

GENERAL TERMS AND CONDITIONS

1. Equipment. Lessor hereby leases to Lessee, and Lessee hereby accepts, the Equipment for the Term, subject to the terms and conditions of this Agreement

2. Ownership. Lessor shall have title to the Equipment at all times. Lessee shall acquire no ownership, title, property, right, equity, or interest in the Equipment other than its right to lease the Equipment during the Term subject to all the terms and conditions of this Agreement.

3. Use of Equipment. Lessee shall use the Equipment only for the Purpose. Lessee shall be the only person who uses the Equipment. Lessee agrees that no other person will use the Equipment.

4. Rental Fee; Delivery Fee; Security Deposit. Lessee shall pay the Rental Fee upon signing this Agreement. If Lessor is delivering the Equipment to the Delivery Location, Lessee shall also pay the Delivery Fee upon signing this Agreement. If Lessee is required to pay the Security Deposit, Lessee shall also pay the Security Deposit upon signing this Agreement.

5. Pick Up or Delivery of Equipment.

5.1 Pick Up. If Lessee is picking up the Equipment from Lessor, Lessee shall pick up the Equipment on the Start Date at a time agreed upon by Lessor and Lessee, and Lessee shall, at its sole expense and risk, transport the Equipment for the Purpose. If Lessee does not pick up the

Equipment on the Start Date at the agreed upon time, Lessor is not required to return any of the Rental Fee to Lessee.

5.2 Delivery. If Lessor is delivering the Equipment to the Delivery Location, Lessor shall deliver the Equipment to the Delivery Location on the Start Date at a time agreed upon by Lessor and Lessee. Lessee shall be physically present to accept delivery of the Equipment. If Lessee is not physically present to accept delivery of the equipment on the Start Date at the agreed upon time, (a) Lessor is not required to wait for Lessee to arrive, and (b) Lessor is not required to return any of the Rental Fee or the Delivery Fee to Lessee.

6. Return of Equipment.

6.1 Lessee Picked Up Equipment. If Lessee picked up the Equipment from Lessor pursuant to Section 5.1, Lessee shall, at its sole expense and risk, no later than the End Date or the earlier termination of the Term, return such Equipment to a location that shall be designated by Lessor in its sole discretion. If Lessee does not return the Equipment by the End Date, Lessee shall pay to Lessor a late fee equal to 1.5 times the applicable daily rental fee for the Equipment multiplied by the number of days it is late. Payment of any late charge does not excuse Lessee from any default under this Agreement.

6.2 Lessor Delivered Equipment. If Lessor delivered the Equipment to Lessee pursuant to Section 5.2, Lessee shall have the Equipment ready for pick up by Lessor on the End Date. Lessor and Lessee shall coordinate the specific time for the pick-up. If Lessee does not have the Equipment ready for pick up by Lessor on the End Date at the agreed upon time, (a) Lessee shall pay to Lessor a late fee equal to 1.5 times the applicable daily rental fee for the Equipment multiplied by the number of days the Equipment is not ready for pick up after the End Date, and (b)

Lessee shall pay to Lessor all expenses incurred by Lessor when it attempted to pick up the Equipment on the End Date.

6.3 In all circumstances, Lessee shall cause the Equipment returned under this Agreement to be in at least as good condition as when delivered to or picked up by Lessee, ordinary wear and tear excepted, complete with all parts, and in compliance with applicable law. The condition of all parts on the return of any Equipment by Lessee shall be at least as good as when the Equipment delivered to or picked up by Lessee. Any repairs to such parts necessary on return to restore them to a condition as good as when such Equipment delivered, and any replacement of such parts required on return by their unfitness for use or damage beyond repair, shall be at Lessee's sole expense. Any repairs to any Equipment required on return because of damage to such Equipment while in Lessee's possession shall be at Lessee's sole expense.

6.4 Lessor shall provide the Equipment with a full tank of fuel. If the Equipment requires fuel, Lessee shall return the Equipment with a full tank of fuel. If Lessee fails to return the Equipment with a full tank of fuel, Lessee shall pay to lessor an amount equal to 1.5 times the cost of filling up the tank of fuel.

6.5 All additional fees or expenses required to be paid by Lessee pursuant to this Section 6 shall be paid by Lessee to Lessor within seven days of Lessor's demand for payment.

6.6 Nothing contained in this Section 6, including Lessee's payment of late fees or additional expenses, shall (a) constitute a waiver of Lessee's failure to perform any obligation under this Agreement, or (b) give Lessee the right to retain possession of any Equipment after the

End Date or the earlier termination of this Agreement for such Equipment.

7. Lessee's Covenants. During the Term and at all times when Lessee operates the Equipment, Lessee shall comply with the covenants in this Section 7.

7.1 Lessee shall grease all twenty-two points of the Equipment, every ten hours, for the entire duration of the Term, including any time after the Term during which Lessee maintains possession of the Equipment.

7.2 Lessee shall comply with all applicable law.

7.3 Lessee shall not enter into any sublease of any Equipment.

7.4 No marking of any kind shall be placed on any Equipment by Lessee.

7.5 Lessor or Lessor's representatives shall have the right to inspect the Equipment without notice, if deemed necessary.

7.6 Lessee shall not permit any other person or party to operate the Equipment.

8. No Setoff. Lessee's obligation to pay all amounts under this Agreement is absolute and unconditional and is not subject to any

abatement, counterclaim, defense, deferment, interruption, recoupment, reduction, or setoff for any reason whatsoever.

9. EXCLUSION OF WARRANTIES. LESSOR MAKES NO WARRANTY WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY AGAINST INTERFERENCE; OR (d) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

10. Loss.

10.1 During the Term and at all other times during which Lessee has possession of the Equipment, Lessee shall bear all risk of loss, damage, destruction, theft, taking, confiscation, or requisition, partial or complete, of or to such Equipment or its use, however caused or occasioned (“Loss”). Lessee shall notify Lessor within two hours of learning of any such Loss.

10.2 If Lessor determines in its sole discretion that a Loss has materially impaired the Equipment affected or its use, Lessee shall pay the cost to repair or replace such Equipment within seven days of Lessor’s demand for payment. If Lessee has paid the Security Deposit, such Security Deposit shall be applied to the cost of repair or replacement first, and Lessee shall be solely responsible for all amounts in excess of the Security Deposit.

11. Insurance. During the Term and at all other times during which Lessee has possession of the Equipment, Lessee shall, at its own expense, (a) maintain and carry in full force and effect commercial general liability insurance with limits no less than \$1,000,000.00 for each occurrence and \$3,000,000.00 in the aggregate, which policy will include contractual liability coverage insuring the activities of Lessee under this Agreement, and (b) name Lessor as an additional insured of such policy.

12. Default.

12.1 Each of the following events is an “Event of Default“ under this Agreement: (a) Lessee fails to pay any amount under this Agreement when due; (b) Lessee defaults in the observance or performance of any other term, covenant, or condition of this Agreement, on Lessee’s part to be observed or performed; (c) Lessee’s interest or any portion thereof in this Agreement devolves on or passes to any other party, whether by operation of law or otherwise.

12.2 If an Event of Default occurs, Lessor may, in its sole discretion, exercise one or more of the following remedies: (a) declare this Agreement in default; (b) terminate this Agreement in whole or in part; (c) take possession of, or render unusable, any Equipment wherever it may be located, without demand or notice, without any court order or other process of law, and without liability to Lessee for any damages occasioned by such action; (d) require Lessee to deliver any Equipment in the condition required under this Agreement to a location designated by Lessor and, for each day that Lessee fails to return any Equipment, Lessor may demand an amount equal to 1.5 times the applicable daily rental fee for the Equipment multiplied by the number of days the Equipment is not returned; (e) proceed by court action to enforce performance by Lessee of this Agreement and/or to recover all damages and expenses incurred by Lessor by reason of any Event of Default; (f) not return any fee paid by Lessee; and (g) exercise any other right or

remedy available to Lessor at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

13. Indemnity; Assumption of Risk; Release of Liability.

Lessee shall indemnify, defend, and hold harmless Lessor, its successors and assigns, and its affiliates and their successors and assigns and the respective directors, officers, managers, members, employees, consultants, financial advisors, counsel, accountants, and other agents of Lessor, its successors and assigns, Lessor's affiliates, and their successors and assigns (collectively, "Indemnitees") against any and all losses, injury, death, damages, liabilities, claims, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatsoever kind and nature, including attorneys' fees and the cost of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers incurred by Indemnitees, relating to, arising out of, or in connection with the transactions contemplated by this Agreement, including without limitation: (a) Lessee's lease, possession, maintenance, use, condition, repair, return, disposition, operation, storage, or transportation of any Equipment, any parts, or any modifications thereto, including without limitation any related pollution, contamination, environmental impairment, or similar condition; (b) any inaccuracy in or breach of any of the representations of Lessee contained in this Agreement; and (c) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Lessee pursuant to this Agreement.

13.2 LESSEE IS AWARE AND UNDERSTANDS THAT OPERATING THE EQUIPMENT IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF PERSONAL, PHYSICAL, OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS. LESSEE

ACKNOWLEDGES THAT ANY INJURIES THAT IT SUSTAINS MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF LESSOR. NOTWITHSTANDING THE RISK, LESSEE ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY LEASING AND OPERATING THE EQUIPMENT WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF LESSOR OR OTHERWISE.

1.1 LESSEE HEREBY EXPRESSLY WAIVES AND RELEASES ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST THE INDEMNITEES ARISING OUT OF OR ATTRIBUTABLE TO IT LEASING AND OPERATING THE EQUIPMENT, WHETHER ARISING OUT OF THE NEGLIGENCE OF ANY INDEMNITEE OR OTHERWISE. LESSEE COVENANTS NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST ANY INDEMNITEE, AND FOREVER RELEASES AND DISCHARGES ALL INDEMNITEES FROM LIABILITY UNDER SUCH CLAIMS.

1.2 BY SIGNING THIS AGREEMENT, LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, INCLUDING THIS SECTION 13, AND THAT LESSEE IS VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE LESSOR AND ANY OTHER INDEMNITEE. LESSEE ACKNOWLEDGES THAT IT IS AT LEAST 19 YEARS OF AGE AND FULLY COMPETENT.

2. Lessor's Performance of Lessee's Obligations. If Lessee is in default or an Event of Default has occurred and is continuing, Lessor may, in its sole discretion, make any payment or perform any obligation on behalf of Lessee or take any action that Lessor in Lessor's sole discretion

deems necessary to maintain and preserve any or all Equipment and Lessor's interests therein. Lessor's payment, performance of such obligation, or taking of such action shall not be a waiver by Lessor of any default or Event of Default or a release of Lessee by Lessor. Lessee shall pay immediately on demand to Lessor all sums so paid by Lessor and any expenses (including legal fees and costs) incurred by Lessor in connection with Lessor's payment, performance of such obligation, or taking of such action.

3. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Lessee to make payments to Lessor hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, other potential disasters or catastrophes, such as epidemics or pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) inability or delay in obtaining supplies of adequate or suitable materials. The Impacted Party shall give notice within 12 hours of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of three days following notice given by it under this Section, the other Party may thereafter terminate this Agreement immediately.

4. Miscellaneous. This Agreement and all matters arising out of or relating to this Agreement, including tort and statutory claims, are governed by, and construed in accordance with, the laws of the State of Alabama, without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. Either Party shall institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts in each case located in Birmingham, Alabama. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (a) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS; (b) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; AND (c) WAIVES ANY RIGHT TO TRIAL BY JURY. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. No waiver of any right, remedy, power, or privilege under this Agreement (“Right(s)”) is effective unless contained in a writing signed by the Party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right. The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise. Lessee may not directly or indirectly assign, transfer, or delegate any of or all of its rights or obligations under this Agreement, voluntarily or involuntarily, without the prior written consent of Lessor. Any purported assignment or delegation in violation of this Section shall be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Except for the Parties, their successors, and their permitted assigns, there are no third-party beneficiaries under this Agreement. Sections 8, 9, 10, 11, 13, 14, and 16 of this Agreement, and any provision of this Agreement

that requires Lessee to pay additional fees or expenses of this Agreement, will survive the expiration or termination of this Agreement indefinitely.

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