Heath Consultants Incorporated ("Heath")
General Terms and Conditions for Equipment Rental

These General Terms and Conditions for Equipment Rental pertain to the rental of all equipment and/or items listed on the rental agreement executed by and between the Customer and Heath or incorporated by reference in a rental confirmation from Heath to the Customer (however documented, the "Rental Contract"), including all parts and accessories associated with such equipment (collectively, the "Equipment"). By accepting the Equipment, the Customer agrees to be bound by these terms and conditions. These Terms and Conditions of rental together with the Rental Contract are collectively referred to herein as the "Agreement."

1. RENTAL PERIOD AND ACCOUNTS

Heath hereby rents the Equipment to the Customer for the period starting when the Equipment leaves Heath's premises or is delivered to the Customer and ending upon its return to Heath's premises or when picked up by Heath, subject to any minimum rental period charge set forth in the Rental Contract.

Any disputed invoices must be brought to Heath's attention within fifteen (15) days of receiving the invoices; otherwise, the invoices will be considered correct and undisputed. Heath, at its discretion, may place any account with an outstanding balance on hold, require deposits, and/or pick up the rented Equipment without further notice after allowing the Customer ten (10) days following written notice (including via email) to rectify any delinquency. The Customer acknowledges that if Heath engages a collection agency or attorney to enforce the Agreement, the Customer will be responsible for paying Heath's reasonable collection and attorney's fees and costs incurred in enforcing the Agreement, regardless of whether a lawsuit is filed.

Terms are NET 30 upon issuance of the invoice. Service charges will be applied to past due amounts at the lower of 1.5% per month or the maximum rate permitted by law.

2. RECEIPT AND USE OF EQUIPMENT

The Customer agrees not to abuse, harm, or operate the Equipment improperly, and to possess and operate it in compliance with all applicable laws and regulations. The Customer assumes full responsibility for the operation of the Equipment and shall only allow licensed, trained, and experienced operators to operate the Equipment in accordance with the Equipment's specifications and standard safety practices. The Customer shall not permit anyone other than qualified employees to operate the Equipment without Heath's express written authorization.

3. FAILURE OF EQUIPMENT

In the event of Equipment failure, the Customer must promptly notify Heath. The Customer shall not incur any expenses for Equipment repairs without Heath's written authorization.

4. RETURN OF EQUIPMENT

If Heath is responsible for delivering and picking up the Equipment, the Customer will be held responsible for any loss or damage to the Equipment from the time of Heath's delivery until it is picked up by Heath.

On the other hand, if the Customer has agreed to pick up the Equipment from Heath and return it, the Customer will be held responsible for any loss or damage that occurs to the Equipment or any third party from the moment of pickup until Heath regains physical possession.

In either case, the Customer assumes full responsibility for the Equipment until Heath regains physical possession. When returning the Equipment to Heath, it should be in the same condition and repair as when it was initially delivered to the Customer, with reasonable wear and tear allowed as outlined in Section 6.

5. LOST OR DAMAGED EQUIPMENT

Customer is responsible for any damage, loss, or theft of the Equipment up to the fair market value or the cost of repair and rental at the regular rental rate until repairs are completed. Heath shall be listed as loss payee for equipment rented, leased, or borrowed. However, the Customer is not held responsible for reasonable wear and tear. Reasonable wear and tear refers to the normal deterioration caused by ordinary and reasonable use. The following circumstances shall not be considered reasonable wear and tear: damage resulting from a lack of lubrication or recommended maintenance, and damage caused by improper operation, including overloading, or exceeding the rated capacity of the Equipment.

6. CONTINGENCIES

Heath shall not be in breach of the Rental Contract and shall not be liable for any non-performance or delay in performance if such non-performance or delay is due to a force majeure event of any kind or other circumstances beyond Heath's reasonable control, including but not limited to, shortages of labor, epidemic, energy, fuel, Internet slow-downs or failures (through denial of service, worms, telecommunications problems or the like), equipment failures, computer hackers, machinery or materials, technical or yield failures, war, civil unrest, any government act, law or regulation, including any judicial order or decree, any communication or power failure, labor dispute, natural disaster, fire, flood, earthquake, explosion, terrorist act or Act of God.

7. DISCLAIMER OF WARRANTY AND REMEDIES

HEATH WARRANTS THAT THE EQUIPMENT WILL BE DELIVERED IN GOOD OPERATING CONDITION. HEATH'S SOLE RESPONSIBILITY, AND THE CUSTOMER'S SOLE REMEDY, UNDER THE ABOVE WARRANTY SHALL BE, AT ITS OPTION, TO EITHER REPAIR OR SUITABLY REPLACE THE EQUIPMENT WITHIN A COMMERCIALLY REASONABLE TIME. THE ABOVE WARRANTY IS CONTINGENT UPON THE PROPER USE OF THE EQUIPMENT BY THE CUSTOMER AND SHALL NOT

APPLY IF ADJUSTMENT, REPAIR, OR REPLACEMENT IS REQUIRED BECAUSE OF ACCIDENT, MISUSE, IMPROPER HANDLING, IMPROPER OPERATION, IMPROPER MAINTENANCE, UNUSUAL PHYSICAL STRESS OR WEATHER CONDITIONS. THE FOREGOING IS THE EXCLUSIVE AND ENTIRE WARRANTY GIVEN IN CONNECTION WITH THE EQUIPMENT WHICH IS OTHERWISE BEING LEASED IN "AS IS" CONDITION. HEATH MAKES NO OTHER WARRANTY AND EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE EQUIPMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. HEATH SHALL NOT BE LIABLE FOR ANY DELAYS, WORK STOPPAGES, LOSS OF USE OF EQUIPMENT, LOST TIME, INCONVENIENCE, LOST PROFITS OR ANY OTHER DIRECT OR INDIRECT INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO THE POSSESSION, TRANSPORT, USE, OPERATION, CONTROL, MAINTENANCE AND/OR REPAIR OF THE EQUIPMENT, OR ANY LOSS, DAMAGE OR INJURY RESULTING THEREFROM.

Customer agrees that should Heath provide any advice in connection with the lease of the Equipment, such advice is not intended to constitute professional advice or any other type of advice and shall be provided on an "as is" basis.

8. INDEMNITY, LIMITATIONS, AND DAMAGES DISCLAIMER

a. **General Limitations.** IN NO EVENT SHALL HEATH BE LIABLE FOR ANY SPECIAL, COLLATERAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS RENTAL CONTRACT OR THE USE OF THE EQUIPMENT PROVIDED HEREUNDER, REGARDLESS OF WHETHER HEATH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO CLAIM, SUIT OR ACTION SHALL BE BROUGHT AGAINST HEATH MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS OCCURRED.

b. **Specific Limitations**.

i. IN NO EVENT SHALL HEATH'S AGGREGATE LIABILITY FROM ANY WARRANTY, INDEMNITY, OR OTHER OBLIGATION ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO THIS RENTAL CONTRACT, OR THE USE OF ANY HEATH EQUIPMENT PROVIDED HEREUNDER, EXCEED THE LESSER OF (X) TOTAL AMOUNT PAID TO HEATH FOR THE PARTICULAR EQUIPMENT LEASED UNDER THIS RENTAL CONTRACT WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED OR (Y) $25,000. THE EXISTENCE OF MORE THAN ONE CLAIM AGAINST THE EQUIPMENT LEASED TO CUSTOMER UNDER THIS RENTAL CONTRACT SHALL NOT ENLARGE OR EXTEND THIS LIMIT.

ii. NOTHING IN THIS RENTAL CONTRACT SHALL BE INTERPRETED AS REQUIRING HEATH TO INDEMNIFY CUSTOMER OR ANY OF CUSTOMER'S INDEMNITEES (INCLUDING A THIRD PARTY) FOR ANY HARM CAUSED BY THE IMPROPER

CALIBRATION OF THE EQUIPMENT, ANY USE OF THE EQUIPMENT THAT IS UNSAFE OR CONTRARY TO THE INSTRUCTIONS PROVIDED BY HEATH, OR THE FAILURE TO MAINTAIN THE EQUIPMENT IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY HEATH.

c. **Indemnity.**

SUBJECT TO THE TWO PRECEDING SUBSECTIONS, EACH PARTY TO THIS RENTAL CONTRACT SHALL INDEMNIFY, AND HOLD HARMLESS THE OTHER PARTY, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ALL LOSSES, LIABILITIES, COSTS, AND EXPENSES OF ANY KIND, INCLUDING REASONABLE ATTORNEYS' FEES, WHICH ONE PARTY, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS MAY INCUR, BECOME LEGALLY RESPONSIBLE FOR, OR PAY OUT AS A RESULT OF BODILY INJURY, INCLUDING DEATH, TO ANY PERSON, DAMAGE TO ANY PROPERTY, OR BOTH, TO THE EXTENT CAUSED BY THE OTHER PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL EITHER PARTY BE OBLIGATED TO INDEMNIFY OR BE HELD RESPONSIBLE, IN ANY MANNER WHATSOEVER, FOR THE NEGLIGENCE OF THE OTHER PARTY, OR THE NEGLIGENCE OF A THIRD PARTY. THIS INDEMNIFICATION OBLIGATION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS RENTAL CONTRACT. SUBJECT TO THE FOREGOING, CUSTOMER ACKNOWLEDGES THAT IT HAS A SUPERIOR KNOWLEDGE OF THE ULTIMATE USE OF HEATH'S GOODS OR SERVICES AND CUSTOMER ACTS AS A LEARNED INTERMEDIARY IN REGARD TO SUCH ULTIMATE USE. CUSTOMER SHALL SAVE, DEFEND, INDEMNIFY, AND HOLD HEATH HARMLESS FROM AND AGAINST ALL CLAIMS ASSERTED AGAINST OR SUFFERED BY HEATH BY REASON OF, ARISING OUT OF, OR IN ANY WAY RELATED TO, CUSTOMER'S USE (OR ANY SUBSEQUENT END-USER'S USE) OF HEATH'S GOODS OR SERVICES, OR CUSTOMER'S NEGLIGENCE OR WILLFUL MISCONDUCT. WITHOUT LIMITATION, CUSTOMER'S OBLIGATION TO SAVE, DEFEND, INDEMNIFY AND HOLD HEATH HARMLESS SHALL EXIST WITH RESPECT TO ACCIDENTS, OCCURRENCES, DISEASE, INJURIES TO PERSONS (INCLUDING DEATH), ENVIRONMENTAL OR OTHER PROPERTY DAMAGE, PROPERTY OR ECONOMIC LOSSES, AND VIOLATION OF APPLICABLE LAW OR REGULATION.

9. **CLAIMS BARRED**

Except as otherwise set forth in this Rental Contract, any claim Customer has against Heath with respect to this Rental Contract or the Equipment must be brought against Heath within ninety (90) days of discovery of such claim or the claim will be barred, and Heath shall have no liability against Customer with respect to such claim.

10. FAILURE TO DELIVER

The Customer releases and discharges Heath from all liability or damages (including consequential and special damages) that might be caused by Heath's failure or inability to deliver any Equipment by any specified date or time.

11. INSURANCE

Heath does not provide, extend, or afford any insurance coverage to Customer or authorized operator(s). The Customer shall maintain Commercial General Liability insurance that covers all operations and contractual obligations (including the indemnity obligation set forth in Section 11) with minimum limits of $1,000,000 per occurrence and shall name Heath as an additional insured with a waiver of subrogation. The Customer's worker's compensation coverage shall provide $1,000,000 Employers Liability limits and include a waiver of subrogation provision for Heath. The Customer's insurance shall be primary and non-contributory in relation to any insurance carried by Heath. **The Customer shall provide coverage for Heath for any losses, claims, accidents, or incidents arising from the Customer's use of the Equipment, including claims of negligence or other wrongdoing on behalf of Heath.**

The Customer shall provide a certificate of insurance to Heath as evidence of the insurance coverages. The certificate should state that coverage will not be canceled without 30 days' prior written notice to Heath.

12. SUBLETTING AND LOCATION

The rented Equipment shall not be sublet, assigned, re-rented, or loaned, except with the advanced written consent of Heath.

13. RETAKING OF EQUIPMENT

If the Equipment is not returned at the termination of the rental or if it becomes necessary for Heath to retake the Equipment to protect it or Heath from loss or damage, Heath and its agents may enter the Customer's property to retake the Equipment, without notice or legal process. The Customer waives all rights to a prior judicial hearing in such cases. Heath and its agents may take all reasonably necessary actions to retake the Equipment and the Customer waives any claims for damages and losses, both physical and pecuniary, resulting from Heath retaking the Equipment. The Customer agrees to reimburse Heath for all costs and expenses incurred in retaking the Equipment.

14. COMPLIANCE WITH LAW AND SAFETY REGULATIONS

As Heath has no control over the use of the Equipment by the Customer, the Customer agrees, at its sole expense to comply with all laws and regulations, including the Occupational Safety and Health Administration Act of 1970 (OSHA) as well as all other federal, state, and local laws, regulations, and ordinances, that may affect the Equipment, or its operation, while in the Customer's possession. **The Customer shall indemnify and hold Heath harmless from any**

liability or expense, including attorney fees, arising from any actual or asserted violations of such laws, regulations, and ordinances.

15. LEGAL FEES AND VENUE

Customer shall be responsible for paying Heath's reasonable legal fees, court costs, and agency fees incurred in enforcing these terms and conditions, if Heath prevails in such action. Both parties agree that the Agreement is to be interpreted under the laws of the State of Texas. In the event of legal action to enforce the Agreement, the jurisdiction and legal venue shall be Harris County, Texas. However, Heath reserves the right to bring legal action in the jurisdiction from which the Equipment was rented, and the laws of that jurisdiction, at the option of Heath, shall govern the Agreement. **THE CUSTOMER WAIVES THE RIGHT TO A JURY TRIAL OF ANY OR ALL CLAIMS OR DISPUTES THAT MAY ARISE FROM THE AGREEMENT.**

16. TAXES

Prices quoted by Heath to Customer do not include applicable taxes or duties. Customer shall bear and pay all taxes (excluding Heath's income taxes), duties, levies and other similar charges imposed, levied by any governmental authority arising out of, in connection with, or relating to this Rental Contract, including, without limitation, withholding, sales, use, value added, registration, excise, documentary taxes, duties, levies and other charges.

17. AUTHORITY TO SIGN

Any individual signing the Rental Agreement represents and warrants that they are of legal age and have the authority and power to sign on behalf of the Customer.

18. SOFTWARE LICENSE

If and to the extent the Equipment include any software of Heath (the "Bundled Software"), Customer's use of such Bundled Software will be subject to the terms of the License Agreement for Software which can be found at https://heathus.com/about/legal/ Customer confirms that it shall only use the Bundled Software for Customer's internal business operations and not for resale. Customer is prohibited from outsourcing, renting, or time-sharing the Bundled Software. Further, no warranty or term of this Rental Contract shall serve to benefit any person or entity other than the Customer.

19. RESTRICTIONS

All rights provided to Customer in relation to the Equipment (including the Bundled Software) are provided to Customer on the condition that Customer shall not, and shall not allow any third party to, copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Equipment (including the Bundled Software), or any part thereof,

or otherwise attempt to discover any source code of the Bundled Software, modify the Equipment in any manner or form, including for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Equipment. Customer is expressly prohibited from licensing use of or granting access to the Equipment (including the Bundled Software) to any third parties other than Customer's employees and contractors performing services for the internal business operations of Customer (collectively "Authorized Users"). Customer is responsible for the compliance of all Authorized Users with these terms and any other terms related to the Bundled Software.

20. **EXPORT CONTROL**

Customer agrees to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any Equipment acquired from Heath under this Rental Contract. Accordingly, Customer shall not sell, export, re-export, transfer, divert or otherwise dispose of any such Equipment, technical data, software, or software source code directly or indirectly to any person, firm, entity, country, or countries prohibited by the United States ("U.S.") or applicable non-U.S. laws. Customer and its personnel, representatives or subcontractors will comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and the OECD Convention for Combating Bribery of Foreign Public Officials in International Business Transactions, as well as the laws of the countries in which (i) Customer and Heath conduct business, and (ii) the Goods are used by Customer. Customer agrees that it will not, in connection with transactions contemplated in this Rental Contract, or in connection with any other business transactions involving Heath, transfer, provide, pay, or grant anything of value, directly or indirectly, to any Public Official, employee of a government-controlled company, political party or any other third party to obtain any improper benefit or advantage.

21. **TRACKING AUTHORIZATION**

Heath reserves the right to install and utilize GPS tracking devices on any Equipment rented for the purposes of location monitoring, asset management, theft prevention, and contract compliance. By accepting the Equipment, Customer expressly acknowledges and consents to Heath's use of GPS tracking technology on the Equipment.

Customer agrees not to tamper with, disable, remove, or otherwise interfere with any GPS tracking device installed by Heath. Any such action will be considered a material breach of the Rental Contract and may result in immediate termination of the rental, recovery of the Equipment, and the imposition of applicable damages.

All GPS tracking data collected by Heath shall be used solely for the purposes stated herein and handled in accordance with applicable privacy and data protection laws.

22. ENTIRE AGREEMENT

This Rental Contract constitutes the entire agreement between the parties relating to the lease of the Equipment and supersedes all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No prior representations or statements relating to the lease of the Equipment made by any Heath representatives, which are not stated herein, shall be binding on Heath. No addition to or modification of any provision of this Rental Contract shall be binding upon Heath unless made in writing and signed by a duly authorized Heath representative. No course of dealing or trade usage or course of performance shall be relevant to explain or supplement any term in this Rental Contract. These terms and conditions shall prevail not withstanding any different, conflicting, or additional terms and conditions that may appear on any order or other writing not expressly incorporated herein, including but not limited to data sheets, application notes and order acknowledgements. The section headings contained in this Rental Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Rental Contract.