

Berrington Equipment Rental Agreement

1. DEFINITIONS

"ASTM" means the American Society for Testing and Materials.

"Additional Mileage Charge" means the number of miles in excess of the specified number of miles per billing cycle. See Section 30.9.

"Alarm Monitoring Services" means any professional, monitoring, deployment, installation, configuration, activation, and other services offered or provided by Berrington Rentals or its subcontractors and purchased by Customer that are related to the Alarm Monitoring System. Alarm Monitoring Services are deemed to be Services under this Agreement. See Section 37.1.

"Alarm Monitoring System" means an integrated security system consisting of hardware, software, monitoring services, and live view capabilities designed to enable real-time surveillance, motion detection, alarm notification, event recording, and remote access to visual feeds and system status for the purpose of monitoring Customer job sites, equipment yards, facilities, or other designated locations. Alarm Monitoring Systems are deemed to be Equipment under this Agreement. See Section 37.1.

"Agreement" means the Reservation Details (as defined below), together with the Damage Waiver and any associated Rental and Service Agreement (as defined below), including these Rental and Service Terms which are incorporated by reference therein.

"Authorized Operators" means employees of Customer (or, if Customer is an individual, only by Customer) who have received training and instruction from Berrington in the safe operation of the Wedge System. See Section 32.1.

"Autonomous Equipment" means self-guided (by software or otherwise) equipment. See Section 34.

"Autonomous Equipment Data" means information, including personal information and other information, regarding the use and operation of the Equipment. See Section 34.

"Berrington" means Berrington Rentals (North America), Inc.

"Credit Card" means the credit card provided by Customer as part of this Agreement or otherwise kept on file with Berrington.

"Cull Mat" means a returned Mat that it is not suitable for further use. See Section 36.5.2.

"Customer" means the person or entity identified in the Reservation Details or any representative, agent, officer, or employee of Customer.

"Customer Devices" means Customer-supplied or Customer-sourced dashboard cameras, telematics equipment and devices, and/or other digital and audio recording, or tracking devices in the Vehicle. See Section 30.13.

"Database Information" means information related to any Qualified Operators that may use a Telematics Device or Dash Cam. See Section 31.1.

"Equipment" means any one or more of the items identified as rental items in the Reservation Details and any accessories, attachments or other similar items delivered to Customer.

"Dash Cam" means dashboard cameras and/or digital and audio recording devices. See Section 31.

"Environmental Service Charge" means a discretionary service charge for certain rentals to comply with federal and state environmental regulations and to promote a clean environment. See Section 17.

"Event" means an occasion when Berrington receives data from the Customer's device or a third party that requires or triggers Alarm Monitoring Services. See Section 37.1.

"Feedback" means communications or materials sent or transmitted by Customer or any of its employees or contractors to Berrington suggesting or recommending changes to the Wedge System, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like. See Section 32.8.

"Fluid Solutions" means fluid storage, transfer, and/or treatment. See Section 27.

"Fluid Solutions Services" means the design, installation, operation, ongoing maintenance, monitoring, and dismantling of the Fluid Solutions system. See Section 27.

"Force Majeure" means fire, war, insurrection, act of terrorism, riots, flood, hurricane, typhoon, earthquake, tornado, mudslide, tsunami, and any other natural disaster, pandemic, or other causes beyond the reasonable control and not due to the fault of the non-performing party. See Section 45.

"HVAC" means Heating, Ventilation and Air Conditions. See Section 28.

"Heater" means any space heater manufactured by third parties that Berrington has rented (or has agreed, or is agreeing, to rent) to Customer under the Rental and Service Agreement. See Section 32.

"Insolvent" means the Customer has not paid, is unable to pay, or admit their inability or anticipated inability to pay its debts as such debts become due. See Section 21 for the complete definition.

"Licenses and Permits" means professional licenses, licenses, and permits which may apply to the use of the Equipment or the receipt of Services. See Section 8.

"Mats" mean mats and any tracking technology included thereon, which shall be deemed Equipment under this Agreement. See Section 36.

"Monitoring Hours" means the specified times in which Alarm Monitoring Services are required. See Section 37.1.

"Observer" means an on-Site person to observe the installation of a trench/shoring system. See Section 24.

"Off-ROW" means off-right of way.

"Portable Sanitation Services" means the periodic removal of domestic septic waste, cleaning of the portable restroom, holding tanks and other equipment, and the replenishment of supplies used with the equipment. See Section 26.1.

"Power and HVAC Services" means power and Heating, Ventilation and Air Conditions system start-up support, installation of low voltage cables, installation of temporary chilled water piping, on-Site training for Customer's employees, 24/7 technical assistance and on-Site support, and monitoring of selected installing trades. See Section 28.

"Prohibited Applications" means the use of Telematics Devices in a manner that was not designed or intended for its use. See Section 31.8.

"Qualified Operator" means any individual who is permitted by Customer to operate the Vehicle within the United States. See Section 30.1

"Raw Data" means information about the Site and the functionality of the Wedge System at the Site in connection with Customer's use of the Wedge System. See Section 32.4.

"Reasonable Wear and Tear" means the normal deterioration of the Equipment caused by ordinary and reasonable use on a one-shift basis. See Section 12.

"Refueling Service Charge" means a service charge applied to all Equipment not returned with a full tank of fuel. See Section 16.

"Regulated Materials" means any material, substance, or waste that falls into one of five categories described in Section 7.2.1.

"Rental and Service Agreement" means the agreement made between Customer and Berrington for Berrington to rent Equipment and/or provided Services, whether that Agreement is made in person at the Store Location, online, or at the time of Equipment delivery, and which incorporates by reference these Rental and Service Terms and which identifies the Equipment to be rented by Customer. The Agreement incorporates these Rental and Service Terms by reference.

"Rental Out" means the rental is on rent out in the field to a customer.

"Rental Period" means the time between the Rental Out and Scheduled In, set forth in the Rental and Service Agreement, except that the Rental Period may terminate earlier as provided in Sections 21 and 42 hereof or if Customer returns the Equipment earlier.

"Replacement Fee" means a fee set forth in the Reservation Details, which will be assessed for any Mat not returned at the end of the Rental Period or returned damaged. 36.5.2.

"Representative Samples" means samples taken from various internal parts of the Equipment after cleaning. See Section 7.2.4.

"Reservation Details" means the Equipment, Services, Rental Period, delivery information, payment information and other information set forth on the confirmation/order summary screen or the Rental and Service Agreement, as the case may be.

"Routine Maintenance" means the replacement of consumable items such as motor oil, radiator coolant, brake fluid, power steering fluid, wiper blades, filters, and brake pads. See Section 30.14.

"Scaffolding Services" means the installation and dismantling of scaffolding, including all parts and accessories thereto. See Section 25.

"Schedule In" means the date the rental is set to be returned to Berrington.

"Service" or **"Services"** means the delivery, installation, pick up and repair of Equipment, and other services provided by Berrington or its subcontractors in connection with the rental of Equipment purchased by Customer.

"Site" means Customer's job site, worksite, or project location where the Equipment will be located and/or where the Services will be performed.

"Site Contact" means an individual authorized by the Customer to receive notifications, alerts, and communications from Alarm Monitoring Services on behalf of Customer, including but not limited to calls regarding alarm activations, system malfunctions, and other Events. The Customer shall provide Berrington with current contact information for each Site Contact and shall promptly notify Berrington of any changes to this contact information or designation. See Section 37.1.

"Smart Heater Control Box" means a control box device that may be connected to a Heater through its thermostat receptacle. See Section 32.

"Smart Heater Documentation" means documentation describing the operation of the Smart Heater Control Box and Software. See Section 32.

"Smart Heater System" means, collectively, the Wedge System Documentation, Smart Heater Control Box, and the Software. See Section 32.

"Snow-Loaded Structure" means a Temporary Structure that is withstanding the weight and/or pressure of snow accumulation. See Section 35.5.1.

"Software" means a secure website that may be accessed via Customer's network. See Section 32.

"Specialty Media" means specialty filtration materials purchased in connection with the rental of Equipment used for Fluid Solutions. See Section 27.

"Staging Area" means a specific area designated for shipping/delivery location for Mats. See Section 36.1.

"Staging Yard" means a specific yard designated for shipping/delivery location for Mats. See Section 36.5.1.

"Storage and Office Solutions Services" means the delivery, installation, and removal of storage containers, ground level offices, office trailers, modular buildings, tent and fabric building structures, and parts and accessories thereto. See Section 33.

"Store Location" means the Berrington address set forth in the Rental and Service Agreement.

"System" means trench/shoring system. See Section 24.

"TCA" means thermocouple adapters. See Section 32.

"Tanks" means the Equipment identified as rental items as part of the Fluid Solutions Services in which Customer stores materials.

"Telematics Device" means devices such as, including but not limited to, on-equipment devices, wearable devices, and any other telematics and/or recording devices, related accessories, and the Management System, but shall exclude any Customer Devices or third-party portal or management tool not operated, approved or supplied by Berrington. See Section 31.

"Tool Services" means tool tracking services, tool tracking software, utilization data (via printed/electronic reports), an on-Site technician to manage tools and other equipment, and a tool room, if needed. See Section 29.

"Taxes" means sales tax; goods and services tax; property taxes or other taxes; levies and assessments required to be collected by Berrington from Customer at any time upon, or in respect of, the Equipment, Services and/or this Agreement.

"Temperature Measurement Tool" means a tool which assists in estimating the temperature of poured concrete, installed roofing or other objects at a Site. See Section 32.3.

"Temporary Structure" means tents, clear span tents, frame tents, pole tents, tension structure tents, or any other industrial tent or temporary shelter, including all accessories provided therewith. All Temporary Structures shall be deemed Equipment under this Agreement. See Section 35.

"Trench Services" means the engineering, delivery, and pickup of the trench/shoring system. See Section 24.

"Vehicle" means a motor vehicle or EV identified as the rental item(s) in a Rental and Service Agreement, reservation detail, or similar document. For avoidance of doubt, a Vehicle is Equipment. See Section 30.

"Vehicles" collectively refers to each such Vehicle.

"Vehicle Tracking Devices" means electronic service technology, telematics data collection, tracking and/or related services such as a telematics device, and/or cameras located inside and/or outside the vehicle. See Section 31.11.1.

"Wedge System" means a remote monitoring system, which consists of a gateway and various wireless sensors that allow for remote monitoring and start-up/shutdown of any space heaters. See Section 32.

"Wedge System Documentation" means the Wedge System along with any related hardware documentation. See Section 32.

2. AUTHORITY TO SIGN; FORM CONTRACTS

Any individual signing the Agreement represents and warrants that he or she is of legal age and has the authority and power to sign this Agreement on behalf of Customer.

3. INDEMNITY / HOLD HARMLESS

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD BERRINGTON, AND ALL OF ITS RESPECTIVE OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND AFFILIATES, PARENTS AND SUBSIDIARIES, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGE, OR COSTS (INCLUDING, BUT NOT LIMITED TO, LEGAL FEES, LOSS OF PROFIT,

BUSINESS INTERRUPTION OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES RELATING TO PROPERTY DAMAGE, BODILY INJURY, OR DAMAGES RELATING TO WRONGFUL DEATH) ARISING OUT OF OR RELATED TO THE

(A) INSTALLATION, OPERATION, USE, ALTERATION, MODIFICATION, REMOVAL, POSSESSION, OR RENTAL OF THE EQUIPMENT, (B) CLAIMS BY ANY CUSTOMER, INDEPENDENT CONTRACTOR, OR CUSTOMER EMPLOYEE, AGAINST CUSTOMER, INCLUDING BUT NOT LIMITED TO ANY CLAIM THAT CUSTOMER FAILED TO DISCLOSE OR OBTAIN CONSENT TO DATA COLLECTION CONTEMPLATED UNDER THIS AGREEMENT, OR

(C) ERRORS, OMISSIONS, INACCURACIES OR MISREPRESENTATIONS (WHETHER INTENTIONAL OR INADVERTENT) IN THE DOCUMENTS OR OTHER INFORMATION PROVIDED BY CUSTOMER OR OBTAINED FROM OTHERS (INCLUDING ANY THIRD-PARTY DOCUMENTS OR DOCUMENTATION), UPON WHICH BERRINGTON RELIES WHEN PROVIDING THE EQUIPMENT OR SERVICES.

THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST BERRINGTON BASED UPON STRICT OR PRODUCT LIABILITY CAUSES OF ACTION. HOWEVER, CUSTOMER SHALL NOT BE OBLIGATED TO INDEMNIFY BERRINGTON FOR THAT PART OF ANY LOSS, DAMAGE, OR LIABILITY CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF BERRINGTON.

IN FURTHERANCE OF, BUT NOT IN LIMITATION OF THE INDEMNITY PROVISIONS IN THIS AGREEMENT, CUSTOMER EXPRESSLY AND SPECIFICALLY AGREES THAT THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY CUSTOMER ENJOYS FROM SUITS BY ITS OWN EMPLOYEES. THE DUTY TO INDEMNIFY WILL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THE AGREEMENT.

4. INSPECTION OF EQUIPMENT

Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer further acknowledges that Customer has inspected the propulsion tank of Vehicles registered and licensed, or required to be registered and licensed, for use on any highway or public road prior to taking possession thereof, and such propulsion tank contained no dyed fuel. Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues, and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any. Customer acknowledges Berrington is not responsible for any damage to Customer's towing vehicle caused by detachable hitches or mirrors. With respect to the rental of Tanks, Customer shall take independent action to ensure that any materials Customer stores in the Tanks are chemically compatible with the Equipment. Customer shall provide Berrington with the safety data sheet or verified laboratory tests that identify the material Customer stores in the Tanks. For Tanks subject to the West Virginia tank law, Customer agrees that Customer has received a copy of the Certificate to Operate for each Tank identified rented under this Agreement. If Customer discovers any malfunction or defect in Equipment, Customer shall promptly notify Berrington. Customer shall abide by all third-party manufacturer requirements regarding repair, maintenance, and notice.

5. LIMITATION OF LIABILITY

In no event shall Berrington be liable or responsible to Customer or any other party for:

- (i) any loss, damage or injury caused by, resulting from, or in any way connected with the Equipment, its operation or its use, or Services;
- (ii) Berrington's failure to deliver the Equipment as required hereunder, or Berrington's failure to repair or replace non-working Equipment;
- (iii) any incidental, consequential, punitive, or special damages deleted comma and added parentheses (including damages resulting from the delay to any ongoing projects), in connection with this Agreement or its subject matter under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, or product liability, even if so advised of the possibility of such damages, if such damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose;
- (iv) any civil penalties regarding compliance with any Federal, State, or Local law; regulation related to use of the Equipment; and any attorney fees and costs for any private enforcer pursuing such civil penalties; or
- (v) any liquidated damages.

Customer acknowledges and assumes all risks inherent in the operation, use, and possession of the Equipment from the time the Equipment is delivered to Customer until the Equipment is returned to Berrington and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment.

6. CUSTOMER RESPONSIBILITIES

Customer shall provide Berrington with the information and the documentation Berrington requests to assess, plan, and perform the Services and/or provide the Equipment. All Equipment is provided, and Services are performed, based on information provided by Customer or others, including the Database Information, and Berrington is relying on the accuracy, and completeness of such information in providing the Equipment and performing such Services. Customer recognizes that it is impossible for Berrington to assure the accuracy, completeness, and sufficiency of information provided by others, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling such information. Customer is responsible for providing a secure and safe work environment for all parties, including Berrington and its employees, and for ensuring that the Services are carried out in compliance with applicable laws. Customer shall ensure that the Equipment is accessible to Berrington personnel and located in a clean, unobstructed, and safe area. If Customer is not the site owner, Customer warrants that Customer has secured the written consent of the owner for the installation and removal of any Equipment. In the event that Berrington, in its sole discretion, determines that it is unable to perform, or needs to delay the performance of, the Services because Customer, or its third-party contractors, have not provided a secure and safe work environment, have failed to provide accurate or complete information, have caused delays, or have otherwise failed to comply with their responsibilities, Berrington (i) reserves the right to refuse to provide the Services and/or provide the Equipment; and (ii) shall not be responsible to Customer for any liability whatsoever. Additionally, Customer shall be responsible for any increased costs (including waiting time) incurred by Berrington as a result of such actions.

7. EQUIPMENT USE

7.1. USE OF EQUIPMENT. Customer acknowledges and warrants that he or she is familiar with the proper operation and use of each item of Equipment. Customer has selected the Equipment based on its requirements and will not use or allow anyone to use the Equipment for an illegal purpose or in an illegal manner; without a license, if required under any applicable law; or who is not a Qualified Operator. Customer shall not insert, or permit to be inserted, any dyed fuel into the propulsion tank of Vehicles registered and licensed, or required to be registered and licensed, for use on any highway or other public road. In addition, Customer shall only use ultra-low-sulfur diesel fuel in equipment with tier 5 engines. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD BERRINGTON HARMLESS FROM ALL FINES, PENALTIES, DAMAGE TO EQUIPMENT, AND ANY OTHER COSTS INCURRED BY BERRINGTON DUE TO DYED FUEL BEING INTRODUCED INTO THE PROPULSION TANK OF SUCH VEHICLES. Customer agrees to: (i) check filters, oil, fluid levels, and tire air pressure; (ii) clean and visually inspect the Equipment daily; and (iii) immediately cease using the Equipment and immediately notify Berrington if Equipment needs repair or maintenance. Customer acknowledges that Berrington has no responsibility to inspect the Equipment while it is in Customer's possession. Berrington shall have the right to replace the Equipment with other reasonably similar equipment at any time and for any reason.

7.2. REGULATED MATERIALS. If Customer intends to use the Equipment for the storage and handling of Regulated Materials, the following terms set forth in this Section shall apply.

7.2.1. Definitions.

"Regulated Materials" includes any material, substance, or waste that falls into the following five categories:

- (i) "Hazardous Materials," as defined or listed or regulated by any local, state, or federal government authority;
- (ii) "DOT Hazardous Materials," as defined or identified as "hazardous material" by the Department of Transportation ("DOT") as set forth in 49 C.F.R. Parts 171 to 180;
- (iii) "Polychlorinated Biphenyls" or "PCBs," meaning any chemical substance that is limited to the biphenyl molecule that has been chlorinated to varying degrees or any combination of substances which contains such substance, and which are regulated under the Toxic Substances Control Act and its implementing regulations found at 40 C.F.R. part 761;
- (iv) "Radioactive Materials," identified by any local, state, or federal government authority as being radioactive; and
- (v) "Infectious Materials," meaning any infectious substance, material, or waste that is defined, listed, or regulated by any local, state, or federal government authority.

"Non-Hazardous Waste" means any material, substance or waste that does not fall under the definition of Regulated Materials.

7.2.2. Tank Testing. Customer acknowledges that the Equipment may have contained Regulated Materials in the past. Customer may, at Customer's expense, test the Equipment for the presence of residual amounts of Regulated Materials prior to taking possession of the Equipment. In the event that residual amounts of Regulated Materials are detected in the Equipment by preliminary testing, Customer may notify Berrington and request new Equipment or Customer may terminate the rental. If Customer elects to continue use of the Equipment or elects not to test the Equipment, Customer will be bound by the terms set forth herein and waives any right to object to the presence of Regulated Material in the Equipment resulting from any prior use and agrees that the Equipment is suitable for Customer's intended use. Upon expiration or termination of the Rental Period, but before the Equipment is returned to Berrington, Customer shall, at Customer's sole expense, remove all Regulated Materials from the Equipment and clean the Equipment to one of the following standards:

- (i) for Hazardous Substances: to the Resource Conservation and Recovery Act ("RCRA") "empty" condition, as defined in 40 C.F.R. § 261.7(b)(3) ("RCRA Empty Condition"); or
- (ii) for DOT Hazardous Materials, PCBs, Radioactive Materials, or Infectious Materials: to Non-detect contamination levels ("NDCL").

7.2.3. Cleaning. Prior to return, Customer shall clean the Equipment in accordance with the following requirements:

- (i) cleaning must be performed by an independent contractor acceptable to Berrington;
- (ii) it must be documented to Berrington's satisfaction;
- (iii) when a NDCL is required, Equipment must be triple rinsed using a solvent capable of removing Regulated Materials, then purged to remove any vapors. Equipment can also be cleaned by another method capable of achieving equivalent removal to a NDCL;
- (iv) for Radioactive Materials, cleaning must comply with cleaning procedures set forth in the U.S. Nuclear Regulatory Commission's ("NRC") Regulatory Guide 1.86 to achieve a NDCL; and
- (v) the independent contractor must certify that the cleaning meets the above specifications.

7.2.4. Sampling. After cleaning, Customer will confirm the Equipment's RCRA Empty Condition or NDCL, as applicable, by obtaining a professional written laboratory analysis of representative samples taken from various internal parts of the Equipment. Customer agrees the sampling must be:

- (i) performed by an independent contractor acceptable to Berrington;
- (ii) documented to Berrington's satisfaction;
- (iii) taken from various internal parts of the Equipment including at a minimum, the floor, the underside of various cross-braces, and each wall ("Representative Samples");
- (iv) conducted in the presence of and pursuant to the direction of a designated employee of Berrington.

Customer agrees to contact Berrington to schedule an appointment for an employee of Berrington to witness the sampling not less than ten (10) business days prior to the termination of the rental term. For intermodal, roll-off, and vacuum container Equipment, in addition to the above requirements, Customer agrees that:

- (i) initially, 20% of the intermodal, roll-off, or vacuum container Equipment rented by Customer will be tested by the third-party laboratory. Based on satisfactory initial sampling results, and Berrington's sole discretion, that figure may be reduced to 10%, random sampling;
- (ii) if liners are not used, or if any intermodal, roll-off or vacuum container Equipment fails the testing procedures outlined in Section 7.2, then 100% sampling of all intermodals, roll-offs or vacuum container equipment will be required.

7.2.5. Sample Analysis. Customer agrees that the analysis of the sampling must:

- (i) be performed by a laboratory acceptable to Berrington that is certified to perform such analysis by the state in which the Equipment is located;
- (ii) be documented to Berrington's satisfaction and must include a record of the chain of custody for the Representative Samples; and
- (iii) meet or exceed protocols established by the U.S. Environmental Protection Agency or the NRC, as applicable.

7.2.6. Return. Customer shall return the Equipment in a RCRA Empty Condition or NDCL in accordance with the terms set forth herein. If the Equipment does not meet the standard, Customer will undertake additional cleaning of Equipment, in accordance with all applicable law, to meet the standard, and will provide Berrington with written evidence of same. Berrington will not pick up the Equipment and Customer will continue to pay rental charges until the Equipment has been cleaned to the standards specified herein. In the event that Customer is unable to clean the Equipment in accordance with the terms set forth herein, Customer shall pay Berrington for the full replacement value of the Equipment, plus any applicable taxes. Customer agrees that in such event it assumes full ownership of and responsibility for the Equipment and any residual contents and all related liability for the management, transportation and disposal of such Equipment in accordance with all applicable laws. Customer agrees that it shall be the generator of any hazardous, solid, or radioactive waste generated because of Customer's failure to return the Equipment in a RCRA Empty Condition or NDCL, and of any residual materials resulting from Customer's attempt to clean the Equipment. CUSTOMER FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD BERRINGTON HARMLESS FOR ANY LIABILITY INCURRED BY BERRINGTON AS A RESULT OF CUSTOMER'S BREACH OF ITS OBLIGATIONS IN THIS SECTION OR AS A RESULT OF BERRINGTON BEING DEEMED A "GENERATOR" UNDER APPLICABLE ENVIRONMENTAL LAWS. The foregoing indemnity obligation shall survive the termination or expiration of this Agreement.

8. COMPLIANCE WITH APPLICABLE LAWS

Customer shall, at Customer's sole expense, comply with all applicable municipal, state, and federal laws; ordinances and regulations (including but not limited to those relating to worker safety or the environment); building and zoning codes; professional licenses, licenses, and permits which may apply to the use of the Equipment or the receipt of Services ("Licenses and Permits"). Licenses and Permits include, without limitation, the discharge of treated water; disposal of waste, spent Specialty Media, or other materials; and security, traffic control, and road crossings associated with the use of the Equipment or the receipt of Services. When transporting Non-Hazardous Waste (as defined in Section 7.2.1), Berrington shall not be deemed to have taken license of any Non-Hazardous Waste and Customer shall remain the generator of such waste. Customer shall be subject to the provisions of Section 7.2 if any materials being transported are Regulated Materials. Customer shall ensure that the Equipment at all times remains movable personal property. Customer shall not permit or allow the Equipment to be incorporated, attached or joined to any real or immovable property such that it causes the Equipment to be deemed a fixture.

8.1. IN CALIFORNIA ONLY: If any of the Equipment is power-operated or power-driven excavating or boring equipment, it is the sole responsibility of Customer to follow the requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the California Government Code. By signing this Agreement or accepting delivery of the Equipment, Customer accepts all liabilities and responsibilities contained in the California regional notification center law.

8.2. IN CALIFORNIA ONLY: For Equipment subject to California's Portable Equipment Registration Program, Customer acknowledges receipt of a written copy of the registration for each engine.

8.3. IN CALIFORNIA ONLY: For Equipment that includes diesel generators operating in the state of California, Customer acknowledges and agrees to comply with the California Safe Drinking Water & Toxic Enforcement Act of 1986 (codified at CA Health and Safety code section 25249.5 et seq., known as California's Proposition 65).

8.3.1. Assurances/Warranties: Customer assures and warrants it shall not cause Berrington to be in violation of any such law or regulation with respect to California's Proposition 65, through use of the Equipment.

8.3.2. Indemnification: Customer hereby indemnifies and agrees to defend and hold the Berrington, and their respective affiliates (and the respective partners, shareholders, employees, officers, directors, agents, sponsors, and insurers of each of them) harmless from any loss, liability, damage, cost, or expense (including reasonable attorneys' fees and costs), arising out of any claims, suits, arbitration, governmental inquiry, or other proceeding against any of the above by reason of or relating to use of the Equipment provided by Berrington. Customer shall further indemnify, defend, and hold harmless Berrington, its affiliates, and their respective officers, directors, agents, and employees, from and against any and all claims, liabilities, and expenses (including attorneys' fees and costs, increased and/or punitive awards), which result in whole or in part from any actual or alleged failure of Customer to comply with the provisions of all federal, state, and local laws and regulations (including California's Proposition 65) now in effect or hereafter, whether or not any demand for payment is made to Berrington and/or any lawsuit is actually filed against Berrington.

8.4. IN CALIFORNIA ONLY: For Equipment subject to California's In-Use Off-Road Diesel-Fueled Fleets Statute, it is the sole responsibility of Customer to comply with the idling, renewable diesel, and any other requirements pursuant to Title 13, California Code of Regulations Chapter 9, Article 4.8.

8.5. IN WEST VIRGINIA ONLY: To the extent Customer rents any Tanks from Berrington which are rented, transported, or used in West Virginia, Customer agrees to:

- (i) notify Berrington before moving any Tanks;
- (ii) notify Berrington whether on-Site monitoring shall be provided for overfill protection; and
- (iii) comply with the Tanks' spacing requirements of the West Virginia tank law relating to Aboveground Storage Tanks spacing at installation.

Customer also agrees that by using the Tanks, Customer is agreeing that the Tanks have been installed in accordance with West Virginia tank law requirements, and that Customer is in receipt of copies of applicable safety and regulatory registration materials. Customer further agrees that

Customer shall comply, at Customer's sole cost, with all applicable requirements of the West Virginia tank law and the West Virginia public water supply protection law, including, but not limited to:

- (i) material compatibility of substances stored in any Tanks and associated piping;
- (ii) routine and monthly inspections of any relocated Tanks, or any Level 1 or Level 2 category Tanks and associated piping;
- (iii) leak detection inspections;
- (iv) Site security requirements;
- (v) Tank foundation requirements;
- (vi) overfill protection monitoring;
- (vii) secondary containment requirements;
- (viii) delivery restrictions; and
- (ix) providing labels on the Tanks identifying on-Site emergency contact information and information related to substances stored in the Tanks.

Customer agrees to comply with the bonding and financial assurance requirements of the West Virginia tank law and to provide Berrington with evidence of such compliance based on Customer's use of the Tanks.

9. WARRANTY / DISCLAIMER OF WARRANTIES

BERRINGTON WARRANTS THAT THE EQUIPMENT WILL BE IN GOOD WORKING ORDER UPON DELIVERY AND THE SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, BERRINGTON MAKES NO WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE EQUIPMENT, SPECIALTY MEDIA, OR SERVICES AND MAKES NO WARRANTIES AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, INCLUDING THE PERFORMANCE OF ANY FILTRATION EQUIPMENT TO MEET ANY APPLICABLE REGULATORY STANDARD. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS OR CONTAMINANTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THE AGREEMENT, BERRINGTON DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION. IN THE EVENT OF A BREACH OF THE ABOVE EQUIPMENT WARRANTY, BERRINGTON SHALL, AT ITS SOLE COST AND EXPENSE, REPAIR OR REPLACE THE EQUIPMENT. IN THE EVENT OF A BREACH OF THE ABOVE SERVICE WARRANTY, BERRINGTON SHALL, AT ITS SOLE COST AND EXPENSE, RE-PERFORM THE SERVICE.

10. MALFUNCTIONING EQUIPMENT

Should the Equipment be involved in an accident, become unsafe, malfunction, or require repair, Customer shall immediately cease using the Equipment and immediately notify Berrington. If such condition is the result of normal operation, Berrington will repair or replace the Equipment with reasonably similar Equipment in working order, if such replacement Equipment is available. Berrington has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse, or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. Customer must return the Equipment to the Store Location within twenty-four (24) hours from the time of defect to terminate rental charges.

11. RETURN OF EQUIPMENT / DAMAGED & LOST EQUIPMENT

11.1. At the expiration of the Rental Period, Customer will return the Equipment to the Store Location during Berrington's regular business hours. Or, if Berrington has agreed to pick up the Equipment, Berrington shall endeavor to pick up the Equipment within a commercially reasonable period after Customer notifies Berrington that the Equipment is called "off rent." Customer is obligated to restore the Equipment to the same condition as when delivered, reasonable wear and tear (as defined below) excepted. Tanks shall be empty of all contents as required by any applicable federal, state, or local regulation, including but not limited to those set forth in the RCRA. Customer shall be responsible for all damages to or loss of the Equipment from the time Customer takes possession of the Equipment until the Equipment is either returned to the Store Location by Customer or picked up by Berrington. In the case of the loss or destruction of any Equipment, or inability or failure to return same to Berrington for any reason whatsoever, Customer will pay Berrington the then full replacement list value of the Equipment together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay Berrington the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. Berrington shall be under no obligation to commence repair work until Customer has paid to Berrington the estimated cost therefor. Customer agrees that Berrington reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this section due to damaged or lost Equipment.

11.2. DISINFECTING. Customer shall disinfect the Equipment in the event of a widespread or global occurrence of an infectious disease for Equipment handled by an infected person, a person suspected to be infected, or used in a known or suspected zone of infection. Customer shall disinfect the Equipment in accordance with the following requirements:

- (i) disinfection must be performed by an independent contractor acceptable to Berrington;
- (ii) it must be documented to Berrington's satisfaction;
- (iii) in the event Customer is unable to disinfect in accordance the Equipment, Berrington will disinfect it and charge Customer for the costs incurred.

11.3. IN WEST VIRGINIA ONLY. If Customer rents tanks, upon return to Berrington, Customer agrees to provide Berrington with copies of:

- (i) tank inspections;
- (ii) any and all updated and amended Spill Prevention and Response Plans Berrington prepared to reflect the presence of the tanks at the Site;
- (iii) routine and monthly inspections, secondary containment area inspections, compatibility determinations, and relocation and leak detection inspections, all at the intervals prescribed by the West Virginia tank law for Level 1 and Level 2 classified tanks.

12. REASONABLE WEAR AND TEAR

Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one-shift basis (as defined in Section 15.1 below). The following shall not be considered reasonable wear and tear:

- (i) damage resulting from lack of lubrication, insertion of improper fuel or maintenance of necessary oil, water and air pressure levels; cavitation; or freezing;
- (ii) except where Berrington expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual;
- (iii) damage resulting from any collision, overturning or improper operation, including overloading or exceeding the rated capacity of the Equipment;
- (iv) damage in dents, bending, tearing, staining, corrosion, or misalignment to or of the Equipment or any part thereof;
- (v) wear resulting from use more than shifts for which rented;
- (vi) damage caused by adverse weather conditions; and
- (vii) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.

13. LATE RETURN

Customer agrees that if the Equipment is not returned by the end of the Rental Period, or if the Tanks are not in RCRA Empty Condition when Berrington comes to the Site to pick up the Tanks, Berrington, in its sole discretion, may require Customer to do any of the following:

- (i) continue to pay the rental rate(s) applicable to the Equipment as specified in the Agreement;
- (ii) for periods less than 24 hours, pay the full daily rental rate applicable to the Equipment;
- (iii) pay any increased rental rate(s) in effect at the time of, or after, the expiration of the Rental Period; or
- (iv) assess a pickup charge if the Tanks are not in RCRA Empty Condition.

Customer agrees that Berrington reserves the right to charge the Credit Card, and/or Customer's account for any amount owed by Customer pursuant to this section due to late return of Equipment.

14. CUSTOMER PERSONAL PROPERTY

With respect to any personal property left in or on the Equipment upon expiration of the Rental Period, Berrington is not a bailee or warehouseman of Customer's, or any other person's, personal property. Berrington expressly disclaims any custody, control, or responsibility for the care of Customer's, or any other person's, personal property. Berrington or its agents may remove the personal property from the Equipment. Under no circumstances are Berrington or its agents responsible for any personal property that may be lost, stolen, or damaged. Customer personal property left in or on the Equipment upon expiration of the Rental Period may be considered abandoned, unclaimed property in accordance with applicable state law.

15. RENTAL PERIOD / CALCULATION OF CHARGES

15.1. Rental charges commence when the Equipment leaves the Store Location and end when the Equipment is either returned to the Store Location during Berrington's regular business hours or picked up by Berrington after Customer notifies Berrington that the Equipment is "off rent" and obtains an "off rent" confirmation number from Berrington. Pick-up and delivery by Berrington is subject to a "Delivery and Pick-up Service Charge," the amount(s) of which are disclosed on the Rental and Service Agreement. Notwithstanding anything to the contrary in the preceding sentence, for the rental of Tanks, the rental period continues until Customer has emptied the Tanks of all contents and cleaned the Tanks in accordance with all applicable regulations, including but not limited to RCRA Empty Condition and any equivalent state clean-up laws. Rental charges do not include the cost of the Refueling Service Charge (defined in Section 16 below), any applicable Taxes, the Delivery and Pickup Service Charge, transportation surcharges, the cost of the Environmental Service Charge (defined in Section 17 below) or other miscellaneous charges, the amount(s) of which are disclosed on the Rental and Service Agreement. Additionally, Berrington shall invoice Customer for any additional excess cleaning or repair costs, including:

- (i) removal of any alterations made by Customer to the Equipment;
- (ii) restoration of the Equipment to its original configuration;
- (iii) re-lining or re-painting of Tanks;
- (iv) disposal of any contents left in Tanks; or
- (v) transportation to and from an approved repair facility.

Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal "one-shift" usage based on an eight (8) hours per day, 40 hours per week and 160 hours per four-week period. On power equipment, operations more than one shift will be as follows: one and one-half times the rental charge for double shift and two times the rental charge for triple shift. Customer will truthfully and accurately certify to Berrington the number of shifts the Equipment was operated. Customer's right to possess the Equipment terminates on the expiration of the Rental Period and retention of possession after this time is a material breach of the Agreement.

15.2. IN CALIFORNIA ONLY: Customer acknowledges that an estimated personal property tax reimbursement charge will be applied to all rented Equipment at a rate of up to 0.75% of the rental amount. By signing the Agreement or accepting delivery of the Equipment, Customer agrees to pay this charge.

16. REFUELING SERVICE CHARGE

Customer acknowledges that a refueling service charge ("Refueling Service Charge") will be applied to all Equipment not returned with a full tank of fuel. The exact cost of the Refueling Service Charge may vary depending on the rate being charged by the Store Location on the date Customer returns the Equipment. Customer acknowledges that the Refueling Service Charge is not a retail sale of fuel. Customer may avoid the Refueling Service Charge if Customer returns the Equipment with a full tank of fuel.

17. ENVIRONMENTAL SERVICE CHARGE

Due to the hazardous nature of some waste and other products, to comply with federal and state environmental regulations, and to promote a clean environment, Berrington charges an environmental service charge ("Environmental Service Charge") for certain rentals. The Environmental Service Charge is not a government-mandated charge, is not designated for any particular use, and is used at Berrington's discretion. The Environmental Service Charge is 2.00% of the service charge and will not exceed \$99. Customer acknowledges the items indicated above are subject to the Environmental Service Charge and Customer agrees to pay that Environmental Service Charge.

18. DEPOSIT & PAYMENT

18.1. DEPOSIT: Customer's Credit Card will be charged a deposit for the estimated rental (up to 28 days) 24 hours in advance of the scheduled rental start time. In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the terms of this Agreement to be performed by Customer. In the event of any breach by Customer, the deposit will be credited against any damages, cost or expense incurred by Berrington because of the breach.

18.2. PAYMENT: All remaining amounts due hereunder shall be payable in full upon receipt of invoice by Customer. Customer acknowledges that timely payment of Equipment rental and Service charges is essential to Berrington's business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and Berrington agree that there shall be added to all past due charges a late payment fee equal to the lesser of two percent (2%) per month (24% per annum) on any such payments outstanding after 30 days, or the maximum amount allowed by applicable law. Where permitted by law, Berrington may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than Berrington's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions. Rental and Service charges do not include Taxes. Customer agrees that Berrington reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this section due to late or past due payment(s), pickup or delivery charge(s), extended rental(s), rental or Service charges, or Taxes. In the event Customer asserts that a transaction is exempt from Taxes, Customer agrees to provide a valid tax exemption certificate. Should the transaction later be deemed taxable, Customer is obligated to reimburse Berrington for any Tax assessed that was attributable to Customer.

19. TITLE / NO PURCHASE OPTION / NO LIENS

Except for Specialty Media, the Agreement is not a contract of sale, and title to the Equipment shall at all times remain with Berrington. Unless covered by a specific supplemental agreement signed by Berrington, Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

20. TIRE AND TUBE REPAIR OR REPLACEMENT

Repair or replacement of tires and tubes on Equipment is the responsibility of Customer and is not included in the rental rate.

21. DEFAULT

Customer shall be deemed in default should Customer fail to pay any amount when due hereunder; fail to perform, observe, or keep any provision of the Agreement; become "Insolvent" (as defined herein), or should Berrington anticipate that Customer may become Insolvent; or otherwise be in default. If Customer is in default, Berrington may do any one or more of the following:

- (i) terminate the Rental Period;
- (ii) declare the entire amounts due hereunder immediately due and payable and commence legal action therefor;
- (iii) cause Berrington's employees or agents, with notice but without legal process, to enter upon Customer's property and take all action necessary to retake and repossess the Equipment, and Customer hereby consents to such entry, re-taking and repossession and hereby waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by Berrington in retaking and repossessing the Equipment; or
- (iv) pursue any other remedies available by law.

Customer shall be considered "Insolvent" if:

- (i) Customer shall generally not pay, or be unable to pay, or admit its inability or anticipated inability to pay its debts as such debts become due;
- (ii) make an assignment for the benefit of creditors, or petition or apply to any court or tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets;
- (iii) commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect;
- (iv) have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made; or
- (v) take any action indicating its consent to, approval of or acquiescence in any such petition, application, proceeding or order for relief or the appointment of a custodian, receiver or trustee for all or any substantial part of its properties.

22. CUSTOMER'S INSURANCE COVERAGE

Customer agrees to maintain and carry, at Customer's sole cost, the following insurance:

- (i) commercial auto liability insurance with at least a per occurrence limit of \$2 million;
- (ii) commercial general liability insurance ("CGL") (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form) with limits of insurance not less than \$2 million per occurrence and \$4 million in the aggregate; and
- (iii) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. Customer shall obtain insurance policies that provide, or are endorsed to provide, that all insurance required hereunder is primary and non-contributory to any other insurance maintained by Berrington. Customer shall name Berrington as an additional insured for claims arising out of the maintenance, operation, or use by the Customer of equipment rented to Customer by Berrington (providing coverage equal or greater than the standard ISO CG 20 28 07 04 or its equivalent), and, if applicable, additional loss payee for property insurance. Customer further agrees that the amount of insurance available to Berrington shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the

minimum requirements of this Agreement. In the event any policy provided in compliance with this Agreement states that the insurance afforded to an additional insured will not be broader than that required by contract, or words of similar meaning, Customer agrees that nothing in this Agreement is intended to restrict or limit the breadth of such insurance. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this Agreement shall include a waiver of rights of recovery against Berrington or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Berrington or its insurers. The policies required hereunder shall provide that Berrington must receive not less than 90 days' notice prior to any cancellation. Customer shall provide Berrington with documented proof of all required insurance coverage. FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (i) ELECT TO NAME BERRINGTON AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN.

23. NO ASSIGNMENT, LENDING OR SUBLETTING

Customer shall not sublease, sub rent, assign, or loan the Equipment without first obtaining the written consent of Berrington, and any such action by Customer, without Berrington's written consent, shall be void. Customer agrees to use and keep the Equipment at the Site set forth in the Agreement unless Berrington approves otherwise in writing. Berrington may at any time, without notice to Customer, transfer or assign the Agreement, Equipment, moneys, or other benefits due or to become due hereunder. Berrington may, in its sole discretion, engage subcontractors, agents, or other third parties to perform any or all the Services or other obligations of Berrington under this Agreement, without prior notice to or consent of Customer. Berrington's use of any subcontractor shall not relieve Berrington of any of its obligations under this Agreement, and Berrington shall remain responsible for the performance of any such subcontractor to the same extent as if Berrington had performed the Services itself.

24. TRENCH SERVICES

"Trench Services" may include the engineering, delivery, and pickup of the trench/shoring system (the "System"). The System is to be used in complete accordance with any manufacturer's tabulated data that is provided therefor. Berrington makes no representation or warranty about, and shall not be responsible for, such data. If Berrington provides an on-Site observer (the "Observer") to observe the installation of the System, neither the presence of the Observer at the Site nor the provision of the Trench Services by Berrington shall relieve Customer, and Customer assumes full responsibility for, the construction means, methods, sequence, techniques, and procedures necessary to use the Equipment, including but not limited to the assembly, installation, welding, maintenance, deflection, dewatering and removal of the System in accordance with the requirements of this Agreement, the Occupational Safety and Health Administration Act ("OSHA") and all other applicable federal, state, and local laws, rules, regulations, and ordinances. Customer agrees that it shall be solely responsible to retain, at its sole cost and expense, a competent person to oversee the implementation of and approve, and ensure that, the assembly, installation, welding, construction, maintenance, deflection, dewatering, and removal of the System, including field reviews thereof, is performed and completed by or on behalf of Customer in strict compliance with all applicable municipal, provincial, territorial, and federal laws, ordinances, and regulations, or otherwise prescribed by local governing bodies, or self-regulatory organizations.

25. SCAFFOLDING SERVICES

"Scaffolding Services" may include the installation and dismantling of scaffolding, including all parts and accessories thereto. Unless otherwise agreed to by the parties in writing, Customer shall:

- (i) provide a clean, unobstructed, and safe area to perform the Scaffolding Services;
- (ii) move planking, sidewall brackets, and guardrails as necessary for completion of the Scaffolding Services;
- (iii) install toe boards, mesh, and/or patch ties in holes;
- (iv) maintain and use the Equipment in accordance with OSHA and all other applicable state and local regulations as well as the manufacturer's safety rules and instructions;
- (v) keep all persons (other than Berrington employees) off and away from the Equipment during its erection and dismantling;
- (vi) take reasonable steps to protect all buildings, properties, and grounds;
- (vii) be solely responsible for providing all necessary and required fall protection to employees and others using the Equipment in compliance with OSHA regulations; and
- (viii) be solely responsible for determining if the ground, slab, roof, or structure(s) the Equipment is set upon can support the loads, people, and materials used and placed upon the Equipment.

In addition, Customer shall be responsible for obtaining all required permits necessary for the Scaffolding Services. Upon completion of the installation, Customer shall sign the customer acceptance certificate provided by Berrington.

26. PORTABLE SANITATION AND FENCING SERVICES (to be provided by Berrington's affiliate, Reliable Onsite Services)

26.1. "Portable Sanitation Services" are optional and available upon request and may include the periodic removal of domestic septic waste, cleaning of the portable restroom, holding tanks and other equipment, and the replenishment of supplies used with the equipment. When requested, Portable Sanitation Services will be provided once per week for the restrooms and for holding tanks. Additional servicing frequency is also available upon request and shall be charged on a per unit basis. If Reliable Onsite Services personnel are unable to service rest rooms and holding tanks or other equipment during regularly scheduled service times, additional fees may be charged to return for such service. Upon request, Reliable Onsite Services may install or repair a connection to holding tanks for an additional fee. Customer shall not insert any hazardous materials in the rest rooms, holding tanks or other equipment, move the rest rooms, holding tanks or other equipment or attach any materials to the rest rooms, holding tanks or other equipment without the prior written permission of Reliable Onsite Services. Customer is responsible for staking portable toilet units to the ground or otherwise securing units to immovable objects.

26.2. "Fencing Services" may include the installation, relocation and removal of panel fencing and post-driven fencing. Additional fees may be charged for any fencing layout changes or extensions not part of the original quote. Customer is responsible for marking utilities for post-driven fencing and maintaining the fencing once it is installed on Site.

26.3. For both Portable Sanitation Services and Fencing Services, Customer shall ensure that Reliable Onsite Services has access to the Site for delivery and pick-up, and that the Equipment is accessible to Reliable Onsite Services personnel and located in a clean, unobstructed, and safe area. With respect to delivery and pick-up of the Equipment, in the event that Berrington, in its sole discretion, determines that it is unable to perform the Portable Sanitation Services or Fencing Services because Customer has not provided a secure and safe work environment, or if Berrington determines in its sole discretion that delivery or pick-up of the Equipment may result in property damage, Berrington reserves the right to refuse to provide the Portable Sanitation Services or Fencing Services without any liability whatsoever to Customer and Customer shall be responsible for any increased costs incurred by Berrington. If Customer requests Berrington deliver or pick-up the equipment notwithstanding that Berrington has advised Customer that property damage may occur, Customer hereby releases Berrington from all liability for any such damage that may occur. Customer is responsible for obtaining all required permits necessary for Portable Sanitation and Fencing Services. Additional fees may be charged for damage, tip-overs, relocation of the rest rooms, or fencing on the same Site, and vandalism/graffiti.

27. FLUID SOLUTIONS SERVICES

27.1. "Fluid Solutions" means fluid storage, transfer, and/or treatment, and includes but is not limited to, the rental of Tanks, pumps, filtration, and any accessories, attachments, or other items delivered to Customer, as well as any ancillary services thereto. Fluid Solutions may include the design, installation, operation, ongoing maintenance, monitoring, and dismantling of the Fluid Solutions system ("Fluid Solutions Services"). Customer shall provide accurate measurements, specifications and any supporting documentation to assist in the Fluid Solutions Services as requested by Berrington. Unless otherwise agreed to by the parties, Customer shall:

- (i) have adequate lifting equipment on Site to load and unload during set up and break down;
- (ii) insert, remove and maintain sewer pipe plugs and suction screens as necessary;
- (iv) provide all containment and required matting;
- (v) obtain all rights of way, permits, and easements as necessary;
- (vi) provide adequate staging areas, water sources, and access thereto;
- (vii) provide necessary controls of erosion, odor and traffic, including Site restoration, as necessary;
- (viii) provide fueling and/or adequate power, including cable and an electrician, as necessary;
- (ix) perform daily inspection and maintenance of the Equipment during the Rental Period; and
- (x) always provide access to the Fluid Solutions system and a clean, unobstructed and safe area to perform the Fluid Solutions Services.

27.2. Scope of Services and Change Orders. The scope of services ("Scope") provided for each job shall be incorporated into the Agreement. Unless specifically agreed to in the Scope, Customer, at its cost and expense, shall obtain all required building and construction permits, inspections, or certificates, as well as any permissions and authority necessary to perform the Fluid Solutions Services. If the type of liquid, including its constituents and other characteristics (for example, viscosity, turbidity), the volume or the rate of flow (whether due to weather or other factors not specifically under Berrington's control), or any other material information on which Berrington relied when designing the Fluid Solutions Services materially change at any time, Berrington shall notify Customer and request an emergency change order ("Emergency Change Order"). Customer acknowledges that, due to the nature of the Fluid Solutions Services which are tailored to specific information and data, in the event of such material change, it is imperative that Customer immediately respond to any request for Emergency Change Order to avoid a spill or other incident. Therefore, Customer shall designate one or more authorized representatives who will be available to Berrington 24/7/365 to respond to such requests. Customer agrees that the verbal or written approval (whether by email or text or other document) of such designated representative shall be binding and shall be subject to the terms and conditions set forth in the Agreement. Further, if Customer's authorized representative does not immediately respond to such request, Customer agrees that Berrington, in its sole discretion, may take the action it deems most effective to mitigate any spill, incident or accident and Customer further waives the right to contest such action, agrees that Berrington shall not be liable to Customer in connection with such action, and Customer shall be responsible for the additional costs incurred thereby.

27.3. Specialty Media. Specialty Media shall be deemed purchased under this Agreement on an AS-IS, WITH ALL FAULTS basis and is non-refundable once delivered to Customer. At the expiration of the rental period, Customer is responsible for emptying and disposing of all Specialty Media in compliance with applicable law. Any spent Specialty Media Customer generates is subject to disposition facility acceptance testing, at Customer's sole cost and expense. The disposition facility may periodically re-test spent Specialty Media to assure it remains acceptable for disposition. If spent Specialty Media testing determines the spent Specialty Media is unacceptable for any designated disposition facility, use of an alternate disposition facility may result in additional cost and Customer shall pay said additional cost. Customer shall provide any and all information required by the disposition facility or to Berrington, related to the evaluation of the acceptance of spent Specialty Media.

28. POWER AND HVAC

"Power and HVAC Services" may include power and Heating, Ventilation and Air Conditions ("HVAC") system start-up support, installation of low voltage cables, installation of temporary chilled water piping, on-Site training for Customer's employees, 24/7 technical assistance and on-Site support, and monitoring of selected installing trades. Customer hereby consents to Berrington's use of a third-party technician to perform installation and hook-up services of the Equipment, if Power and HVAC Services are requested by Customer. Unless otherwise agreed to in writing by the parties, Customer shall:

- (i) perform daily inspection and maintenance of all Equipment during the Rental Period;
- (ii) decontaminate Equipment of any chemical or hazardous fluids;
- (iii) obtain all necessary permits and regulatory inspections;
- (iv) replace dirty air filters on all air handlers and air conditioners;
- (v) load and unload all rental Equipment from trailers (if applicable);
- (vi) remove all fuel from any supplemental tanks prior to Equipment decommissioning;
- (vii) fuel and/or refuel all generators, boilers or fuel tanks with #2 fuel oil;
- (viii) check and record oil levels in generator daily;
- (ix) allow Berrington to perform service every 250 hours on all Equipment; and

- (x) furnish a qualified electrician to connect and disconnect Equipment to utility power.

29. TOOL SERVICES

"Tool Services" may include tool tracking services, tool tracking software, utilization data (via printed/electronic reports), an on-Site technician to manage tools and other equipment, and a tool room, if needed. Unless otherwise agreed to by the parties, Customer shall:

- (i) provide a safe location for the trailer where it can be housed for the duration of the project;
- (ii) provide power to supply electricity to the trailer (generator or plant power);
- (iii) install scaffolding around the trailer if the Site does not make use of the trailer's stairs;
- (iv) supply Berrington with information regarding access requirements, including but not limited to, Site-specific classes, drug testing requirements, fatigue day rules, etc., prior to delivery;
- (v) supply Berrington with a list of personnel authorized to check-in and check-out tools and/or allowed to request addition/removal of inventory.

30. VEHICLE RENTAL

For purposes of this Agreement, "Vehicle" means a motor vehicle or EV (as defined in Section 30.15 below) identified as the rental item(s) in a Rental and Service Agreement, reservation detail, or similar document; "Vehicles" collectively refers to each such Vehicle. For avoidance of doubt, a Vehicle is Equipment.

30.1. Accidents, Theft and Vandalism. Customer must promptly and properly report any accident, theft, or vandalism involving the Vehicle to Berrington and to the police in the jurisdiction in which such incident takes place. Customer should obtain details of witnesses and other vehicles involved and their drivers, owners, and relevant insurances wherever possible. If Customer or any Qualified Operator (as defined below) receives any papers relating to such an incident, those papers must be promptly given to Berrington. Customer and any Qualified Operators must cooperate fully with Berrington's investigation of such incident and defense of any resulting claim. FAILURE TO COOPERATE FULLY MAY VOID ANY AND ALL LIABILITY PROTECTION PURCHASED FROM, OR PROVIDED BY, BERRINGTON. Customer and any Qualified Operators authorize Berrington to obtain any records or information relating to any incident, consent to the jurisdiction of the courts of the jurisdiction in which the incident occurs and waive any right to object to such jurisdiction. "Qualified Operator" means any individual who is permitted by Customer to operate the Vehicle within the United States. This includes individuals identified in the Rental and Service Agreement as additional Qualified Operator(s). All Qualified Operators must have a validly issued operator's license that is in English or an International Driving Permit (IDP) for customers with a validly issued license that is not in English, and relevant experience and training to operate the Vehicles and/or Equipment. By operating the Vehicle, a Qualified Operator will be deemed jointly and severally responsible for Customer's obligations related to the Vehicle and for any obligations that the Rental and Service Agreement impose on a Qualified Operator of the Vehicle.

30.2. Third-Party Charges. Taxes, tax reimbursements, Vehicle licensing fees, governmental or other surcharges, and similar fees are charged/recovered at the rates specified on the Reservation Details or as otherwise required by applicable law. Customer is responsible for paying these amounts to Berrington.

30.3. Cleaning. Upon return, if the Vehicle in Berrington's discretion requires more than Berrington's standard cleaning, Berrington will charge Customer a minimum of \$250 for professional cleaning.

30.4. Smoking. Berrington maintains a non-smoking fleet, including a prohibition on the use of e-cigarettes in the Vehicle. If the Vehicle has an odor or is soiled from smoke or vapor of any kind, Berrington will charge a minimum of \$250 for odor removal.

30.5. Recovery Costs. Customer is responsible for recovery expenses, consisting of costs of any and all kinds (and including attorneys' fees and court costs) incurred by Berrington in recovering the Vehicle (i) under this Rental and Service Agreement; or (ii) if it is seized by governmental authorities as a result of the use of the Vehicle by Customer, any Qualified Operator or any other operator with Customer.

30.6. Lost Keys/Key Fobs/Lockouts. If Customer loses the Vehicle's keys, key fobs, or toll transponder, Berrington will charge Customer for the actual cost of replacing the item, a \$60 fee for Berrington's out-of-pocket administrative costs for replacing lost toll transponders, and for the cost of delivering replacement keys and/or key fobs and/or towing the Vehicle to the nearest Store Location to open such Vehicle. If Customer or Qualified Operator locks the keys and/or key fobs in the Vehicle and requests assistance from Berrington, Berrington may charge Customer for the cost of delivering replacement keys and/or key fobs and/or towing the Vehicle to the nearest Store Location to open such Vehicle.

30.7. Parking and Traffic Violations. CUSTOMER WILL BE RESPONSIBLE FOR, AND WILL PAY WITHOUT DELAY, ALL PARKING AND TRAFFIC VIOLATIONS, AS WELL AS OTHER EXPENSES AND PENALTIES, ALL TOWING, STORAGE, AND IMPOUND FEES AND ALL TICKETS INCURRED WHILE THE VEHICLE IS ON RENT TO CUSTOMER. IF CUSTOMER IS ISSUED AN AUTOMATED TRAFFIC VIOLATION, CUSTOMER AGREES TO PAY A "TRAFFIC VIOLATION SERVICE CHARGE" COMPRISED OF THE AMOUNT OF SUCH VIOLATION PLUS A FLAT FEE OF \$20.00, WHICH IS THE AMOUNT OF BERRINGTON'S OUT-OF-POCKET ADMINISTRATIVE COSTS FOR ITS TRAFFIC VIOLATION MANAGEMENT SERVICE. THIS CHARGE WILL BE BILLED TO THE CUSTOMER WHEN INFORMATION REGARDING ANY SUCH VIOLATION AND EXPENSES RELATED THERETO, IS RECEIVED BY BERRINGTON, AND MAY BE CHARGED AT A LATER DATE.

30.8. Tolls, Violations and Fees. CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS RESPONSIBLE FOR AND WILL PAY ALL TOLLS AND TOLL VIOLATIONS. IF CUSTOMER USES A TOLL-BY-PLATE SYSTEM, OR INCURS A TOLL OR TOLL VIOLATION, CUSTOMER AGREES TO PAY A "TOLLING SERVICE CHARGE" FOR THIS SERVICE. THE TOLLING SERVICE CHARGE IS THE AMOUNT OF THE TOLL PLUS A FLAT FEE OF \$3.30 TO COVER BERRINGTON'S OUT-OF-POCKET ADMINISTRATIVE COSTS FOR ITS TOLL MANAGEMENT SERVICE. THE EXACT COST WILL BE CALCULATED AND CHARGED BASED ON ACTUAL USAGE OF A TOLL-BY-PLATE SYSTEM OR THE TOLL OR TOLL VIOLATION INCURRED. THIS CHARGE WILL BE BILLED TO THE CUSTOMER WHEN INFORMATION REGARDING TOLL-BY-PLATE USAGE AND/OR THE

TOLL OR TOLL VIOLATION INCURRED AND EXPENSES RELATED THERETO, IS RECEIVED BY BERRINGTON, AND MAY BE CHARGED TO CUSTOMER AT A LATER DATE. CUSTOMER MAY AVOID THE TOLLING SERVICE CHARGE BY PAYING TOLLS WITH ITS OWN TRANSPONDERS, BY USING ANOTHER TOLL PAYMENT SYSTEM, OR BY AVOIDING TOLL ROADS ALTOGETHER.

30.9. Mileage Charges; Additional Mileage Charges. For certain types of licensed, over the road Vehicles, the rental rate charged to Customer will include a specified number of miles per billing cycle. Customer will be charged for miles more than the specified number (the "Additional Mileage Charge") upon the return of the Vehicle. The Additional Mileage Charge will be calculated by multiplying the number of additional miles driven as determined by the Vehicle's odometer or Telematics Device (if applicable) by the charge per mile. The allowable number of miles per billing cycle and the rate for Additional Mileage Charges will be reflected in the Rental agreement, purchase order, and/or similar documents.

30.10. Other Charges; Miscellaneous. Any other charges specified on or in the Rental and Service Agreement will be charged at the applicable rates specified therein. Any such charges which are stated on the Rental and Service Agreement as a daily rate shall be due and payable for each full or partial rental day. Charges for the rental of the Vehicle will continue to accrue until the Vehicle is returned to Berrington or, if the Vehicle has been stolen while in Customer's possession, until Customer reports the theft both to the police in the jurisdiction in which the theft occurs and to Berrington.

30.11. Vehicle Tracking Telematics; Return of Vehicle.

30.11.1. IN ORDER TO TRACK THE LOCATION OF VEHICLES THAT HAVE NOT BEEN TIMELY RETURNED, SOME VEHICLES MAY HAVE ELECTRONIC SERVICE TECHNOLOGY, TELEMATICS DATA COLLECTION, TRACKING AND/OR RELATED SERVICES SUCH AS A TELEMATICS DEVICE, AND/OR CAMERAS LOCATED INSIDE AND/OR OUTSIDE THE VEHICLE (COLLECTIVELY "VEHICLE TRACKING DEVICES"). CUSTOMER UNDERSTANDS THAT ITS ACCESS AND USE OF THE VEHICLE OR THE SERVICES (AND ANY DATA THAT MAY BE STORED IN CONNECTION THEREWITH) ARE SUBJECT TO THE VEHICLE, SERVICE PROVIDER'S AND/OR THE VEHICLE TRACKING DEVICE MANUFACTURER'S TERMS AND PRIVACY STATEMENT, WHICH MAY INCLUDE BUT NOT BE LIMITED TO OTHER TERMS, SERVICE LIMITATIONS, WARRANTY EXCLUSIONS, LIMITATIONS OF LIABILITY, WIRELESS SERVICE PROVIDER TERMS, AND PRIVACY PRACTICES THAN THOSE SET FORTH IN THIS AGREEMENT. THE WARRANTIES SET FORTH IN SECTION 9 OF THIS AGREEMENT WILL NOT APPLY TO VEHICLE TRACKING DEVICES AND BERRINGTON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO VEHICLE TRACKING DEVICES. SPECIFICALLY, BERRINGTON DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO VEHICLE TRACKING DEVICES.

30.11.2. BERRINGTON HAS NO OBLIGATION TO DELETE OR REMOVE ANY TELEMATICS OR OTHER DATA THAT MAY BE CAPTURED ON ANY VEHICLE TRACKING DEVICE OR VEHICLE RETURNED TO BERRINGTON, WHICH MAY BE STORED AND HELD IN SUCH VEHICLE INDEFINITELY. IN CALIFORNIA: VEHICLE TRACKING DEVICES INCLUDED IN THE VEHICLE MAY BE ACTIVATED OR USED IF THE VEHICLE IS NOT RETURNED WITHIN 72 HOURS AFTER THE CONTRACTED RETURN DATE OR EXTENSION OF THE RETURN DATE. FOR RENTALS COMMENCING IN ARIZONA, IT IS REQUIRED BY LAW THAT CUSTOMER BE NOTIFIED THAT IT WILL BE A VIOLATION OF ARIZONA STATUTE 13-1806 IF THE VEHICLE IS NOT RETURNED WITHIN 72 HOURS OF THE DUE DATE AND TIME SPECIFIED ON THE RENTAL RECORD AND THAT CUSTOMER SHALL BE SUBJECT TO A MAXIMUM PENALTY NOT TO EXCEED US \$150,000 AND/OR IMPRISONMENT OF 2.5 YEARS. FOR RENTALS IN THE DISTRICT OF COLUMBIA, IT IS REQUIRED BY LAW THAT CUSTOMER BE NOTIFIED THAT IF IT FAILS TO RETURN A RENTAL VEHICLE IN ACCORDANCE WITH THESE TERMS, IT MAY RESULT IN A CRIMINAL PENALTY OF UP TO 3 YEARS IN JAIL. FOR RENTALS IN CANADA, IF AFTER 30 DAYS, BERRINGTON IS UNABLE TO RECOVER THE VEHICLE, THE VEHICLE SHALL BE DEEMED TO BE UNLAWFULLY CONVERTED TO CUSTOMER'S USE, AND BERRINGTON MAY EXERCISE ITS LEGAL RIGHTS TO REMEDY THE THEFT OF THE VEHICLE. CUSTOMER HEREBY WAIVES ANY AND ALL RIGHTS TO OBJECT TO THE STEPS TAKEN BY BERRINGTON TO RECOVER A VEHICLE DEEMED TO BE UNLAWFULLY RETAINED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND UNDERSTANDS THIS NOTICE REGARDING THE CONSEQUENCES OF FAILING TO RETURN THE VEHICLE SET FORTH IN THIS SECTION.

30.12. Remote Drop Off Service Fee. A remote drop off service fee will be applied if Customer returns the Vehicle to a different location from its originating location. The fee will be calculated based on factors including the type of Vehicle, time of year, and Berrington's cost in transporting the Vehicle from the return location. The charge will be disclosed when Customer notifies Berrington that Customer is returning the Vehicle to a different location than where the Vehicle originated. This fee can be avoided by returning the Vehicle to its originating location.

30.13. Customer Installation of Monitoring or Tracking Devices on Equipment. In certain cases, Berrington may be willing to provide prior written consent to Customer to install, or cause to be installed, Customer-supplied or Customer-sourced dashboard cameras, telematics equipment and devices, and/or other digital and audio recording, or tracking devices (collectively, "Customer Devices") in the Vehicle. Customer is solely responsible for reviewing and procuring any necessary services, hardware, and software required to operate such Customer Devices, including but not limited to Internet connectivity. In cases where Customer installs, or causes to be installed, a Customer Device on any Vehicle, Customer shall indemnify, defend, and hold Berrington harmless for any liability, claims, losses, and/or damages incurred as a result of Customer's actions or inactions including, but not limited to, those arising from or relating to:

- (i) actual or alleged bodily or personal injury to or death of any person;
- (ii) damage to or loss of use of the Vehicle and/or property of Berrington, Customer or any third party;
- (iii) any contractual liability owed by Customer to a third party;
- (iv) any breach of, or inaccuracy in, the covenants, representations, and warranties made by Customer under the Agreement;
- (v) any violation by Customer or its vendors of any ordinance, regulation, rule, or law of the United States or any political subdivision or duly constituted public authority; or
- (vii) any lien or encumbrance arising out of or in connection with performance of Customer's obligations under the Agreement.

30.14. Routine Maintenance/Daily Inspections. Unless otherwise agreed to in writing by the parties, Customer shall perform Routine Maintenance (as defined herein) and daily inspections on the Vehicle during the Rental Period. "Routine Maintenance" is defined as the replacement of consumable

items such as motor oil, radiator coolant, brake fluid, power steering fluid, wiper blades, filters, and brake pads. Routine Maintenance shall be conducted in accordance with the manufacturer's specifications. When Routine Maintenance is required, Customer shall take Vehicle to one of Berrington's approved service vendors. A list of approved vendors is available from Customer's Berrington representative.

30.15. Electric Vehicle Rental. In addition to (and not in lieu of) Sections 30.1. through 30.14, the following terms apply to the rental of a battery-powered motor Vehicle with a non-combustion engine that is identified as an EV or electric Vehicle rental item(s) in a Rental and Service Agreement, the Reservation Details, or similar document (an "EV"):

30.15.1. EVs may collect information regarding the range of the EV's battery life, but such range calculations are provided for general informational purposes only and are not guaranteed to be accurate or complete. It is Customer's responsibility to always maintain an adequate EV battery charge of at least twenty percent (20%) to ensure the EV can be brought to a station for recharging and, at the end of the Rental Period, to a Store Location. The range and battery life of an EV is subject to change due to several factors such as weather, temperature, towed objects, and driving conditions outside Berrington's control. Customer is responsible for the cost of any tow if the EV is not drivable due to a low battery. Customer is not authorized to call a private tow. All towing must be arranged through Berrington.

30.15.2. At the end of the Rental Period, Customer is required to return the EV with a minimum battery charge of twenty percent (20%).

30.15.3. For recharging during the Rental Period, Customer is responsible for all costs, services, and fees incurred at any charging and/or supercharger stations. Customer may charge the EV at any station, private or public, at Customer's own cost. Customer is responsible for any damages, fees, fines, or penalties occurring at or associated with the use of charging stations.

30.15.4. Subject to Ford's Blue Oval Network terms and conditions, Berrington's Ford EVs may be able to access Ford's Blue Oval Charging Network (the "BOCN"). In some cases, Customer may be required to register for access to the BOCN and incur a fee at certain BOCN locations. Customer is responsible for all registration (including but not limited to Customer's acceptance of and compliance with any terms, conditions, and privacy policy required for access) and other fees charged by Ford or a third-party charging station. In situations where Customer uses a BOCN charging station to recharge the EV during the Rental Period and that cost and any other costs incurred at the charging station are billed by the BOCN to Berrington rather than Customer, such charges will be billed to Customer along with a "Recharging Service Charge". As used herein a Recharging Service Charge means a flat fee of \$1.00. The Recharging Service Charge will be billed to Customer each time Customer charges the Vehicle at a BOCN charging station and Berrington is billed for such recharging. The purpose of the Recharging Service Charge is to cover Berrington's administrative costs for managing the BOCN service. CUSTOMER AGREES TO PAY THE RECHARGING SERVICE CHARGE IN CASES WHERE BERRINGTON IS BILLED FOR CUSTOMER'S USE OF THE BOCN AND SUCH CHARGE IS PASSED THROUGH BY BERRINGTON TO CUSTOMER. Depending on when they are received from the BOCN, the costs of recharging and the Recharging Service Charge may be billed later due to processing time.

30.15.5. Battery charging limit on an EV shall be set at ninety percent (90%) maximum.

30.15.6. Any EV accessories including, but not limited to, charging cord(s) and plug adaptor(s) provided by Berrington with the EV are Customer's responsibility. If any EV accessories are lost, stolen, or damaged, it is the Customer's responsibility to immediately notify Berrington so the EV accessory can be replaced at Customer's cost and expense. Customer is responsible for returning the key fob and all other accessories provided with the EV to Berrington at the end of the Rental Period and Customer will be charged for any EV accessories that are lost, stolen, or damaged or otherwise not returned to Berrington with the EV.

31. USE OF TELEMATICS DEVICES, DASH CAMS, AND CUSTOMER DEVICES

If included with Customer's Equipment rental, Customer may access and use certain Berrington-approved and supplied telematics devices (the "Telematics Device(s)") and/or Berrington supplied dashboard cameras and/or digital and audio recording devices (the "Dash Cam(s)"). Telematics Devices and/or Dash Cams may include, but are not limited to, on-equipment devices, wearable devices, and any other telematics and/or recording devices, related accessories, and the Management System (as defined below), but shall exclude any Customer Devices or third-party portal or management tool not operated, approved or supplied by Berrington. Certain Telematics Devices and/or Dash Cams provide on-demand access management to Berrington Equipment and Vehicles and may be able to be configured through a web-based management system provided by Berrington (the "Management System"). Certain hardware and software requirements, and access to the Internet, may be required to use Telematics Devices and/or Dash Cams.

31.1. Database Information; Management System. Prior to using a Telematics Device or Dash Cam and in connection with use of the Management System, Customer shall provide Berrington with all information requested by Berrington in each case, which may include, but is not limited to, any contact and other information related to any Qualified Operators that may use a Telematics Device or Dash Cam (the "Database Information"). Customer will use reasonable efforts to not provide identifiable information and otherwise anonymize or pseudonymize Database Information as practicable. Upon mutual agreement of the parties, if possible, Berrington shall populate the Management System with such Database Information, and, after population, shall provide Customer with limited access to the Management System. Customer shall review the Database Information in the Management System promptly for accuracy and shall immediately notify Berrington of any errors or inaccuracies in the Database Information. If Customer fails to notify Berrington of any errors in the Database Information within seven (7) days after access to the Management System is granted to Customer, such information will be deemed accurate and correct. Berrington will not monitor any changes made by Customer to any Telematics Device, the Management System and/or the Database Information. Customer is solely responsible for any changes to the Database Information and/or any other information contained in the Management System after access to the Management System is granted to Customer. Berrington shall have no obligations to provide a portal or management tool with respect to Customer Devices. Berrington shall have no obligation to access, populate, monitor, and/or make changes to any such third-party platform.

31.2. Telematics Device and Dash Cam Overview. Prior to using a Telematics Device or Dash Cam, Berrington may (if applicable, in Berrington's sole discretion) review certain features and functions of the Telematics Device and/or Dash Cam with the Customer. Any use of the following is at the Customer's sole risk:

- (i) a Telematics Device or Dash Cam by unauthorized personnel (including operators that are not Qualified Operators);
- (ii) any part or feature or functionality of a Telematics Device or Dash Cam not reviewed with the Customer by Berrington (if review with Berrington is available and applicable);
- (iii) a Telematics Device or Dash Cam in a manner inconsistent with the Documentation (as defined below); or
- (iv) any Customer Device, including any accompanying portals or platforms.

CUSTOMER WAIVES AND RELEASES BERRINGTON FROM ALL LIABILITY RESULTING FROM THE USES IDENTIFIED IN THIS SECTION 31.2.(i)-(iv) AND WILL INDEMNIFY, DEFEND, AND HOLD BERRINGTON HARMLESS AGAINST ANY AND ALL DAMAGES OF WHATEVER KIND INCURRED BY BERRINGTON IN CONNECTION WITH SUCH USE. Customer is solely responsible for preventing unauthorized use of Telematics Devices, Dash Cams, and Customer Devices it has rented or that are included with Equipment it has rented from Berrington, including but not limited to, preventing use of any part or feature or functionality of each Telematics Device or Dash Cam not reviewed with the Customer by Berrington, as applicable. Customer shall not disable or circumvent, or attempt to disable or circumvent, any part of a Telematics Device or Dash Cam or the corresponding use and time limitations established in the Management System.

31.3. Documentation. Berrington may provide reference guides, manuals, and other documentary information, either in writing or electronically, in connection with a Telematics Device, Dash Cam, or Customer Device ("Documentation"). Customer's use of a Telematics Device, Dash Cam, or Customer Device shall be in strict compliance with the Documentation.

31.4. Other Entities. Customer may allow other entities to use a Dash Cam, Telematics Device, and/or the Management System, provided that such entities are Qualified Operators, have reviewed the use of the Dash Cam and/or Telematics Device with Berrington personnel, and have reviewed the relevant Documentation. Customer shall be fully and solely responsible for the acts and omissions of such other entities, and of persons directly or indirectly employed by any of them, as Customer is for the acts or omissions of itself and persons directly employed by Customer. Nothing herein shall create any contractual relationship between Berrington and any entities or persons other than Customer.

31.5. Support and Maintenance. Berrington shall provide certain maintenance and support services to Customer, including delivery of technical information, consulting, cooperation, and assistance as may be reasonably necessary with respect to Telematics Devices and Dash Cams, if Customer has timely paid to Berrington any amounts due under this Agreement and is not otherwise in breach of this Agreement. Berrington may assist Customer regarding use of the Management System, at Customer's reasonable request, within commercially reasonable timeframes and subject to sufficient cooperation by Customer. Customer is solely responsible for verifying any changes made in the Management System and for promptly ensuring and confirming the accuracy of such changes. Customer waives and releases Berrington from any liability regarding changes made at Customer's request and for any delay in making requested changes.

31.6. Access to Data. In connection with the provision of Telematics Devices, Dash Cams and Customer Devices, Berrington may access data, which may include personal information including precise geolocation and/or biometric data, which is held on or collected by Telematics Devices, Dash Cams, and/or Customer Devices. Berrington may use and disclose such data to improve its products, business and services. Data provided by Customer to or collected by the Telematics Devices, Dash Cams, or Customer Devices may be accessed, collected, used, or disclosed by Berrington for such purposes. Berrington's privacy policy, which describes how Berrington collects, uses, and shares data is located at <https://www.Berringtonrentals.com>. TELEMATICS DEVICES OR DASH CAMS AND, AS APPLICABLE, CUSTOMER DEVICES, MAY RETAIN DATA AFTER BEING REASSIGNED TO SUBSEQUENT CUSTOMERS. CUSTOMER SHALL PROVIDE ALL REQUIRED NOTICES AND OBTAIN ALL REQUIRED CONSENTS AS MAY BE REQUIRED UNDER ANY APPLICABLE LAW OR CONTRACT FROM ITS EMPLOYEES, CONTRACTORS, OR OTHER QUALIFIED OPERATORS TO PERMIT CUSTOMER AND/OR BERRINGTON'S COLLECTION AND USE OF DATA UNDER THIS SECTION AND AS OTHERWISE PROVIDED IN THIS AGREEMENT. Berrington may, but has no duty to, review such data, and shall not be required to monitor, assess, or notify Customer of any trends or other issues associated with such data. Customer is solely responsible for: (a) monitoring use of the Telematics Devices, Dash Cams and Customer Devices; and (b) reviewing and reacting to any trends or other issues present in data or behavior reflected by such data.

31.7. Termination of Access. Berrington reserves the right to terminate Customer's access and use of a Customer Device, Telematics Device, and/or Dash Cam at any time, in Berrington's sole discretion. Upon termination of access, Customer shall not attempt to use or access such Customer Device, Telematics Device, or Dash Cam. Termination of access may result in loss of data.

31.8. Prohibited Applications. Telematics Devices are not designed or intended for use in connection with the following:

- (i) aeronautic or aerospace applications;
- (ii) nuclear and other high-risk facilities; (
- iii) transportation systems or the delivery of oil, natural gas, or any other combustible liquid or gas; or
- (v) any other application in which the failure of a Telematics Device could lead to personal injury, death or other material consequence (the "Prohibited Applications").

The removal, alteration, or modification of Telematics Devices or Dash Cams shall also be considered Prohibited Applications. Customer shall not use Customer Devices, Telematics Devices, or Dash Cams for or in connection with any of the Prohibited Applications, unless authorized by the express written approval of an executive officer of Berrington. Berrington is not liable, in whole or in part, for any claim or damage arising from any use of the Customer Devices, Telematics Devices, or Dash Cams in connection with any Prohibited Applications even if Berrington has authorized such use or has been informed in writing (or otherwise) of such usage. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD BERRINGTON HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS, EXPENSES, AND LIABILITIES ARISING OUT OF ANY SUCH PROHIBITED APPLICATIONS OF THE CUSTOMER DEVICES, TELEMATICS DEVICES, OR DASH CAMS.

32. THE WEDGE SYSTEM

If included with Customer's Equipment rental, Customer may access and use a remote monitoring system (the "Wedge System") that consists of a gateway and various wireless sensors that allow for remote monitoring and start-up/shutdown of any space heaters manufactured by third parties that Berrington has rented (or has agreed, or is agreeing, to rent) to Customer under the Rental and Service Agreement (each, a "Heater"), which shall be deemed Equipment under this Agreement). This Wedge System may include optional features such as:

- (i) thermocouple adapters (the "TCA"),
- (ii) a control box device (the "Smart Heater Control Box") that may be connected to a Heater (as defined below) through its thermostat receptacle,
- (iii) login credentials to a secure website that may be accessed via Customer's network (the "Software"), and
- (iv) documentation describing the operation of the Smart Heater Control Box and Software (the "Smart Heater Documentation").

Collectively with any related hardware documentation (the "Wedge System Documentation") and with the Smart Heater Control Box and the Software, collectively, the "Smart Heater System" shall be deemed part of the Wedge System. (period added) To the extent that the Customer elects to rent the Smart Heater System, such components will only be used in connection with a Heater.

32.1. Operation of the Wedge System; Maintenance. Customer shall ensure that the Wedge System is operated only by employees of Customer (or, if Customer is an individual, only by Customer) who have received training and instruction from Berrington in the safe operation of the Wedge System ("Authorized Operators"). The Wedge System is certified for indoor use only but may be used outdoors in connection with the requirements of this Section 32 and the Wedge System Documentation. Customer shall ensure that no one other than Berrington alters, repairs, opens or modifies any Wedge System components, except that Customer may use any "reset" button on a Smart Heater Control Box to reset the Smart Heater Control Box. Berrington is under no obligation to inspect the Wedge System or the Heater but Berrington may, at its sole discretion, inspect any component of the Wedge System (and in the case of a Smart Heater Control Box, if applicable, the Heater to which it is connected) at any time, wherever located.

32.2. Warnings; Appropriate Signage. Customer shall ensure that each Authorized Operator: (i) takes all requisite training; and (ii) operates the Wedge System in accordance with all such Wedge System Documentation, training, and warnings. Customer shall also be responsible for and agrees to post Berrington-provided warning signs for as long as any of the Wedge System components are at the Site. Customer shall not operate the Wedge System without ensuring that appropriate warning signs are posted.

32.3. Temperature Measurement Tool. As additional functionality within the Wedge System (and as described in the Wedge System Documentation), Berrington provides a temperature measuring tool, which may assist in estimating the temperature of poured concrete, installed roofing or other objects at a Site (the "Temperature Measuring Tool"). Customer acknowledges and agrees that:

- (i) estimations of temperature provided by the Temperature Measuring Tool are for informational purposes only and may not be accurate or complete;
- (ii) the Temperature Measuring Tool is not calibrated to meet any compliance requirement, including but not limited to ISO 9001;
- (iii) Customer's installation of the TCA and wireless sensors (and the type and length of cable selected by Customer) may contribute to inaccuracy of the Temperature Measuring Tool;
- (iv) the Temperature Measuring Tool is an estimating technique and not a substitute for any destructive testing (i.e. break tests) that may be required by the American Society for Testing and Materials ("ASTM") or any applicable law or regulatory requirement; and
- (v) Customer will independently verify the strength of any concrete measured with the Temperature Measuring Tool, monitor such concrete's ongoing strength independently, and always comply with the ASTM standards and applicable law and regulatory requirements. The Temperature Measuring Tool is not a substitute for compliance with the ASTM or any other standard and may not be used to meet or satisfy any industry, legal or other regulatory requirement.

32.4. Software Access Right; Raw Data. Subject to this Agreement, Berrington grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access the Software through a web portal via Customer's computers or Customer's employees' personal computers for use and testing in combination with the Wedge System located at the Site during the term of this Agreement. Customer acknowledges that Berrington will obtain incidental information about the Site and the functionality of the Wedge System at the Site in connection with Customer's use of the Wedge System ("Raw Data"). Berrington shall retain ownership of all Raw Data and all data, concepts, products, services, software, intellectual property, and other rights arising from or related to Berrington's or its affiliates' use, analysis, research, and development of Raw Data. Berrington may use Raw Data to develop, enhance, modify, and improve technologies, tools, methodologies, services, and offerings, and/or for development or performance of data analysis or other insight generation.

32.5. System Control; Customer Obligations. During the term of this Agreement, except as otherwise expressly provided in this Agreement, Customer has and will retain sole control over the operation and management of, and all access to and use of, the Wedge System, and sole responsibility for all access to and use of the Wedge System by any person by or through the Customer's systems (if applicable) or any other means controlled by Customer. Customer shall at all times during the term of this Agreement:

- (i) set up, maintain, and operate in good repair the Customer systems on or through which the Wedge System is accessed;
- (ii) provide Berrington all cooperation and assistance including its personnel with such access to Customer's premises and Customer systems as is reasonably necessary for Berrington to perform its obligations;
- (iii) perform active monitoring of the Wedge System with no less care and diligence than a reasonably prudent operator of commercial heaters or other equipment would perform with respect to heaters or other equipment without remote operations;
- (iv) ensure that all information placed into the Software is accurate and complete, and assume any risk of liability or inaccuracy due to inaccurate information;
- (v) notify Berrington immediately if it learns of any unauthorized use or breach of security of the Wedge System; and
- (vi) not permit any other person to access or use the Wedge System except as expressly permitted by this Agreement.

32.6. Restrictions. Customer shall be solely responsible for the use of the Wedge System and ensuring that any Authorized Operators of the Wedge System always comply with the Wedge System Documentation. Customer shall not:

- (i) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Smart Heater Control Boxes or Software or any other component of the Wedge System to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- (ii) bypass or breach any security device or protection used by or with the Smart Heater Control Boxes or the Software or any other component of the Wedge System;
- (iii) input, upload, transmit, or otherwise provide to or through the Software any information or materials that are inaccurate, unlawful or injurious, or contain, transmit, or activate any harmful code;
- (iv) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Software or any other component of the Wedge System;
- (v) access or use the Wedge System for purposes of competitive analysis of the Wedge System, the development, provision, or use of a competing software service or product or any other purpose that is to Berrington's detriment or commercial disadvantage; or
- (vi) otherwise access or use the Wedge System beyond the scope of this Agreement.

32.7. Suspension of the Software. Notwithstanding anything to the contrary in this Agreement, Berrington may suspend Customer's access to the Software if Berrington reasonably determines that:

- (i) there is a threat or attack on the Software, the Wedge System or any infrastructure related to the Software;
- (ii) Customer's or any Authorized Operator's use of the Software disrupts or poses a security risk to the Software, the Wedge System, any intellectual property or infrastructure related to the Software, or to Berrington or its other customers or vendors;
- (iii) Customer, or any Authorized Operator, is using the Software for fraudulent or illegal activities;
- (iv) Berrington's provision of the Software to Customer or any Authorized Operators is prohibited by applicable law; or
- (v) Customer otherwise breaches this Agreement.

Berrington will use commercially reasonable efforts to provide written notice of any such suspension to Customer and to provide updates regarding resumption of access to the Software following any suspension. Berrington will have no liability for any damages, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized Operator may incur because of any suspension.

32.8. Intellectual Property. As between the parties, Berrington retains all right, title, and interest, including any intellectual property rights, in and to the Wedge System and any enhancements and improvements to, and any derivative works thereof. Except as provided in this Agreement, Customer does not acquire any rights, express or implied, in or to the Wedge System. If Customer or any of its employees or contractors sends or transmits any communications or materials to Berrington suggesting or recommending changes to the Wedge System, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (collectively, "Feedback"), Berrington shall own and is free to use such Feedback, including all moral rights in and to the Feedback which Customer hereby assigns to the Berrington without further act or formality or any additional consideration, irrespective of any other obligation or limitation between the parties governing such Feedback.

33. STORAGE AND OFFICE SOLUTIONS SERVICES

"Storage and Office Solutions Services" may include the delivery, installation, and removal of storage containers, ground level offices, office trailers, modular buildings, tent and fabric building structures, and parts and accessories thereto. Unless otherwise agreed to by the parties in writing, Customer shall:

- (i) provide unobstructed ingress and egress to the area where the Equipment will be located and provide a level, accessible, secure, and safe area that will bear the weight of the Equipment where Berrington will perform the Storage and Office Solutions Services;
- (ii) not move or allow others to move the Equipment without Berrington's prior written consent;
- (iii) not affix or anchor the Equipment to the ground or any structure unless specifically authorized by Berrington;
- (iv) use and maintain the Equipment in good repair and working order (in accordance with applicable federal, state and local laws, rules, regulations and ordinances, including, without limitation, OSHA, as well as the manufacturer's safety rules and instructions);
- (v) furnish any parts, mechanisms and devices required to keep the Equipment in good mechanical working order, including but not limited to plumbing (including winterization), HVAC and electrical systems (including replacement of air filters and lightbulbs);
- (vi) pay for and provide Berrington with the location of all utility connections and hookups;
- (vii) keep all persons (other than Berrington employees) off and away from the Equipment during its delivery, installation and removal;
- (viii) be responsible for obtaining all required permits necessary for the Storage and Office Solutions Services;
- (ix) not store any hazardous materials in the Equipment;
- (x) remove all locks from the Equipment at the end of the rental term;
- (xi) ensure that the Equipment is clean and empty at the time of removal; and
- (xii) reimburse Berrington for all missing Equipment and for the costs of repair as stated in Section 11 of these Rental and Service Terms.

With respect to any personal property in or on the Equipment, Berrington is not a bailee or warehouseman of Customer's, or any other person's, personal property. Berrington expressly disclaims any custody, control, or responsibility for the care of Customer's, or any other person's, personal property. Customer must take any steps necessary for safeguarding personal property. Under no circumstances are Berrington or its agents responsible for any personal property that may be lost, stolen, or damaged. Berrington may, but is not required to, lock or otherwise secure the Equipment, and Customer's access to the Equipment may be limited or conditioned in any manner deemed reasonably necessary by Berrington.

34. AUTONOMOUS EQUIPMENT

When Customer rents autonomous or self-guided (by software or otherwise) equipment ("Autonomous Equipment") pursuant to this Agreement, Customer's use of such Autonomous Equipment is subject to the Autonomous Equipment manufacturer's terms and privacy policy. Autonomous Equipment and its associated software collect, use, and disclose information, including personal information and other information regarding the use and operation of the equipment (collectively, "Autonomous Equipment Data"), and such disclosure may be made to the manufacturer of the autonomous equipment or other parties, including Berrington. As between the parties, Berrington retains all right, title, and interest, including any

intellectual property rights, in and to all Autonomous Equipment Data, and any enhancements and improvements to, and any derivative works thereof. Except as provided in this Agreement, Customer does not acquire any rights, express or implied, in or to Autonomous Equipment Data.

35. TEMPORARY STRUCTURES

A "Temporary Structure" includes tents, clear span tents, frame tents, pole tents, tension structure tents, or any other industrial tent or temporary shelter, including all accessories provided therewith. All Temporary Structures shall be deemed Equipment under this Agreement.

35.1. Delivery. Standard transportation charges include delivery/removal within seventy-five (75) feet of Berrington's truck, if delivery is outdoors, or the dock or front door on the ground floor, if indoors. Additional charges may apply for any deviations from this standard. Heavy equipment may be required for installation and/or removal of a Temporary Structure. Berrington will not be responsible for any damage to the Site, the ground, or to any underground utility or sprinkler lines that may occur during this process.

35.2. Site Requirements. Prior to installation, Customer shall clearly mark and identify all underground utilities at the Site at which the Temporary Structure will be installed and notify Berrington of the same. Customer agrees the Site shall:

- (i) be free and clear of all obstructions of any kind affecting the erection and/or removal of the Temporary Structure;
- (ii) be of adequate size, with a minimum of ten (10) feet of space around the perimeter of the Temporary Structure for staking, pulling tops, and erecting the frame; and,
- (iii) have adequate ground texture to securely hold stakes for guying.

35.3. Removal. Once installed, the Temporary Structure may only be moved by Berrington, for an additional charge. Unless the parties agree otherwise, Customer must provide at least thirty (30) days' advance written notice to schedule removal of the Temporary Structure, which will remain "on rent" until removed from the Site by Berrington.

35.4. Customer Responsibilities. In connection with each Temporary Structure, the parties agree that Customer will be solely responsible for:

- (i) procuring all permits;
- (ii) ground compaction for staking;
- (iii) all damages and costs associated with the staking in soft or otherwise unsuitable grounds;
- (iv) maintaining adequate safety precautions to prevent the public, any invitee, Customer employees, contractors or, other individuals from injuring themselves, particularly with respect to guy lines, poles, and stakes, which may lie outside the inner space of the Temporary Structure; and,
- (v) the condition of asphalt after the stakes are removed.

Customer also agrees:

- (vi) that the Temporary Structure shall be for its sole use and benefit at the Site;
- (vii) without the written consent of Berrington, not to hang or attach any items, signage, stickers, or decoration to the Temporary Structure; and,
- (viii) not to remove or disassemble, or permit a third-party to disassemble or remove, the Temporary Structure.

35.5. Weather Related Conditions.

35.5.1. Unless otherwise stated in the Reservation Details, the Temporary Structure is not designed or constructed to withstand the weight and/or pressure of snow accumulation (a "Snow-Loaded Structure") or extreme weather. Accordingly, Customer agrees to:

- (i) keep all snow, ice, and debris from the top of the Temporary Structure; and
- (ii) evacuate the Temporary Structure when winds exceed thirty-five (35) miles per hour (or such greater wind speed as may be specified in writing by the engineer of record for the project), or when other unsafe conditions arise.

Upon request, Berrington will provide a non-site-specific copy of the engineering report illustrating a Temporary Structure's design load. The parties agree that Berrington shall have no liability for any events, damage, or injury (weather related or otherwise) that cause the Temporary Structure to exceed its design limits.

35.5.2. To the extent Customer rents a Snow-Loaded Structure with an inflatable roof and pump system, Customer agrees it is solely responsible for providing power to, and performing daily inspections of, the roof pumps upon which the engineering performance of such structure relies, and promptly notifying Berrington of any issues (e.g. power off, error codes, low pressure, etc.) Berrington is not responsible for any damage in the event Customer fails to perform inspections or promptly notify Berrington of any pump issues.

35.6. Disclaimers. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, THE TEMPORARY STRUCTURES ARE PROVIDED "AS IS." NO OTHER WARRANTIES - ~~(WHETHER EXPRESS OR IMPLIED)~~ APPLY. CUSTOMER ASSUMES ALL RISK FOR INJURY AND PROPERTY DAMAGE RELATING TO THE USE OF THE TEMPORARY STRUCTURE AND ACKNOWLEDGES THAT BERRINGTON IS NOT RESPONSIBLE IN THE EVENT ANY ACT CAUSES THE STRUCTURE TO EXCEED ITS DESIGN LIMITS (SUCH AS, BUT NOT LIMITED TO, EXCESSIVE SNOW OR THE EFFECTS OF A TORNADO OR HURRICANE) OR FALL. IF THE TEMPORARY STRUCTURE IS DAMAGED OR RENDERED UNUSABLE FOR ANY REASON (INCLUDING ADVERSE WEATHER), CUSTOMER REMAINS RESPONSIBLE FOR THE CHARGES UNDER THE AGREEMENT. BERRINGTON MAY, AT ITS SOLE DISCRETION, BASED ON TIME AND AVAILABILITY, INSTALL A REPLACEMENT STRUCTURE FOR AN ADDITIONAL CHARGE.

35.7. Cancellation. If Customer cancels its order for the Temporary Structure less than fourteen (14) days prior to the scheduled delivery date, Customer shall be responsible for all costs.

36. MATS

When Customer rents mats (including any tracking technology included thereon) ("Mats"), which shall be deemed Equipment under this Agreement, the following additional terms apply.

36.1. Rental Period: The Rental Period for the Mats will commence on the day the Mats are either:

- (i) shipped to Customer at the staging area mutually agreed upon between the parties (the "Staging Area") or,
- (ii) picked up by Customer from a Store Location, and will conclude, as applicable, on the date the Mats are:
 - (a) returned to the Staging Area,
 - (b) removed by Berrington from another location mutually agreed upon between the parties or,
 - (c) delivered to a Store Location, if Customer is handling transportation.

As Mats may be delivered across multiple days, the Rental Period for some Mats may begin and end earlier than others.

36.2. Delivery. Mats will be delivered using a common carrier based upon the agreed number of loads per day. If more loads per day are required, additional charges may apply. Unless Berrington is providing installation services, Customer agrees:

- (i) to have sufficient people and machinery to promptly unload the Mats; and,
- (ii) that it will be responsible for installing the Mats, and subsequently removing the Mats from, the Site set forth in the Reservation Details.

36.3. Use; Location and Storage. In connection with the use of the Mats, Customer acknowledges and agrees that:

- (i) the ground upon which the Mats will be used (including when any additional structures are placed on the Mats) will be suitable for the Mats and those additional structures;
- (ii) it is responsible for the maintenance and condition of the Mats while in its possession; and
- (iii) will only use the Mats in connection with the project identified in the Reservation Details.

Customer also agrees that the Mats will only reside at the Staging Yard or the Site, and be segregated from, and not mixed with, non-Berrington mats (it being understood that any mat mixed with the Mats will be presumed to be part of the Mats). Customer further agrees to keep up-to-date records of the location of the Mats, and upon request, provide copies to Berrington. **SUBJECT TO COMPLYING WITH ANY APPLICABLE SAFETY OR SECURITY REQUIREMENTS, CUSTOMER AGREES THAT BERRINGTON HAS THE RIGHT TO ENTER ANY PLACE WHERE THE MATS IS USED, KEPT OR STORED TO INSPECT AND COUNT THE SAME.**

36.4. Mat Services. Unless otherwise set forth in the Reservation Details, Customer agrees to the following in connection with any Services provided with the Mats:

36.4.1. Customer or its contractors will provide Berrington with the Site information and documentation Berrington requests to assess, plan, and perform the Services. If such information is not available, Customer agrees that Berrington may rely upon information gathered from Google Earth (or a similar application) to perform the Services. Customer acknowledges and agrees that it is impossible for Berrington to ensure the accuracy, completeness, and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling such information. Accordingly, Berrington will not be liable for any losses or damages that result from such inaccurate or incomplete information.

36.4.2. Customer further agrees to:

- (i) ensure that access points to and from public roads, off-right of way ("Off-ROW") roads and/or the right of way to the Site (the "ROW"), as applicable, be free and clear of all obstructions or adverse conditions that may affect the provision of Services or the physical safety of Berrington's employees;
- (ii) procure all necessary permits and approvals (including any approvals necessary for any Off-ROW private road access to the ROW);
- (iii) conduct any pre-construction surveys, including those related to the Site, Off-ROW routes or the ROW;
- (iv) ensure that the ground conditions necessary for the performance of the Services and the intended use of the Mats are satisfactory;
- (v) manage its other third-party contractors such that their services (including timetables or delays) do not interfere with, or impede, Berrington's provision of the Services (including, but not limited to, delaying any agreed-upon Service dates); and
- (vi) be responsible for the condition of the Site after the Mats are removed (it being understood that unless the Reservation Details states otherwise, Berrington will have no obligation to restore the ground to its previous condition).

36.5. Mats Return; Replacement Fee.

36.5.1. Customer agrees to notify Berrington no less than ten (10) days in advance of when it intends to begin returning the Mats. Unless the Reservation Details states otherwise, at the end of the Rental Period, Customer will return the Mats to the "Staging Yard". Mats not returned to the Staging Yard, not available for pick-up at the agreed-upon location if Berrington is providing removal services, not returned to the Store Location (if Customer is handling transportation) or, whose rental is extended beyond the Rental Period will be subject to the daily rate set forth in the Reservation Details. Prior to, and after the return date, and anytime Customer is in default, Berrington will be entitled to use, without cost, the Staging Yard to store, count, inspect and load the Mats for reshipment. As Rental Periods may vary, Berrington will regard any Mats returned as having been returned in the order in which they were delivered. To the extent Berrington installs equipment for use at the Staging Yard or the Site for clean-up (i.e., dumpsters), Customer shall not use such equipment.

36.5.2. A replacement fee (a "Replacement Fee", which fee is set forth in the Reservation Details), will be assessed for any Mat:

- (i) not returned at the end of the Rental Period; or
- (ii) returned in a condition so damaged that it is not suitable for further use (each a "Cull Mat");

provided, however, if all amounts were paid when due during the entire Rental Period and Customer is not otherwise in default under this Agreement, Berrington will forgive the Replacement Fee for Cull Mats up to the attrition number set forth in the Reservation Details. The payment of a Replacement Fee as to any piece of Mats (including a Cull Mat) will not be interpreted as allowing Customer the right to keep or resell any Mats.

37. ALARM MONITORING SOLUTIONS

37.1 Definitions.

"Alarm Monitoring System" means an integrated security system consisting of hardware, software, monitoring services, and live view capabilities designed to enable real-time surveillance, motion detection, alarm notification, event recording, and remote access to visual feeds and system status for the purpose of monitoring Customer job sites, equipment yards, facilities, or other designated locations. Alarm Monitoring Systems are deemed to be Equipment under this Agreement.

"Alarm Monitoring Services" means any professional, monitoring, deployment, installation, configuration, activation, and other services offered or provided by Berrington Rentals or its subcontractors and purchased by Customer that are related to the Alarm Monitoring System. Alarm Monitoring Services are deemed to be Services under this Agreement.

"Event" means an occasion when Berrington receives data from the Customer's device or a third party that requires or triggers Alarm Monitoring Services.

"Monitoring Hours" means the specified times in which Alarm Monitoring Services are required.

"Site Contact" means an individual authorized by the Customer to receive notifications, alerts, and communications from Alarm Monitoring Services on behalf of Customer, including but not limited to calls regarding alarm activations, system malfunctions, and other Events. The Customer shall provide Berrington with current contact information for each Site Contact and shall promptly notify Berrington of any changes to this contact information or designation.

37.2 Alarm Monitoring Services; Notifications. Alarm Monitoring Services may enable Customer to communicate with and have certain devices monitored by Berrington at certain mutually agreed times, including during an Event. It is Customer's sole responsibility to notify Berrington if it (or anyone else) will be on Site during Monitoring Hours and provide the duration of this interruption so that Alarm Monitoring Services may be suspended during the specified hours. Alarm Monitoring Services may require that Berrington communicate with the Customer or its Site Contact(s), which may take different forms, including a live operator telephone call, a pre-recorded telephone message using an auto dialer, or an SMS or other form of text message or some other form of electronic communications. Berrington will communicate with the Customer at the telephone number provided.

Customer will:

- (i) inform Site Contact(s) that Berrington will communicate with them at such numbers; and
- (ii) obtain permission from the Site Contact(s) that Berrington may communicate with them at these telephone numbers.

Customer hereby expressly consents to Berrington and/or its third-party service providers sending notifications in connection with Alarm Monitoring Services. Alarm Monitoring Services may not be available in all jurisdictions in the United States. If an Event is triggered from a jurisdiction where Alarm Monitoring Services are unavailable, Berrington shall have no obligation to provide the Alarm Monitoring Services and shall have no liability for any failure to provide the Alarm Monitoring Services and/or respond to an Event. The Alarm Monitoring System will not be able to communicate with Berrington or a third-party service provider if Customer's network is inoperable, has been disconnected, interrupted, or interfered with, or is otherwise damaged or incompatible.

38. ENTIRE AGREEMENT / ONLY AGREEMENT

These terms and conditions and the front the Agreement, and any Addendum attached thereto, represent the entire agreement between Customer and Berrington with respect to the Equipment and the Services. There are no oral or other representations or agreements not included herein. None of Berrington's rights or Customer's rights may be changed and no extension of the terms of this Agreement may be made except in writing, signed by both Berrington and Customer. Any use of Customer's purchase order number on this Agreement is for Customer's convenience only.

39. ORDER OF PRECEDENCE

These terms and conditions and the Agreement shall control over any terms and conditions contained in Customer's purchase order or similar documents and such other terms are hereby rejected by Berrington. If Berrington signs Customer's purchase order or similar document, such signature shall be solely for the purpose of acknowledging the order; it being the express intent of the parties that the Agreement and these terms and conditions shall govern all rental and service transactions.

40. CLASS ACTION WAIVER

Customer agrees that any claims or proceedings brought by Customer relating to this Agreement will be conducted on an individual basis, and not on a class-wide, collective, or representative basis, and that any one person's claims or proceedings may not be consolidated with any other claims or proceedings. Customer will not sue Berrington as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against Berrington. Nothing in this paragraph, however, limits Customer's right to bring a lawsuit as an individual plaintiff.

41. JURY WAIVER

The federal and state courts in the county in which the Store Location is located shall have exclusive jurisdiction over all matters relating to this Agreement. TRIAL BY JURY IS WAIVED. In order to effect service of process on Berrington, please contact the Secretary of State Corporations Division or the equivalent office in your state to obtain the name of the registered agent and the registered office address that is on file with the Secretary of State for Berrington. Berrington shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

42. OTHER PROVISIONS

42.1. Any failure of Berrington to insist upon strict performance by Customer of any terms and conditions of this Agreement shall not be construed as a waiver of Berrington's right to demand strict compliance. Customer has carefully reviewed this Agreement and waives any principle of law which would construe any provision hereof against Berrington as the drafter of this Agreement. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

42.2. Customer agrees to pay all reasonable costs of collection, court costs, attorneys' fees, and other expenses incurred by Berrington in the collection of any charges due under this Agreement or in connection with the enforcement of its terms.

42.3. Customer shall pay the rental and service charges without any offsets, deductions, or claims.

42.4. Customer consents to the collection, use, and disclosure of their personal identification and financial information as described herein and in Berrington's Privacy Policy located at <https://www.berringtonrentals.com>. Customer's personal identification and financial information is provided voluntarily and not as part of a credit card transaction. Personal identification information includes, for example, Customer's name, billing address, ZIP code, telephone number, date of birth, driver's license number, and email address. Financial information includes, for example, information related to any balances or invoices related to the Agreement. Customer's personal identification information can be used for purposes of this transaction, any subsequent transactions with Berrington, and for Berrington to evaluate and improve its products and services and/or develop new products or services. Customer's personal identification information and/or financial information may be disclosed to contractors, service providers, and other third parties that support Berrington's business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.

42.5. Berrington shall have the right to immediately repossess the Equipment, without any liability to Customer, in the event of:

- (i) permanent closure of the Store Location;
- (ii) declaration of any emergency, disaster or similar situation by any federal, state or local government; or
- (iii) as otherwise set forth in this Agreement.

42.6. If any provision of this Agreement is invalid, illegal, or incapable of being enforced under applicable law, that provision will be severed from this Agreement and all other provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the parties shall modify this Agreement to affect the original intent of the parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

43. CRIMINAL WARNING

The use of false identification to obtain Equipment or the failure to return the Equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.

44. GPS TRACKING

Customer and Berrington each consent to the collection and monitoring of electronic information, including Global Positioning System ("GPS") data, generated by or in connection with Customer's use of or the location of the Equipment (including through or utilizing Telematics Devices). Customer agrees that Berrington owns the data described in this paragraph and may use such data, including GPS data, in accordance with Berrington's Privacy Policy located at <https://www.berringtonrentals.com>. Customer shall obtain all required consents as may be required under any applicable laws from its employees, contractors or other Qualified Operators to permit Berrington's collection and use of data under this Section.

45. FORCE MAJEURE

Berrington shall not be liable to Customer for failure to comply with the terms of the Rental and Service Agreement or performance of its obligations hereunder to the extent such failure has been caused by Force Majeure, provided that Berrington shall give notice to Customer as soon as commercially possible and shall exercise reasonable efforts to resume performance. For the purposes of the Rental and Service Agreement, "Force Majeure" shall mean fire, war, insurrection, act of terrorism, riots, flood, hurricane, typhoon, earthquake, tornado, mudslide, tsunami, and any other natural disaster, pandemic, or other causes beyond the reasonable control and not due to the fault of the non-performing party.

46. CHANGES TO THE RENTAL AND SERVICE TERMS

Berrington reserves the right to modify or make changes to these Rental and Service Terms at any time. Any such modification will be reflected in these terms as of the "Last update" date below and will be effective immediately upon public posting on Berrington's website. Customer's continued use of the Equipment following any such modification constitutes the Customer's acceptance of these modified Rental and Service Terms. Except for changes described here, no other amendment or modification of these Rental and Service Terms will be effective unless in writing and signed by the parties.