

Rental Agreement

Expedite Video Conferencing Services, Inc. Rental Agreement

RENTAL AGREEMENT (“Agreement”) dated as of _____ between Expedite Video Conferencing Services, Inc. (Expedite) and _____ (“Customer”) having a place of business at _____

1. *Products Rented.* Expedite Video Conferencing Services agrees to rent to Customer and Customer agrees to rent from Expedite Video Conferencing Services the products (“Products”) described in the attached Rental Schedule (“Rental Schedule”).

2. *Term and Termination.* The term of this Agreement shall begin upon delivery of the Products to Customer and shall continue for the period set forth in the Rental Schedule. Customer will make the Products available for pickup at the end of the term. If the Products are not made available for pickup, Customer shall pay to Expedite Video Conferencing Services an amount equal to the sum of 1/30th of the monthly rental for each day after the scheduled end of term plus an administrative fee of \$300.00 plus any costs incurred by Expedite as a result of the delay.

3. *Rent and other Payments.* Customer shall pay to Expedite Video Conferencing Services an amount equal to the sum of (i) the monthly rent (“Rent”) set forth on the Rental Schedule, (ii) freight to and from Customer’s location, (iii) all applicable sales and/or use taxes, and (iv) all costs required for the delivery, installation, deinstallation and return of the Products.

4. *Warranties/Disclaimer.* Expedite Video Conferencing Services warrants that, during the term of this Agreement, the Products will be free from defects in materials and workmanship and will conform to published specifications. At its option and expense and within 48 hours of receiving written notice of an alleged defect, Expedite Video Conferencing Services will use commercially reasonable efforts to repair, modify or replace any Product which does not conform to this warranty. Provided said defects are not caused by customer or their affiliates. Notwithstanding anything herein to the contrary, Expedite Video Conferencing Services does not warrant that the use of the Products will be uninterrupted or error free. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE PRODUCTS FURNISHED HEREUNDER. Expedite Video Conferencing Services DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. *Title, Relocation, Assignment.* Title to the Products will remain with Expedite Video Conferencing Services and Customer shall hold the Products subject and subordinate thereto. Customer shall, at its expense, defend Expedite Video Conferencing Services title against all persons claiming against or through Customer and shall at all times keep the Products free and clear from any liens or encumbrances. CUSTOMER MAY NOT RELOCATE, SELL OR CONVEY THE PRODUCTS OR ASSIGN ITS RIGHTS OR OBLIGATIONS HEREUNDER WITHOUT Expedite Video Conferencing Services PRIOR WRITTEN CONSENT. Expedite Video Conferencing Services may assign all or a portion of its rights and obligations hereunder.

6. *Care, Use, Maintenance, Repair and Risk of Loss.* Customer will provide adequate storage and care for the Products and keep them in good condition and working order. Customer shall retain all

original packing material. Customer shall use the Products in accordance with the manufacturer’s guidelines and shall do nothing to invalidate the manufacturer’s warranties and/or maintenance services for the Products. Any damages resulting from Customer’s misuse of the Products will be repaired at Customer’s expense prior to their return to Expedite Video Conferencing Services.

7. *Representations and Warranties of Customer.* Customer represents and warrants that execution, delivery and performance of this Agreement by the Customer have been duly authorized by all necessary corporate action; that the individual executing such was duly authorized to do so; and the Agreement constitutes a legal, valid and binding obligation of the Customer enforceable in accordance with its respective terms.

8. *Return of Products.* The Products shall be packed in the original packing material in accordance with the manufacturer’s instructions. The Products shall be in the same operating condition and appearance, less normal wear and tear. All items returned to Expedite Video Conferencing Services in addition to the Products shall become property of Expedite Video Conferencing Services. Any failure of the Customer to return the Products in accordance with this Agreement shall be at Customer’s expense.

9. *Indemnity.* Customer shall indemnify and hold Expedite Video Conferencing Services harmless from and against any and all claims, costs, expenses, damages and liabilities, including reasonable attorney’s fees (“Claims”), arising out of the selection, possession, renting operation, control, use, maintenance, delivery, return or other disposition of the Products. Customer shall carry bodily injury and property damage liability insurance during the term of this Agreement in amounts and against risks customarily insured against by the Customer for equipment owned by it.

10. *Risk of Loss.* From delivery of the Products to Customer until their return to Expedite Video Conferencing Services, Customer will be responsible for all risks of physical damage to or loss or destruction of the Products. If any Product is lost, destroyed or rendered unusable, Customer shall promptly notify Expedite Video Conferencing Services and Customer shall pay to Expedite Video Conferencing Services the aggregate unpaid rent plus the fair market value of the Products, as reasonably determined by Expedite Video Conferencing Services (the “Casualty Value”). After payment of the Casualty Value and all other amounts due and owing, Customer’s obligation to pay further rent for such Products shall cease.

11. *Default.* Customer shall be in default hereunder upon (i) failure to pay any amount due within 10 days of the due date thereof, (ii) failure to perform any covenant, condition or agreement hereof where such failure continues for 10 business days after notice thereof to Customer; or (iii) any representation or warranty made by Customer to Expedite having been incorrect when made or (iv) Customer shall generally not pay its debts as they become due; file or have filed against it a petition under any bankruptcy or insolvency law, make an assignment for the benefit of its creditors, consent to the appointment of custodian, receiver, trustee or other officer with similar powers of itself or any substantial part of its property, be adjudicated insolvent or be liquidated, or take any action for the purpose of the foregoing; or (v) Customer terminating its existence by merger, consolidation, sale of substantially all of its assets or otherwise; or (vi) the relocation, transfer or assignment of the Products or Customer’s interest hereunder without the consent of Expedite Video Conferencing Services.

12. *Remedies.* Upon Customer’s default, Expedite Video Conferencing Services may do any or all of the following: (i) take immediate possession of the Products by summary proceedings or otherwise without liability to Customer; (ii) sell, rent, or otherwise dispose of the Products; (iii) correct the default on behalf of and at the expense of Customer; (iv) terminate this Agreement, whereupon Customer shall pay to Expedite Video Conferencing Services as liquidated damages and not as a penalty, an amount equal to all

accrued and unpaid Rent plus all other amounts owed to Expedite Video Conferencing Services hereunder; and (v) exercise any other right or remedy, including specific performance or damages for the breach hereof, including reasonable attorneys' fees and court costs. Each remedy shall be cumulative and in addition to any other remedy referred to above or otherwise available to Expedite Video Conferencing Services at law or in equity. No express or implied waiver of any default shall constitute a waiver of any of Expedite Video Conferencing Services other rights.

13. *Infringement Claims.* If a claim is made or an action brought that the Products infringe a U.S. patent, copyright, trademark or trade secret, Expedite Video Conferencing Services will defend Customer against each claim and will pay resulting costs, damages and attorney's fees finally awarded, provided that (i) Customer promptly notifies Expedite Video Conferencing Services in writing of the claim, (ii) Expedite Video Conferencing Services has sole control of the defense and all related settlement negotiations, and (iii) Customer cooperates in such defense. The obligations of Expedite Video Conferencing Services are conditioned on Customer's agreement that if Product, or use or operation thereof, becomes, or in the opinion of Expedite Video Conferencing Services is likely to become, the subject of such a claim, Expedite Video Conferencing Services may at its expense either procure the right for Customer to continue using the Product, or at the option of Expedite Video Conferencing Services, replace or modify the Product so that it becomes non-infringing (provided such replacement or malfunction does not materially adversely affect Customer's use of the Product as contemplated hereunder). If neither of the foregoing alternatives is available, on terms which are reasonable to Expedite Video Conferencing Services, Customer will return the Product to Expedite Video Conferencing Services on written request and Expedite Video Conferencing Services will credit or refund to Customer, at Customer's option, the rental fees paid for such Product.

Expedite Video Conferencing Services will have no liability for any claims based upon the combination, operation, or use of any Product with equipment, software or data whether or not capable of achieving the same results or based upon alteration of the Products or modification of any software supplied by Expedite Video Conferencing Services.

14. *Entire Agreement.* Other than as set forth herein, there are no agreements, written or oral, between Expedite Video Conferencing Services and Customer with respect to the Products. This agreement may not be modified except by a writing signed by both parties.

15. *Survival of Obligations.* All agreements, representations and warranties contained in this Agreement shall be for the benefit of Expedite Video Conferencing Services and shall survive the expiration or other termination hereof.

16. *Notices.* Any notice to either party by the other shall be given in writing and shall be deemed received upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular or airmail to the address for such party first set forth above or at such changed address as may be subsequently submitted by written notice of either party.

17. *Applicable Law.* This Agreement shall be governed and construed in accordance with the laws of the State of New York.

18. *Additional Matters.* Customer shall promptly execute and deliver to Expedite such further documents and take such further actions as Expedite may require in order to more effectively carry out the intent and purposes hereof.

19. *Software License.* Expedite grants to Customer a non-transferable, non-exclusive license to use any software forming part of the Products ("Software") as follows:

1. Customer may:
 - (a) use Software as expressly authorized by this license, and
 - (b) hold the Software in confidence and disclose it only to its employees and consultants who require disclosure and who are subject to confidentiality obligations at least as strict as these.
2. Customer may not:
 - (a) print, copy, modify, translate, reverse compile, decompile, or reverse engineer Software, or,
 - (b) remove any Expedite or affiliates copyright, trademark, or any other proprietary notice from the Software.

These obligations will survive notwithstanding the termination of expiration of this Agreement or of licenses granted hereunder. Any breach of these will allow Expedite to immediately terminate this Agreement and pursue any other legal or equitable remedies available to it and immediately terminate any or all licenses granted hereunder.

20. *Limitations of Liability.* EXCEPT AS PROVIDED IN SECTION 13 Expedite's LIABILITY WILL BE LIMITED TO ACTUAL DIRECT DAMAGES APPROXIMATELY CAUSED BY Expedite's NEGLIGENT ACTS OR OMISSIONS, SUBJECT TO A MAXIMUM LIABILITY OF THE GREATER OF \$25,000 OR THE RENTAL FEES PAID FOR THE SPECIFIC PRODUCT OR SERVICE WHICH CAUSED SUCH DAMAGE. IN NO EVENT WILL Expedite BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF Expedite HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. NO LIMITATION AS TO DAMAGES FOR PERSONAL INJURY ARE HEREBY INTENDED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on or as of the day and year first above written.

Customer

By: _____

Title: _____

ExpediteVideo Conferencing Services, Inc.

By: _____

Title: _____