



STANDARD TERMS AND CONDITIONS (rev March 2015)

1) ACCEPTANCE. Rent Technologies, Inc. dba/CompURent (CUR) offers to rent computer equipment, systems or peripheral products ("Products") and any ancillary services related thereto ("Services") on these terms and conditions of rental. Acceptance of a quote or purchase order by CUR is expressly conditioned upon Renters assent to these terms and conditions such that the rights of the parties shall be governed exclusively by these terms and conditions. Any attempt by Renter to vary these terms and conditions in any acceptance, acknowledgment, confirmation or otherwise containing additional, different or inconsistent terms and conditions (collectively "Different Terms") is hereby expressly objected to and rejected by CUR. CUR's dealings with Renter or silence in response to Different Terms proposed by Renter shall not be deemed acceptance of the Different Terms. Renter's purchase/rental of Products or Services shall be deemed to constitute acceptance of these terms by Renter. No person, agent or party may enter or modify this order unless acknowledged in writing by an officer of CUR.

2) PAYMENT AND TERMS. A security deposit in the form of Mastercard, Visa, Discover or American Express credit card is required with a signed quote/purchase order. Checks are NOT accepted as security deposits. Rental charges are due upon delivery/pickup. Renter is responsible for all applicable sales taxes per the taxing authority at the place of delivery/pickup. CUR will charge the credit card for any outstanding rental, damage, cleaning or other applicable charges. We retain security deposit credit card funds until all Products have been returned and inspected and paid for in full.

Rental charges begin at the time Product leaves CUR and ends when it is returned or end of rental term, whichever is greater. It is the obligation of the renter to notify CUR when renter wished to terminate the rental.

If the contract is not extended and the renter fails to return Products, rental charges will accrue until equipment is returned. Failure to return Product shall be construed as theft and reported to the authorities. CUR shall be entitled to recover all costs and expenses (including, without limit reasonable attorneys fees and costs) incurred in any efforts to collect from Renter amounts that are past due under this agreement.

3) ADDITIONAL CHARGES. Any additional charges in the order will be billed as due. This includes requests for onsite set-up, networking and delivery place/area not accessible or not prepared for delivery. CUR current labor rate is \$85.00 per hour with an \$85.00 minimum charge. Networking charges are \$135.00 per hour with a \$135.00 minimum charge.

The renter is responsible for replacement value of all damaged, missing, stolen or lost equipment. Reimbursement to CUR for damages or replacement is due immediately or rental fee will be charged until CUR is reimbursed or the Product is repaired. UNDER NO CIRCUMSTANCES IS THE COMPUTER OR PERIPHERALS COVER TO BE OPENED WITHOUT PRIOR AUTHORITY.

All equipment must be returned to CUR in the same conditions it was received or charges will result. By signing this delivery receipt, the renter acknowledges receipt of the equipment in good order as listed on the quote/purchase order.

Renter acknowledges that Products will only be used at the designated address and only for the purpose for which it was manufactured and intended. Subleasing is prohibited without prior written permission from CUR.

4) CANCELLATION POLCIY. Cancellation of a rental contract may result in the cost of any labor and/or parts committed on behalf of the rental, plus the following:

- a) Less than 3 full business days prior to the rental start date will result in a cancellation fee of \$45
- b) Greater than 8 business hours, but less than 3 business days of the rental start date will result in cancellation fees of 50% of the rental contract.
- c) Within 8 business hours of the rental start date will result in a cancellation fee of 100% of the rental contract.

5) RENTER'S WARRANTY AS TO PROPER LICENSING. Renter warrants and represents to CUR that it is properly licensed for all software being used by their organization and shall hold CUR harmless from any claims or suits premised upon breach of any third party's proprietary rights with respect to such software.

CUR IS NOT RESPONSIBLE FOR SOFTWARE CONFLICTS.

6) INSURANCE. Proof of insurance may be required prior to rental of certain items at the discretion of CUR. CUR reserves the right to refuse service without reason.

7) SHIPPING. With respect to any products that are to be shipped, shipment shall be FOB CUR's place of business at Brookfield, Wisconsin, by common or contract carrier. Freight charges shall be Renter's responsibility. "Delivery," as that term is used in this agreement, shall be deemed completed when the goods have been placed into the hands of the common or contract carrier. CUR will not accept responsibility for the performance of any outside courier, delivery service or contract carrier. CUR offers local delivery service. Charges are based upon distance and size of order. Set-up and teardown services are also available. Out of town rentals are subject to all the above terms.

8) WARRANTY. All equipment is inspected before and after each rental. The renter is expected to know the operations and limitations of the items rented. If CUR is unable to duplicate problems or failures reported by renter, the rental charges will stand. Failure to understand the proper operation of the equipment or software will not be accepted as a reason for non-payment of rental charges. In the event of a verifiable equipment failure, CUR can only be held responsible for the rental charges and not for any related costs. Equipment problems must be reported immediately to CUR for resolution by replacement, repair or rental credit, at CUR's discretion.

9) FORCE MAJEURE. CUR's performance hereunder shall be excused if such nonperformance or delay of performance is due to causes beyond the reasonable control of CUR including, but not limited to, acts of God, acts of the public enemy, acts of the United States of America, or any state, territory or political subdivision thereof or of the State of Wisconsin, fires, war, riots, terrorism, floods, epidemics, quarantine restrictions, insurrection, strikes, labor shortage, materials shortage or freight embargoes. Any delay in performance due to the force majeure occurrence shall extend the period for performance for the duration of the delay.

10) EXCLUSIVE REMEDY/LIMITATION OF LIABILITY. Notwithstanding any other provision herein, CUR SHALL HAVE NO LIABILITY FOR SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, OR ANY LOST PROFITS, LOSS DATA, SYSTEM DOWNTIME OR OTHER ECONOMIC LOSSES WHETHER BASED IN WARRANTY, NEGLIGENCE, TORT, CONTRACT, OR OTHERWISE. IN NO EVENT SHALL CUR'S AGGREGATE LIABILITY UNDER ANY CIRCUMSTANCES EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY RENTER TO CUR DURING THE PERIOD OF THE CONTRACT PRECEDING THE CLAIM. Renter assumes all risk inherent in the operation and use of the Product(s) rented and agrees to assume the entire responsibility of the defense of and to pay, indemnify and hold Rent Technologies, Inc. dba/CompURent AND Vanguard Computers, Inc. harmless from and release from any and all claims for damage to property or bodily injury (including death) resulting from use, operation or possession of the Product(s) whether or not it be claimed or found that such damages or injury resulted in whole or in part from CUR negligence, from the defective condition of the equipment or any cause.

11) CHOICE OF LAW; JURISDICTION. This agreement, and any claim arising under it, or related to the transaction evidenced by it, shall be construed and determined under the laws of Wisconsin. CUR and/or Renter shall bring any such claim to court in Waukesha County in Wisconsin or the federal courts in Wisconsin as the sole and exclusive venue for disputes. CUR and Renter hereby submit to the jurisdiction of such courts.

12) ENTIRE AGREEMENT. This is the entire agreement of the parties respecting the sale of the products or services, sold hereunder. No modification, addition, or amendment shall be binding unless in writing and signed by both parties.

13) BINDING EFFECT. This agreement shall bind and inure to the benefit of the parties, and their respective heirs, successors, personal representatives, beneficiaries and assigns.

14) ATTORNEY FEES. In the event that legal action is taken by either party upon any claim arising from this agreement or in any way related to the transaction that is evidenced by this agreement, CUR shall, if it prevails, be entitled to recover from Renter its actual reasonable attorney fees incurred in connection therewith.

15) SEVERABILITY. If any portion of this agreement is determined by a court or government agency having competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall remain in full force and effect.

16) ADDITIONAL WORK. In the event that while in the process of providing the Products or Services covered by this agreement CUR agrees to provide additional products or services not specifically covered by this agreement, the terms and conditions of this agreement shall govern, unless otherwise provided in writing.

17) SUSPENSION OF PRODUCTS AND/OR SERVICES. CUR may, at its option, suspend providing Products and/or Services hereunder in the event that the Renter is delinquent on payment of any outstanding invoices.

Acceptance of these Standard Terms and Conditions is made by the Renters purchase of Products and/or Services from Rent Technologies dba/CompURent.