

HTE TECHNOLOGIES

1. TERMS AND CONDITIONS OF SALE

HTE Technologies, a Tavoron company, (the “Company”), agrees to sell, and Purchaser agrees to buy, the equipment for the price and upon the terms set forth herein and in the purchase order or quote provided by the Company (the “Purchase Order”). Unless otherwise stated in the Purchase Order, prices are in U.S. Dollars and are F.O.B. shipper’s dock. Payment terms are net 30 days after invoice date. Down payments of the invoiced purchase price (“Purchase Price”) for equipment shall be as stated in the Purchase Order. If not stated otherwise in the Purchase Order, for any Purchase Order or group of related Purchase Orders that are in excess of \$100,000 total, 30% of the Purchase Price will be due simultaneously with the placement and acceptance of the Purchase Order. The remainder of the Purchase Price will be payable as set forth above. Payments received after the due dates shall bear interest at the rate of 1.5% for each month, or portion of the month, until paid. Purchaser agrees to pay any reasonable attorney’s fees, and other related costs, incurred to enforce payment collection. Missing, incorrect or different payment terms on any documentation or purchase order provided by Purchaser may cause delays in acceptance and confirmation of a Purchase Order.

PRICE-TAXES: All prices are exclusive of taxes and are F.O.B. point of manufacture or origin, unless otherwise stated. All applicable duties, sales, use or excise taxes will be added to the Purchase Price and itemized and/or invoiced separately.

PURCHASER’S COSTS UPON CANCELLATION: If Purchaser terminates or cancels a Purchase Order after acceptance by the Company, the Purchaser will pay to the Company a cancellation fee. For standard Company stocked equipment, the cancellation fee will be 20% of the equipment price, payable net 30 days within the cancellation date. For equipment that is not stocked by the Company or subject to customization by the Company, the cancellation fee will be a percentage of the Purchase Order value based on the time which has lapsed from the date of the Purchase Order to the scheduled shipped date (“Order Delivery Period”). Below is a chart which sets forth the amount of the additional cancellation fee for such non-stocked equipment.

PERCENTAGE LAPSE OF ORDER DELIVERY PERIOD	PERCENTAGE OF PURCHASE ORDER PAYABLE
0-20%	10%
20-40%	30%
40-60%	50%
60-80%	70%
80-100%	90%

The cancellation fee for non-stocked or special order equipment is required to cover sales of the administrative costs incurred and is payable within 30 days of the date of cancellation.

CONFLICT BETWEEN DOCUMENTS: Acceptance of any Purchase Order is expressly conditioned upon agreement to all terms and conditions contained herein. In the event of a conflict between terms and conditions of Purchaser's purchase order and Company's Terms and Conditions, proposal or Purchase Order, the latter shall govern, unless otherwise agreed to by the Company in writing.

CHANGE ORDERS: Company will not accept responsibility for offsets, back charges, change orders, or other expenses for field repairs, or modifications or additions to equipment supplied hereunder pursuant to warranty liability, if any, unless specifically authorized in writing, it being the intent of Company to perform such repairs, modifications or additions at Purchaser's or manufacturer's own expense.

RISK OF LOSS: The risk of loss shall transfer to the Purchaser upon delivery to Purchaser's agent and/or common carrier for the purpose of delivery.

TITLE: Title and ownership to the equipment sold pursuant to the Agreement shall remain in Company until payment is made in full, including any additional charges provided for herein, and Purchaser expressly agrees to keep in full force fire, theft, and accidental insurance for the benefit of both parties as their interest may appear from the date of delivery. Should Purchaser default in any payment, or any part thereof, then Purchaser authorizes and empowers Company to repossess the equipment or any part thereof. Such removal, if made by Company, shall not be deemed a waiver of Company's right to damages it sustains as a result of Purchaser's default, and Company shall have the right to enforce any other legal remedy or right.

Proprietary Property – The Company's designs, specifications, documentation, inventions, prototypes, concepts, software, technologies and other information about its products or processes in whatever form, including that which may be embodied in goods or services provided, is deemed to be the proprietary property of the Company. All applicable rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights associated with the proprietary property shall be with and will remain in the Company, regardless of whether such rights pertain to goods developed for the Purchaser. The license to use the proprietary information provided by the Company is not transferrable to any other application and cannot be assigned to any other third party without the written consent of the Company.

FORCE MAJEURE: Company shall not be liable for any failure or delay resulting from fire, explosion, flood, storm, act of God, government acts, orders or regulations, civil disturbances, equipment or material shortages, supply chain delays, contingencies or other circumstances which are beyond the control of Company which prevent or hinder fulfillment of the contract or which make its fulfillment impracticable and in any case, Company shall not be liable for consequential damages or incidental damages without regard to cause.

WARRANTY AND DISCLAIMER: The Company warrants that at the time the equipment is delivered to the Purchaser, the Company will have full right, power and authority to sell the equipment to Purchaser.

With respect to equipment manufactured by the Company and which is new upon sale, the Company make the following warranties and disclaimers:

All equipment is warranted to be free from defects in material and workmanship under normal use and service, with proper maintenance for a period as expressed in the written warranty supplied or, if no

warranty period is specified, the warranty period shall be 12 months from the date of delivery by the Company. Said warranties are limited at the Company's option, to repair or replacement of the defective part, provided that such part is returned to the Company, transportation prepaid, for inspection and approval. This warranty does not cover equipment which has been subject to misuse, abuse, misapplication or tampering in such a manner as to affect normal performance.

THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FOR FITNESS FOR ANY PARTICULAR PURPOSE, PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING UPON COMPANY'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT. COMPANY SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE EQUIPMENT OR ITS USE BY PURCHASER, AND COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH COMPANY'S FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER OR THE SALE OR DELIVERY OF THE EQUIPMENT.

With respect to new equipment not manufactured by the Company, the Company makes no warranty against patent or latent defects in material workmanship or capacity of the equipment, nor a warranty that the equipment will satisfy the requirements of a law, rule or specifications or contract which provides for specific equipment or operators, or special methods; all liability arising therefrom are assumed by Purchaser at its sole risk and expenses, it being understood that Purchaser agrees that the equipment is of a size, design and capacity selected by Purchaser, that the same is suitable for its purpose, and that Company has made no representation or warranty, express or implied, with respect to the equipment, except by referring Purchaser to the express published warranty of the manufacturer, if any. Company shall make available to Purchaser benefits of any and all guaranties or warranties received by Company from manufacturer insofar as the same provided for the repair or replacement of equipment or parts thereof.

Used equipment is sold without warranty as is and with all defects unless otherwise expressly agreed to by the Company in writing.

MISCELLANEOUS: Purchaser agrees that this transaction shall be governed by the laws of the State of Missouri and constitutes the entire agreement between the parties, superseding all prior agreements and understandings. Except as herein provided, no provision of this Agreement shall be waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the waiving Party.

Purchaser consents to the jurisdiction of the courts of the State of Missouri and/or the Federal District Court for the Eastern District of Missouri, State of Missouri only, for the purpose of resolving all issues of law, equity or fact arising out of or in connection with this agreement and that venue for the purpose of all such suits shall be in St. Louis County, State of Missouri only.

Any Notice provided for herein shall be sufficient if in writing and if sent by registered or certified mail to the parties at the addresses provided by each of the Parties.

ATTORNEY'S FEES AND COURT COSTS: In the event Purchaser shall default under any of the terms and conditions of this Agreement, including payment of the Purchase Price and any other costs or charges incidental thereto, Company shall be entitled to recover its reasonable attorneys' fees and disbursements incurred in collecting or attempting to collect the balance of any sums due and owing or to cure any other default.

WARNING: ROBOTS, AUTOMATED EQUIPMENT, HYDRAULIC AND PNEUMATIC POWER SYSTEMS CAN FAIL THROUGH MISUSE, AGE OR MALFUNCTION. THE SYSTEM DESIGNER IS WARNED TO CONSIDER THE FAILURE MODES OF ALL COMPONENTS USED IN THE DESIGN AND ENGINEERING OF ALL SYSTEMS AND TO PROVIDE ADEQUATE SAFEGUARDS TO PREVENT PERSONAL INJURY OR DAMAGE TO EQUIPMENT IN THE EVENT OF SUCH FAILURES.

2. RENTAL TERMS AND CONDITIONS

Customer's rental of the Equipment is conditioned upon Customer's agreement with these terms together with the provisions of the executed rental contract between Customer and HTE Rental Service (the "Contract"). All of the terms herein are incorporated into all current and future contracts between HTE Rental Services, a Tavoron company, or affiliated Tavoron entities, ("HTE Rental Service") and Customer upon Customer's use of HTE Rental Service's equipment under those contracts, unless modified in writing by HTE Rental Services. Any contrary or conflicting reference in Customer's purchase order or any other Customer document (except for any executed Customer credit application or additional terms which are required by law) shall be void and deemed rejected. "Customer" is identified on the Contract or elsewhere, and includes any representatives, agents, officers, or employees of Customer and anyone signing the Contract on their behalf. "Equipment" is the equipment and/or services identified in the Contract or elsewhere, together with all replacements, repairs, additions, attachments and accessories thereto. Customer represents that the "Site Address" is the location where the Equipment will be located throughout the Rental Period and is identified in the Contract or elsewhere. "Store" is the applicable HTE Rental Services store location identified in the Contract. "HTE Rental Services" includes its affiliated companies, their respective officers, directors, employees and agents.

RENTAL CONTRACT. HTE Rental Services hereby rents to Customer and Customer rents from HTE Rental Services the Equipment pursuant to the Contract and these terms and conditions. Customer shall pay HTE Rental Services the rental rates (including any minimum rental identified in the Contract) and other charges described herein when due, return the Equipment to HTE Rental Services as required herein and otherwise comply with the Contract. The Contract is a true lease. The Equipment (a) is and shall remain the personal property of HTE Rental Services; (b) shall not be considered affixed to real property; and (c) shall be maintained by Customer such that the equipment may be removed without damaging any building or property.

PERMITTED USE. Customer agrees that HTE Rental Services has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits. Customer warrants that: (a) prior to each use of the Equipment, Customer has or will inspect the Equipment to confirm that the Equipment is in good condition, without defects, includes readable decals and operating and safety manuals and is suitable for Customer's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer

requests early morning delivery, Customer authorizes HTE Rental Services to leave the Equipment at the Site Address without requirement of written receipt); (c) Customer shall immediately notify HTE Rental Services if the Equipment is lost, damaged, stolen, unsafe, disabled, or malfunctioning, defects are discovered, the Equipment is levied upon or threatened with seizure, or if an Incident (defined below) occurs; (d) Customer has received from HTE Rental Services all information needed or requested regarding the operation of the Equipment; (e) HTE Rental Services is not responsible for providing operator or other training unless Customer specifically requests and pays for training that HTE Rental Services has agreed to provide (Customer being responsible to obtain all training that Customer desires from third parties if HTE Rental Services does not provide such training, prior to the Equipment use); (f) only authorized individuals shall use and operate the Equipment ("authorized individuals" being those who are familiar with and properly trained to use the Equipment and who are not under the influence of drugs or alcohol); (g) the Equipment's use shall be in a careful manner, in compliance with all operation and safety manuals and other instructions provided on, in or with the Equipment, and all Federal, State and local laws and licenses, including but not limited to, OSHA, as revised; and (h) the Equipment shall be kept in a secure location.

PROHIBITED USE. Customer shall not (a) alter, disfigure or cover up any numbering, lettering, decals, or insignia on the Equipment or remove any operation or safety manuals; (b) assign its rights under the Contract; (c) move the Equipment from the Site Address without HTE Rental Services' written consent of the new location; (d) intentionally damage the Equipment; (e) use the Equipment in a negligent, reckless, illegal, unauthorized or abusive manner nor allow the operation of the equipment for an illegal purpose or by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

MAINTENANCE. Customer shall perform routine maintenance of the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, filters, cooling system, water, batteries, cutting edges, and cleaning accordance with the manufacturer's specifications (all other maintenance or repairs may only be performed by HTE Rental Services, but HTE Rental Services has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call.) If HTE Rental Services determines that repairs to the Equipment are required, other than Ordinary Wear and Tear, Customer shall pay the full cost of repairs and rental of the Equipment until repairs are completed. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for one shift use. HTE Rental Services has the right to enter, inspect and observe the use of the Equipment wherever located. Customer has the authority to and hereby grants HTE Rental Services the right to enter the physical location of the Equipment for the purposes set forth herein. HTE Rental Services shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for HTE Rental Services' breach of this Contract. Notwithstanding HTE Rental Services' service commitment, HTE Rental Services shall have no obligation to (a) repair or replace Equipment damaged by Customer's breach of this Contract or other misuse, abuse or neglect; or (b) stop the Rental Period, commence repairs or rent other equipment to Customer until Customer's insurance company has inspected such Equipment and agreed to pay or paid for such costs.

CUSTOMER LIABILITY FOR DAMAGE AND LOSS. CUSTOMER ASSUMES DURING THE RENTAL PERIOD (DEFINED BELOW) ALL RISKS ASSOCIATED WITH THE POSSESSION, CUSTODY AND OPERATION OF AND FULL RESPONSIBILITY FOR, THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY,

DEATH, RENTAL CHARGES, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING TRANSPORT, LOADING AND UNLOADING. "Incident" is any fire, citation, theft, accident, casualty, loss, injury, death or damage to person or property, claimed by any person, or may be or appears to have occurred on, in connection with, or around the Equipment. After an incident, Customer shall (a) immediately notify the police and HTE Rental Services; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until HTE Rental Services and/or its designees investigate such Incident; (c) immediately after receipt submit to HTE Rental Services copies of all police or other third party reports and notify HTE Rental Services of any other reports; and (d) pay HTE Rental Services, in addition to other sums due herein the rental rate for Equipment until the repairs are completed or Equipment replaced plus (i) the manufacturer's list price on the date of the loss ("MSLP") of the lost or destroyed Equipment ("lost" being when Equipment's location is unknown, or Customer is unable to recover for a period of 30 days); or (ii) the full cost of repairs of damaged Equipment. Accrued rental charges shall not be applied against such additional amounts. HTE Rental Services shall have the immediate right, but not obligation to reclaim any Equipment involved in any Incident.

NO WARRANTIES. HTE Rental Services does not design or manufacture the Equipment and is not the agent of the party(ies) that do. HTE RENTAL SERVICES DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST HTE RENTAL SERVICES CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES HTE RENTAL SERVICES FROM ANY AND ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF HTE RENTAL SERVICES'S OBLIGATIONS HEREIN.

RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLD HTE RENTAL SERVICES HARMLESS AND AT HTE RENTAL SERVICES' REQUEST, DEFENDS (WITH COUNSEL APPROVED BY HTE RENTAL SERVICES) FROM AND AGAINST ALL LIABILITIES, CLAIMS LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, ANY DAMAGE TO PROPERTY, INJURY TO, OR DEATH OF, ANY PERSON OR ANY CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE USE, POSSESSION OR CONTROL OF THE EQUIPMENT DURING THE RENTAL PERIOD OR BREACH OF A CONTRACT, WHETHER OR NOT CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF A CONTRACT. IF ANY PART OF THIS SECTION IS DETERMINED INVALID BY A COURT OF COMPETENT JURISDICTION, CUSTOMER AGREES THAT THIS RELEASE AND INDEMNIFICATION SHALL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW.

INSURANCE. During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage; (a) general liability insurance of not less than \$1,000,000 per occurrence, including but not limited to, coverage for Customer's contractual liabilities herein (including the release and indemnification clause contained herein); (b) property insurance against loss by all risks to the

Equipment, in an amount at least equal to the Manufacturer's Retail Price thereof; and (c) if the Equipment is to be used on any roadway, automobile liability and physical damage insurance (including comprehensive and collision coverage, a non-owned vehicle endorsement and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b). Such policies shall be primary (and not on an excess basis), on an occurrence basis, name HTE Rental Services as an additional insured and loss payee and provide for HTE Rental Services to receive at least 30 days prior written notice of any cancellation or material change in such coverage. Customer shall provide HTE Rental Services with certificates of insurance evidencing the coverage required above prior to any rental and any time upon HTE Rental Services' request (failure to provide such certificates may constitute a breach of this Contract). THE INSURANCE REQUIRED HEREIN DOES NOT RELIEVE CUSTOMER OF ANY CUSTOMER'S RESPONSIBILITIES, INDEMNIFICATION OR OTHER OBLIGATIONS HEREIN, OR FOR WHICH CUSTOMER MAY BE LIABLE BY LAW OR OTHERWISE.

RENTAL PERIOD. "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store during normal business hours, provided Customer has otherwise complied with this Contract and the Equipment is in the condition required herein. HTE Rental Services may terminate a Contract at any time, for any reason, after the estimated Rental Period identified in a Contract. If Customer elects for HTE Rental Services to pick up the Equipment, the day Customer calls HTE Rental Services and receives a Pick Up Number (defined below), Customer may receive a credit for the rental charges from the date the Pick Up Number is given (so that the Rental Period ends on the date the Pick Up Number is given), provided Customer has otherwise complied with the Contract and the Equipment is in the condition required herein.

RENTAL RATES. The total charges specified in the Contract are; (a) estimated based upon Customer's representation of the estimated Rental Period identified on the front of the Contract (rental rates beyond the estimated Rental Period may change); and (b) for the Equipment's use for "one shift" being not more than 8 hours per day and 40 hours per week unless the daily rental rate shall apply. Customer shall notify HTE Rental Services if the Equipment is used in excess of the above number of hours or the estimated Rental Period, and if so used, Customer shall pay additional fees. In addition to the rental rates and other fees for the Equipment, Customer is responsible for (i) all licenses, fees and taxes based on Customer's use of the Equipment; (ii) delivery and pickup costs to and from the Store; (iii) maintenance, repairs, and replacements to the Equipment as provided herein; (iv) a cleaning fee if the Equipment is returned unclean; (v) fees for lost keys; (vi) fuel used during the Rental Period (Customer may either return the Equipment fully fueled or a fuel charge shall be assessed (designed to cover HTE Rental Services' direct and indirect costs of handling and disposing of wastes and hazardous materials). The environmental charge is not a government mandated charge. Payment for all estimated charges is due at the time of rental, in cash or by a credit card, unless HTE Rental Services approves Customer's executed credit application.

PAYMENT. Customer is liable for and shall pay all rental charge(s) and applicable federal, state, and/or local taxes without any offsets, deductions or claims, in full no later than the end of the Rental Period, or if an approved credit customer, upon receipt of HTE Rental Services' invoice. Customer must notify HTE Rental Services in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts and the amounts shall be deemed final and binding. At HTE Rental Services' discretion, any credit amount with a delinquent balance may be placed on a cash basis, deposits may be

required, and the Equipment be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Deposits are only required to be returned after all fees and expenses paid in full. Customer agrees that if a credit card is presented to pay for charges or to guarantee payment, Customer authorizes HTE Rental Services to charge the credit card the estimated charges specified in a Contract, any required security deposit and all additional charges subsequently incurred by Customer, including but not limited to, loss or damages to the Equipment. Customer's obligations to return and pay for the amounts due herein shall survive the Rental Period and termination of this Contract.

LOSS OR DAMAGE TO EQUIPMENT. Customer shall be responsible for all damage or loss to the Equipment incurred or arising during Customer's use or possession of the Equipment or the transit of the Equipment.

RETURN OF EQUIPMENT. At the end of the Rental Period, the Equipment shall be returned to HTE Rental Services in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. The Rental Period and a Contract shall not terminate, and rental charges shall continue to accrue until HTE Rental Services confirms that the Equipment is returned in the condition required herein. If HTE Rental Services delivered the Equipment to Customer, Customer shall notify HTE Rental Services that the Equipment is ready to be picked up at the Site Address and obtain a "pick-up" number from HTE Rental Services evidencing such call ("Pick-Up Number"); provided Customer remains liable for any loss of or damage to the Equipment until HTE Rental Services confirms that the Equipment is returned in the condition required herein (which Pick Up Number Customer should keep for its records as proof of such call). No pickups occur on Sundays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. Any loss of or damage to the Equipment resulting from a return other than as set forth above shall be Customer's sole responsibility. If the Equipment is not returned by the estimated end of the Rental Period specified on the front of a Contract, in addition to the charges set forth in a Contract, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period, rates and other fees for the Equipment, Customer is responsible for (i) all licenses, fees and taxes based on Customer's use of the Equipment; (ii) delivery and pickup costs to and from the Store; (iii) maintenance, repairs, and replacements to the Equipment as provided herein; (iv) a cleaning fee if the Equipment is returned unclean; (v) fees for lost keys; (vi) fuel used during the Rental Period (Customer may either return the Equipment fully fueled or a fuel charge shall be assessed (designed to cover HTE Rental Services' direct and indirect costs of handling and disposing of wastes and hazardous materials). The environmental charge is not a government mandated charge. Payment for all estimated charges is due at the time of rental, in cash or by a credit card, unless HTE Rental Services approves Customer's executed credit application.

DEFAULT. Customer shall be in default if Customer: (a) fails to pay sums when due; (b) breaches any provision of a Contract; (c) becomes a debtor in a bankruptcy proceeding, or goes into receivership; (d) places the Equipment at risk if HTE Rental Services, in good faith, deems itself insecure; (e) fails to return Equipment immediately upon HTE Rental Services' demand; or (f) is in default under any other contract with HTE Rental Services. If a Customer default occurs, HTE Rental Services shall have, in addition to all rights and remedies at law or in equity, the right to enter the Site Address or wherever the Equipment is located and repossesses the Equipment without judicial process or prior notice. Customer shall pay all of

HTE Rental Services' costs, including reasonable costs of collection, court costs and attorney's fees incurred in exercising any of its rights or remedies herein. The use of false identification to obtain Equipment or the failure to return the Equipment by the end of the Rental Period maybe considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws. CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST HTE RENTAL SERVICES FOR SUCH ENTRY OR REPOSSESSION.

FINANCING. This Contract and all of Customer's rights in and to the Equipment are subject and subordinate to all rights, title and interest of all persons (including, HTE Rental Services' secured lenders) who have financed or leased the Equipment or provided financing to HTE Rental Services and Customer agrees to confirm this in writing at the request of HTE Rental Services.

LIMITATION OF HTE RENTAL SERVICES' LIABILITY. IN CONSIDERATION OF HTE RENTAL SERVICES'S RENTAL OF THE EQUIPMENT TO CUSTOMER, CUSTOMER AGREES THAT HTE RENTAL SERVICES' LIABILITY WITH RESPECT TO A CONTRACT, INCLUDING ANY LIABILITY ARISING FROM HTE RENTAL SERVICES' OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT OR CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THE APPLICABLE CONTRACT.

MISCELLANEOUS. If the Contract identifies any Equipment that is to be purchased by Customer, HTE Rental Services sells and delivers such Equipment to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to HTE Rental Services of the full purchase price of the Equipment. HTE Rental Services retains title to the Equipment until Customer has paid in full. The Contract: (a) together with any Customer executed credit application constitutes the entire agreement of the parties regarding the Equipment and may not be modified except by written amendment signed by the parties; and (b) shall be governed by the laws of the State of Missouri, without regard to any conflicts of law principles. If any provision of this Contract is prohibited by law in any state, such provision shall, as to such state, be ineffective to the extent of such prohibition without invalidating the remaining provisions. Headings in a Contract are for convenience only. Any failure by HTE Rental Services to insist upon strict performance of any provision of a Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer, and the person signing a Contract, represent that: (i) they both have full authority to execute, deliver and perform the Contract; and (ii) the Contract constitutes a legal, valid, and binding obligation of Customer, enforceable in accordance with its terms.

10-28-2024

3. WEBSITE TERMS AND CONDITIONS

USE OF SITE: By accessing or using the HTE Technologies ("HTE") web site (the "Site"), you intend to and expressly agree to be bound by all the website terms and conditions of this agreement ("Agreement"). HTE grants you a limited, non-exclusive, revocable license to access and make personal and non-commercial use of this Site. This Site, or any portion thereof, may not be reproduced, duplicated, copied, modified, altered, disseminated, downloaded or otherwise exploited for any commercial purpose without prior written consent of HTE. You further agree to use the Site only for lawful purposes. All rights not expressly granted herein are expressly reserved by HTE. HTE reserves the right to modify or amend the Site at any time without notice.

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