMBER OF A PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION. THERE SHALL BE NO RIGHT OR AUTHORITY FOR CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS-ACTION BASIS.

20. GOVERNING LAW; SEVERABILITY

This Contract and any related tort claims shall be governed by the laws of the State of Illinois, without regard to conflict-of-law principles.

If any provision of this Contract is prohibited, invalid, illegal, or unenforceable under applicable law, that provision shall be ineffective only to the extent necessary, and the remaining provisions shall remain in full force and effect.

21. FORCE MAJEURE

LionHeart shall not be liable to Customer or deemed in default or breach of this Contract for any failure or delay in performance to the extent caused by circumstances beyond LionHeart's reasonable control, including acts of God; flood, fire, earthquake, epidemic, pandemic, or explosion; war, invasion, hostilities, terrorism, riot, or civil unrest; governmental orders, laws, regulations, shutdowns, or actions; embargoes or blockades; national or regional emergencies; strikes, labor stoppages, slowdowns, or other industrial disturbances; shortages of adequate power or transportation; or other events beyond LionHeart's reasonable control.

22. MISCELLANEOUS

Entire Agreement. This Contract constitutes the entire agreement between the Parties regarding the Equipment and supersedes inconsistent terms contained in Customer purchase orders or other Customer documents. Except as otherwise expressly provided herein, this Contract may be modified only by a written amendment signed by the Parties.

Other Governing Agreements. If the Parties have a fully executed and active agreement expressly intended to govern conflicting terms and conditions, that agreement shall control to the extent of the conflict.

No Third-Party Beneficiaries. This Contract benefits only the Parties and their permitted successors and assigns and creates no legal or equitable right, benefit, or remedy in any other person.

Survival. Any Customer obligation that by its nature is intended to continue after expiration or termination of this Contract shall survive expiration or termination.

Subordination. Customer's rights in and to the Equipment are subordinate to the rights, title, and interests of persons having superior rights in the Equipment, including LionHeart's lenders.

Conflicting Terms. If provisions within this Contract conflict, the more specific provision shall control.

Headings. Section headings are for convenience only and do not affect interpretation.

Copies and Electronic Reproductions. A copy or reproduction of this Contract shall have the same validity as the original to the extent permitted by law.

No Waiver. LionHeart's failure or delay in enforcing any provision does not waive its right to enforce that provision or any other provision in the future.

Authority. Customer and the individual executing this Contract represent and warrant that the signer is at least 18 years old or the applicable age of majority, whichever is greater; has full authority to execute and deliver this Contract on Customer's behalf; and has authority to bind Customer to its terms.

Customer acknowledges that this Contract constitutes a legal, valid, and binding obligation of Customer, enforceable in accordance with its terms, subject to applicable law.