

EQUIPMENT LEASE AGREEMENT

THIS EQUIPMENT LEASE AGREEMENT (this "Agreement") is made and entered into by and between TRIO MOBIL INC., a Delaware corporation with its registered address at 2513 Shallowford Rd Ste 254 MARIETTA GA 30066 (the "Lessor"), and "Lessee" whose commercial name and address details are given in the Order Form.

RECITALS

A. Lessor is in the business of providing certain equipment and technology to industrial businesses which serve as a "safety assistance technology" specifically designed to be used in commercial facilities in order to help avoid accidents in conjunction with and in addition to the other safety procedures and protocols employed in the facility. Hereinafter this system shall be referred to as the "THE SOLUTION".

B. Lessee desires to have Lessor install "THE SOLUTION" in certain other of its commercial facilities detailed in the Order Form (hereinafter each commercial facility contained in the Order Form to be referred to individually and collectively as the "Facility"). In this regard, Lessee desires to lease certain equipment and technology and other intellectual property from Lessor relating to the "THE SOLUTION", and Lessor desires to lease such equipment and technology and other intellectual property to Lessee, upon the terms and conditions contained in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, and intending to be legally bound, the parties mutually agree as follows:

1. LEASE

1.1. Grant. Lessor hereby to Lease to Lessee the equipment described in Equipment Lease Schedule(s), which are or may from time to time be executed by Lessor and Lessee and attached hereto or incorporated herein by reference ("Schedules"), upon the terms and conditions set forth in this Lease, as supplemented by the terms and conditions set forth in the appropriate Schedule(s) identifying such items of Equipment during the Term, along with a non-exclusive license to utilize the Equipment and related technology under all intellectual property rights in the equipment and technology, on the terms and conditions set forth in this Agreement. Lessor further grants to Lessee for the Term a non-exclusive license under all copyrights in any works of authorship provided by Lessee to Lessor ("Works") to reproduce, display, perform, or make derivative works from such Works in the context of Lessee's use of the Equipment. All terms and conditions of this Lease shall govern the rights and obligations of Lessor and Lessee except as specifically modified in writing. Whenever reference is made herein to the "Lease", it shall be deemed to include each of the various Schedules identifying all items of Equipment all of which constitute one undivided Lease of the Equipment and the terms and conditions of which are incorporated herein by reference.

1.2. Term. The term of this Agreement commences on the effective date on the initial order form and will continue until termination of the lease terms set forth in all Order

Forms hereunder. LESSEE HEREBY ACKNOWLEDGES THAT THIS LEASE IS NONCANCELABLE FOR THE ORIGINAL LEASE TERM ON THE ORDER FORM AND LESSOR SHALL BE ENTITLED TO THE FULL LEASE FEE IF AND WHEN, IN THE ABSENCE OF AN EVENT OF DEFAULT OF THE LESSOR, LESSEE TERMINATES THE AGREEMENT WITHIN THE ORIGINAL LEASE TERM. Parties hereby acknowledge and agree that this Agreement shall renew automatically for additional one (1) year renewal terms (“Renewal Term”), unless terminated by a Party by the delivery of written notice to the other Party not less than thirty (30) days prior to the start of the next Renewal Term. Hereinafter the Original Term as well as any Renewal Term shall be collectively referred to as the “Term”.

1.3. Fees. Lease fees for the Equipment shall be payable in the amounts, at the times and in the manners described in “Lease Fees” and “Payment Schedule” on attached Order Form (the “Lease Fees”). Unless otherwise stated in the Order Form, all amounts due under this Agreement shall be invoiced by the Lessor to the Lessee upon the delivery of the equipment. All invoices shall be paid to Lessor at its address as specified in the Order Form or at such other place as Lessor may designate in writing, without notice or demand, and without abatement, setoff, counterclaim, or deduction of any amounts whatsoever, except as otherwise provided in this Agreement. Unless otherwise stated in the Order Form, all invoices are due for payment in 30 days. All amounts due and owing to Lessor under this Agreement but not paid on the due date thereof shall bear interest at the rate of the lesser of: (i) twelve percent per annum; and (ii) the maximum lawful interest rate permitted under applicable law. Such interest shall accrue on the balance of unpaid amounts from time to time outstanding from the date on which portions of such amounts become due and owing until payment thereof in full.

1.4. Effective Date. The Effective Date of this Agreement shall be the date set out in the Order Form signed by the Lessee.

2. TIME OF PERFORMANCE AND INSTALLATION

2.1. Lessor agrees to begin performance of its obligations upon the execution of this Agreement promptly, and agrees that, subject to Section 14 (Risk of Loss), Section 25.5 (Force Majeure) or the acts or omissions of Lessee, the Equipment will be delivered to Lessee at each Facility, undamaged and in good working order, no later than as set forth in the Order Form (the “Delivery Due Date”). Lessor and Lessee agree to communicate and to meet in good faith during the time of performance to discuss the status of the delivery and to help ensure that the Delivery Due Date is met.

2.2. Delivery of the Equipment by Lessor to Lessee shall be made after the approval and/or digital signature by Lessee of the “Order Form” contained on the Lessor’s website at <https://www.triomobil.com/en> (“Site”). Delivery Due Date, unless otherwise stated in the Order Form shall be at 30 days after the execution of the Order Form on the Site.

2.3. Parties hereby acknowledge that the Equipment is made up various parts that work in conjunction with each other and each part requires installment to various fixed or mobile places or locations in the Facility in order to work as desired (“Installation”).

2.4. Installation of the Equipment is subject to a separate fee (“Installation Fee”). If the Lessee chooses to pay the Installation Fee stated in the Order Form, Installation shall be

performed by the Lessor, its affiliates or contractors subject to the conditions below. If the Lessee desires, Installation can be performed by Lessee through the use of manuals and/or online support provided by Lessor, its affiliates or contractors. In this case the Lessor shall provide reasonable and good faith long distance (online) support for installation. HOWEVER, THE LESSOR DOES NOT GUARANTEE ANY PERFORMANCE FOR THE EQUIPMENT IF THE INSTALLATION IS PERFORMED BY LESSEE. THE LIMITED WARRANTIES PROVIDED AS PER THIS AGREEMENT BELOW ASSUMES THAT THE INSTALLATION OF EQUIPMENT IS PERFORMED BY LESSOR OR ITS CONTRACTORS.

2.5. If Installation is to be performed by Lessor, upon delivery Lessor shall contact the Lessee to arrange and schedule Installation in the Facility. Lessee is responsible and liable for any delays which result due to the Lessee's failure to provide the necessary Installation conditions as set out herein and in the Order Form.

2.6. For Equipment which are to be installed on Lessee equipment (e.g. forklifts) in the Facility, Lessee shall ensure that the equipment are present and turned on in "idle" position within the Facility. LESSEE HEREBY ACKNOWLEDGES THAT INSTALLATION IS NOT POSSIBLE WITHOUT THE PRESENCE OF THE REPRESENTATIVE OF THE MANUFACTURER OR AUTHORIZED SERVICE PROVIDER OF THE LESSEE EQUIPMENT REQUIRING INSTALLATION (E.G. FORKLIFTS). Therefore, Lessor shall ensure the presence of the representative of the forklift (or other equipment) manufacturer or authorized service provider during the Installation of the Equipment to said equipment (e.g. forklift).

2.7. Lessor and its contractors or affiliates performing Installation, service and maintenance at the Facility shall abide by state and federal workplace safety rules as well as Lessor's safety rules, policies and procedures communicated by Lessor to Lessee (if any). Lessor and its contractors or affiliates may refuse to perform Installation, service or maintenance if there is a safety deficiency in the Facility and any delay caused by such deficiencies shall be attributable to the Lessee. Lessee shall be liable towards Lessor for any damage to Lessor's employees, contractors or their equipment or property while these persons are on the Facility as per this Agreement.

3. SOFTWARE AND LICENSE THEREOF

C. For the purposes of this Agreement, "**Software**" shall mean the software belonging to and provided by Lessor intended to provide a reporting and analytics purpose when used in conjunction with the Equipment in order to optimize the Lessee's benefit from THE SOLUTION. Software offers the functionality explained in the Order Form. This Agreement entails the license of the Software to the Lessee together with the lease of the Equipment during the Term.

3.1. Lessor represents, warrants and agrees that none of the Software nor any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity.

3.2. Lessor warrants that it has the unrestricted right to license, sub-license, install, support, and maintain the Software.

3.3. Lessor shall during the Term, at no additional cost to the Lessee, provide any Software upgrades available to the Lessee free of charge.

3.4. Notwithstanding any other provisions of this Agreement or anything contrary herein, Lessor shall during the Term, at no additional cost to the Lessee, correct, rectify, remediate and resolve to the Lessee's satisfaction any defects or errors the Lessee identifies in the Software.

3.5. The Lessor shall comply with any applicable cloud security and third party outsourcing regulations, in addition to applicable rules and policies, for the purpose of maintaining the privacy and confidentiality of data stored in the Lessor's systems (if any) by encrypting it for further protection.

3.6. Lessee shall be responsible for the upkeep and maintenance of any and all technical requirements set forth in the Order Form necessary for the operation of the Software by the Lessee.

3.7. Lessor shall not, and shall not permit any other party, to reverse engineer, reverse compile, or disassemble such object code, or take any other steps to derive a source code equivalent thereof of the Software.

4. LIMITATION OF WARRANTIES BY LESSOR

4.1. Lessor warrants that the Equipment shall meet the descriptions and criteria and shall be as warranted as set forth on Order Form.

4.2. Lessor further warrants that;

4.2.1. all work shall be performed in a good, workmanlike and professional manner and

4.2.2. the Equipment shall be (i) of the highest grade and quality unless otherwise specified and shall conform to the specifications, drawings, samples, or other description furnished by Lessor or specified by Lessee, (ii) fit and sufficient for the purpose disclosed by Lessor, and (iii) of good material and workmanship and free from defect.

4.3. Lessor further warrants that it has rights to grant a sublicense to the Lessee of the Equipment in order to allow Lessee to use the Equipment to fullest extent allowed under this Agreement and that Lessor will notify Lessee promptly in the event Lessor's right to grant such sublicense is in danger of being terminated or has been terminated. Lessor expressly disclaims all other warranties.

4.4. Lessor and Lessee specifically agree that the Equipment is provided as an addition to the Lessee's statutory or other workplace safety procedures only, and not as a replacement for such procedures. THE SOLUTION is a SAFETY ASSISTANCE SYSTEM which (when correctly used according to its manual) performs the functions described in the Order Form. Lessor and Lessee specifically acknowledge that the Equipment does not in and of itself prevent accidents or ensure workplace safety yet it is an assistance tool intended to be used by employees to help prevent accidents and ensure workplace safety if used correctly. Accordingly, and in addition to the limitations set forth in the Agreement,

Lessee agrees that, should Lessor be sued for personal injury allegedly caused by the occurrence of a workplace accident in the Facility of Lessee, Lessee shall defend, indemnify and hold harmless Lessor and Lessor's Representatives as set forth in Section 12 of the Agreement.

4.5. Unless otherwise specified by law, Lessor's total liability herein in respect of each event or series of connected events shall not exceed the total annual fees paid for the lease of products and/or services under this contract.

4.6. Lessor shall not be liable to Lessee for any consequential damages arising out of or in connection with the lease, use or performance of products or services.

4.7. Both parties agree: Lessor may in respect of any typographical error, clerical error or other omission in sales literature, quotations, price lists acceptances of orders, invoices or other documents or information issued by Lessor, carry out corrections and the documents after correction shall govern.

5. LIMITATION OF LIABILITY

5.1. NEITHER PARTY, NOR ITS TRANSFEREES OR ASSIGNS, SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR ANY INTERRUPTION OF SERVICE OR LOSS OF BUSINESS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO REPRESENTATION OR WARRANTY BY A PARTY AS TO THE EQUIPMENT OR ANY OTHER MATTER BY A PARTY AS TO THE EQUIPMENT SHALL BE BINDING ON THAT PARTY.

6. REPRESENTATIONS

6.1. Lessee hereby represents that, with respect to this Agreement:

6.1.1. its exact legal name, state of incorporation, location of its chief executive office and/or its place of residence as applicable, have been correctly identified to Lessor;

6.1.2. the execution, delivery and performance thereof by Lessee have been duly authorized by all necessary corporate action;

6.1.3. the individual executing such document is duly authorized to do so; and

6.1.4. such document constitutes a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, subject to applicable bankruptcy law and equity.

6.1.5. it has the necessary legal authority to permit the Installation of the Equipment to the equipment which require installation (e.g. forklifts) and shall hold the Lessor free and harmless of any claims which may be made by the owner, title or other right (e.g. lien, encumbrance, etc.) holder of the equipment which require installation (e.g. forklifts) towards the Lessor as per the provisions of Section 12 below.

6.2. Lessor hereby represents that, with respect to this Agreement: (i) the execution, delivery and performance thereof by Lessor have been duly authorized by all necessary corporate action; (ii) the individual executing such document is duly authorized to do so; and (iii) such document constitutes a legal, valid and binding obligation of Lessor, enforceable against Lessor in accordance with its terms, subject to applicable bankruptcy law and equity.

7. TITLE

7.1. Lessor shall at all times retain title to the Equipment, and Lessee shall not represent otherwise to any person or entity. By this Lease, Lessee acquires no ownership rights in the Equipment and has no option to purchase same. All documents of title and evidence of delivery shall be delivered to Lessor.

7.2. Lessee shall not change or remove any insignia or lettering that is on the Equipment or that is thereafter placed thereon indicating Lessor's ownership thereof; and at any time during the term of this Agreement, upon request of Lessor, Lessee shall affix to the Equipment, in a prominent place, labels, plates or other markings supplied by Lessor stating the owner of the Equipment.

7.3. Lessor is hereby authorized by Lessee to file or record and refile and rerecord Uniform Commercial Code Financing Statements setting forth Lessor's interest in the Equipment.

7.4. Lessee shall indemnify Lessor and defend Lessor's title against all persons claiming against (through actions other than actions of Lessor) or through Lessee, at all times keeping the Equipment free from any legal process or encumbrance whatsoever resulting from, by, or under any acts of Lessee including, but not limited to, liens, attachments, encumbrances, levies and executions, and shall give Lessor immediate written notice thereof and shall indemnify Lessor from any loss caused thereby.

7.5. Lessee shall execute and deliver to Lessor, upon Lessor's request, such further instruments and assurances as Lessor deems reasonably necessary or reasonably advisable for the confirmation or perfection of Lessor's rights hereunder.

7.6. Lessee acknowledges that this Agreement does not confer on Lessee any rights to use Lessor's graphic designs, copyrights, trademarks, trade dress, trade secrets, know-how or any other intellectual property owned or controlled by Lessor that is not expressly included in the definition of Confidential Information or "Equipment." Such rights may only be conferred on Lessee in a separate written license agreement executed by both parties.

7.7. The Equipment shall remain personal (i.e. movable) property even though installed in or attached to real property or other movable property.

8. CARE AND USE OF EQUIPMENT

8.1. Lessor shall maintain the Equipment as described in the manuals supplied by the Lessor. Lessor shall not service the Equipment without the knowledge of the Lessor and

by persons unauthorized by the Lessor. Lessee is liable for any damage in the Equipment due to interference or meddling with the Equipment of unauthorized persons. In all other respects, except for damage or repairs due to the acts or omissions of Lessor or its employees, agents or contractors, Lessee at its own cost and expense shall maintain the Equipment in good operating condition, repair and appearance, and Lessee shall protect the same from deterioration, other than normal wear and tear.

8.2. Lessee shall use the Equipment in the regular course of business only, within its normal capacity, without abuse, and in the manner contemplated by the parties as of the date of this Agreement. Lessee shall comply with all laws, ordinances, regulations, requirements and rules with respect to the use and operation of the Equipment, and shall not make (except in conjunction with Lessor in accordance with Section 9 (Upgrades and Additions)) any modification, alteration or addition to the Equipment. Neither Lessee nor its employees, agents or representatives shall tamper with, disassemble, revise, engineer or otherwise examine the manual workings of the Equipment. If through the negligence of Lessee or the breach of this Agreement by Lessee repairs are required of Lessor then Lessee shall reimburse Lessor for all reasonable costs incurred by Lessor in making such repairs or performing such maintenance. Lessor shall have the right during normal business hours, upon reasonable prior notice to Lessee and subject to applicable laws and regulations, to enter the Facility in order to inspect, observe or, upon an Event of Default (as defined below), remove the Equipment, or otherwise protect Lessor's interest, and Lessee shall cooperate fully in affording Lessor the opportunity to do the same. Lessee shall permit Lessor to review all documentary and electronic information relating to the Equipment and the operation of it.

8.3. Without the prior written consent of Lessor, Lessee shall not:

8.3.1. sublease any of the Equipment;

8.3.2. create or incur, or permit to exist, any lien or encumbrance with respect to any of the Equipment, or any part thereof; or

8.3.3. move any of the Equipment from the location at which it is first installed (For the avoidance of doubt, parties acknowledge that the Equipment leased under this Agreement may be installed on other moveable property (e.g. forklifts). In such a case, Lessor shall not move the objects to which the Equipment is installed from the location at which it is first installed.).

8.4. During the Term and subject to the timely payment of the Lease Fees by the Lessee, Lessor shall provide maintenance of the Equipment and shall remedy any defect resulting from the Equipment by changing parts of or whole of the Equipment if necessary, and shall change the batteries of the Equipment free of charge.

9. UPGRADES AND ADDITIONS

9.1. Additions, modifications, alterations and upgrades to the Equipment shall be conducted only with the consent of and by Lessor, not to be unreasonably withheld or delayed.

9.2. Such Upgrades and Additions shall be offered to Lessee by the Lessor at a price and upon terms to be negotiated between the parties.

9.3. All additions, repairs or improvements made to the Equipment shall belong to Lessor.

10.NET FEES; TAXES

10.1. The Lease Fees under this Agreement are **net** to the Lessor, and Lessee shall pay to Lessor, when due, all taxes and charges (other than income taxes imposed on Lessor), including all sales, use, excise, personal property, stamp, documentary and ad valorem taxes, license and registration fees, assessments, fines, penalties, freight, transportation and similar charges imposed on the ownership, possession, licensing, operation or use of the Equipment during the term of this Agreement.

10.2. In the event of a continuing default by Lessee, Lessee shall pay to Lessor all costs and expenses, storage, caretaking and repossession expenses in connection with the enforcement of Lessor's rights under this Agreement.

10.3. Without prejudice to the above provision, if Lessee fails to pay said charges or taxes, Lessor shall have the right, but shall not be obligated, to pay such charges or taxes. In that event, Lessor shall notify Lessee of such payment and Lessee shall repay to Lessor the cost thereof within 15 days after such notice is made to Lessee.

11.RELATIONSHIP OF THE PARTIES

11.1. Parties are independent contractors. The relationship between Lessor and Lessee under this Agreement shall not be construed to be that of employer and employee, and shall not constitute a partnership, joint venture or agency of any kind. Neither party shall have any right to enter into any contracts or commitments in the name of, or on behalf of, the other, or to bind the other in any respect whatsoever.

11.2. In addition, neither party shall obligate or purport to obligate the other by issuing or making any affirmations, representations, warranties or guaranties with respect to the Equipment to any third party.

12.INDEMNIFICATION

12.1. Except to the extent caused by the negligent acts or omissions of Lessor or its officers, directors, employees, agents or contractors (the "Lessor Representatives") or by the breach of this Agreement by Lessor, Lessee shall indemnify, protect and save Lessor and the Lessor Representatives harmless from all claims, demands, suits or actions (including attorney fees incurred in connection therewith) that may be asserted against Lessor or any Lessor Representative relating to

12.1.1. Lessee's indemnification obligations contained in Section 4.4.,

12.1.2. acts of negligence or willful conduct by Lessee or any Lessee Representative in connection with the Equipment, or

12.1.3. Lessee's breach of this Agreement.

These indemnification obligations shall continue in full force and effect notwithstanding the termination of this Agreement.

12.2. Except to the extent caused by the negligent acts or omissions of Lessee or its officers, directors, employees, agents or contractors (the "Lessee Representatives") or by the breach of this Agreement by Lessee, Lessor shall indemnify, protect and save Lessee and the Lessee Representatives harmless from all claims, demands, suits or actions (including attorney fees incurred in connection therewith) that may be asserted against Lessee or any Lessee Representative relating to;

12.2.1. any alleged or actual, direct or contributory infringement of patent or other intellectual property, arising from the use of the Equipment,

12.2.2. acts of negligence or willful conduct by Lessor or any Lessor Representative or

12.2.3. Lessor's breach of this Agreement.

These indemnification obligations shall continue in full force and effect notwithstanding the termination of this Agreement.

12.3. In the event a claim against an indemnified party arises to which the indemnity of this section is applicable, notice shall be given promptly by the indemnified party to the indemnifying party and the indemnifying party shall have the right to control the defense of such claim and to select lead counsel to defend such claim, at the sole cost and expense of the indemnifying party; provided that in no event shall an indemnifying party enter into any settlement without the consent of the indemnified party, which consent shall not be unreasonably withheld. The indemnified party may select counsel to participate in any such defense at the sole cost and expense of the indemnified party. In connection with any claim, the parties shall cooperate with each other and provide each with access to relevant books and records in their possession, as well as necessary employees or other agents.

13.INSURANCE

13.1. Lessee shall obtain and maintain or self-insure for the Term, at its own expense, property damage and liability insurance and insurance against loss or damage to the Equipment (including so-called extended coverage), as a result of theft and such other risks of loss as are normally maintained on equipment of the type leased under this Agreement by companies carrying on the business in which Lessee is engaged, in such amounts, in such form and with such insurers as shall be reasonably satisfactory to Lessor. Each insurance policy shall provide that it may not be canceled or altered without at least 30 days prior written notice thereof being given to Lessor or its successor and assigns. If Lessee fails to procure or maintain said insurance, Lessor shall have the right, but shall not be obligated, to effect such insurance. In that event, Lessor shall notify Lessee of such payment and Lessee shall repay to Lessor the cost thereof within 15 days after such notice is made to Lessee.

14. RISK OF LOSS

14.1. Except to the extent caused by the acts or omissions of Lessor or any Lessor Representative or arising out of a breach of this Agreement by Lessor, Lessee shall bear the entire risk of the Equipment being lost, destroyed or otherwise unfit or unavailable for use from any cause whatsoever (an "Event of Loss") after it has been delivered by the Lessor to the Lessee as per this Agreement.

14.2. If an Event of Loss shall occur with respect to the Equipment, Lessee shall promptly notify Lessor of that fact in writing. Except to the extent caused by the acts or omissions of Lessor or any Lessor Representative or arising out of a breach of this Agreement by Lessor, within 30 days Lessee shall pay to Lessor an amount equal to the Lease Fee payment due and payable with respect to the Equipment on or prior to such date, plus a sum equal to the casualty value of the Equipment as of the date of such payment (which, for purposes of this Agreement, shall be determined in good faith by Lessor in direct relation to the value of the portion of the Equipment deemed to have been lost).

15. DEFAULT

15.1. Notwithstanding anything to the contrary contained in this Agreement, if any one of the following events (an "Event of Default") shall occur, then to the extent permitted by applicable law, the non-defaulting party shall have the right, but not the obligation, to exercise any one or more of the remedies set forth in Section 16 below:

15.1.1. Lessee fails to pay any Lease Fee or other payment under this Agreement when due and after receiving written notice of non-payment from Lessor does not make such payment within three business days;

15.1.2. any representation or warranty of either party made in this Agreement shall prove to have been false or misleading in any material respect as of the date when it was made;

15.1.3. either party breaches any covenant, warranty or agreement hereunder, and such breach continues for 30 business days after receipt of written notice of such breach, or such additional reasonable time (not to exceed 60 days) if such breach cannot reasonably be cured in such 30 business day period; or

15.1.4. either party is dissolved, becomes insolvent or makes an assignment for the benefit of creditors, a receiver, trustee, conservator or liquidator of all or a substantial part of its assets is appointed with or without its application or consent or a petition is filed or consented to such party under the Federal Bankruptcy Code or other law of the United States or of any other competent jurisdiction, or under any insolvency law or laws providing for the relief of debtors, or a petition or other proceeding is filed or commenced against such party thereunder and not dismissed or stayed within 30 days thereafter.

16. REMEDIES

16.1. Upon the occurrence and during the continuance of an Event of Default by Lessee, in addition to any rights or remedies available at law or in equity, Lessor may, at its option, exercise any one or more of the following remedies:

16.1.1. cause Lessee to (and Lessee agrees that it will), upon written demand of Lessor and at Lessee's expense, promptly return to Lessor at a location in the continental United States designated by Lessor the Equipment in accordance with all of the terms of this Agreement, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same, all without liability for unreasonable damage to property or otherwise and without being guilty of trespass or conversion as to the Equipment;

16.1.2. sell any or all of the Equipment at public or private sale, with notice to Lessee or advertisement, or otherwise dispose of, hold, use, operate, lease to others, or keep idle the Equipment, all as Lessor in its sole discretion may determine and all free and clear of any rights of Lessee and without any duty to account to Lessee for such action or inaction or for any proceeds with respect thereto, except as hereinafter provided or required by applicable law (with all notices of any sale, lease or other disposition of the Equipment being sent to Lessee at least 10 days prior to such disposition or such other action, and shall constitute reasonable, fair notice to Lessee of any such disposition);

16.1.3. enter upon the premises where the Equipment or any item thereof is located and render the Equipment or such item inoperable but not so as to diminish its value;

16.1.4. exercise any other right that may be available to it under the Uniform Commercial Code or any other applicable law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof or to rescind this Agreement as to the Equipment; or

16.1.5. (exclusive of any one or more of the foregoing remedies), by written notice to Lessee, cause Lessee to (and Lessee agrees that it will) pay to Lessor (as liquidated damages for loss of a bargain and not as a penalty) on the date specified in such notice an amount equal to the then present value of all unpaid payments due under this Agreement that, absent an Event of Default, would have been payable under this Agreement for the full Term, and in such event Lessee shall enjoy the same rights and privileges and retain the same obligations (other than the obligation to pay Lease Fees) for the balance of the Term and at the end of the Term as if no default had occurred and all lease fee obligations had been prepaid in full or otherwise satisfied completely. In addition, Lessee shall continue to be liable for all covenants and indemnities under this Agreement and for all attorney fees and other costs and expenses incurred by Lessor, including, but not limited to, placing any Equipment in the condition required by this Agreement upon redelivery.

16.1.6. Without prejudice to Article 16.2., in case of early termination of this Agreement by the Lessee before the end of the Term, the Lessor shall be entitled to the full Lease Fees applicable for the Term.

16.2. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; and the rights or remedies provided herein or by applicable law, including, without limitation, re-entry upon premises or repossession of the Equipment, will not be considered an election of remedies, waiver of either party's rights hereunder or under applicable law or termination or surrender of this Agreement.

17.COMPLIANCE WITH LAWS

17.1. Both parties warrant that their performance under this Agreement shall be rendered in material accordance with all applicable laws, rules, regulations and ordinances.

18.PROTECTION OF INTELLECTUAL PROPERTY AND PERSONAL DATA

18.1. All inventions, discoveries, deliverables, computer programs, data, technology, designs, innovations and improvements (whether or not patentable and whether or not copyrightable) (collectively, "Work Product") developed in the course of this Agreement using the Equipment and the Software which are made, conceived, reduced to practice, created, written, designed or developed by the Lessor or any of its employees, agents or other representatives, solely or jointly with others and whether during normal business hours or otherwise, during the Term shall be considered as the work of Lessor. Lessee agrees that the Lessor is and shall be vested with all rights, title and interests, including patent, copyright, trade secret, and trademark rights, in all of the Work Product.

18.2. Lessor owns and has good and exclusive title to the "Software" intellectual property free and clear of any lien or encumbrance. Subject to the terms and conditions of this Agreement, Lessor hereby grants to the Lessee non-sub-licensable, non-transferable right and license to use the Software in the Facility throughout the Term.

18.3. Lessor warrants that it is the legal owner of the Software and that it has full power and authority to enter into this Agreement and to market, distribute, service and support the Software.

18.4. Lessor warrants that none of the Equipment violates any patents or other intellectual property rights of third parties. If it should be determined that any Equipment sold hereunder infringes any existing patent or other intellectual property rights of a third party, the Lessor shall indemnify Lessee and defend the action on behalf of Lessee, at Lessor's expense and terminate this Agreement and remove the Equipment from the Facility at Lessor's expense.

18.5. Parties acknowledge that some Equipment in the THE SOLUTION requires the persons in the Facility to wear tags that detect their location in the Facility in order for the Equipment to perform as desired. Lessee is solely responsible for informing persons regarding the use of their personal data (including but not limited to ID information,

location information, etc.) during the use of the Equipment as well as obtaining any and all necessary consents as may be required by relevant data protection laws.

19.AMENDMENT

No amendment, modification or change may be made in this Agreement except by a writing signed by a duly authorized representative of each party.

20.ASSIGNMENT

This Agreement and the rights and obligations hereunder may not be assigned, delegated or transferred by the Lessee without the prior written consent of the Lessor. Lessor may, without Lessee's consent, assign or transfer this Agreement or the Equipment, any fees or other sums due or to become due under this Agreement, and in such event Lessor's assignee or transferee shall have all the rights, obligations, powers, privileges and remedies of Lessor under this Agreement, and Lessee's obligations hereunder shall not be subject to any defense, offset or counterclaim available to Lessee against Lessor.

In any case of assignment, the assigning party shall remain liable to the other party for the rights, obligations, powers, privileges and remedies of the other party with respect to such assignee. Subject to the foregoing, this Lease insures to the benefit of and is binding upon the heirs, devisees, personal representatives, survivors, successors in interest and assigns of the parties hereto.

21.NOTICE

Any and all notices, requests, instructions and other communications required or permitted to be given under this Agreement after the date hereof by any party hereto to any other party may be delivered personally or by nationally recognized overnight courier service or sent by mail or by telex or facsimile transmission, at the respective addresses or transmission numbers set forth below and shall be effective (a) in the use of personal delivery, telex or facsimile transmission, when received; (b) in the case of mail, upon the earlier of actual receipt or three (3) business days after deposit in the United States Postal Service, first class certified or registered mail, postage prepaid, return receipt requested; and (c) in the case of nationally recognized overnight courier service, one (1) business day after delivery to such courier service together with all appropriate fees or charges for such delivery. The parties may change their respective addresses and transmission numbers by written notice to all other parties, sent as provided in this Section 21. All communications must be in writing and addressed to the Parties' postal address, e-mail address and telephone numbers as stated in the Order Form:

22.WAIVER

None of the conditions or provisions of this Agreement shall be held to have been waived by any act or knowledge on the part of either party, except by an instrument in writing signed by a duly authorized officer or representative of the parties. Further, the waiver by either party of any right or the failure to enforce at any time any of the provisions of this Agreement, or any related rights, shall not be deemed to be a waiver of any other rights or any breach or failure of performance of the other party.

23. CONFIDENTIALITY

Both parties acknowledge that, in the course of performing their respective obligations under this Agreement, they may receive from the other party certain confidential and proprietary information, including data, specifications, processes, policies, technologies, methods, formulae, and performance and other information of the other party (collectively, "Confidential Information"). Both parties agree to limit disclosure and access to the Confidential Information to such of their employees or consultants as are directly involved with work required by this Agreement and then only to the extent as is necessary and essential to complete such work. Each party will ensure that their respective employees or consultants shall preserve the confidential nature of the Confidential Information. Neither party shall disclose any of the Confidential Information to any other party, in whole or in part, directly or indirectly, unless authorized in writing by the other party. The parties shall, at all times, take proper and appropriate steps to protect the Confidential Information. Confidential Information shall be used only in connection with performance of this Agreement. No other use of it will be made by the receiving party or its employees, it being recognized that the disclosing party has reserved all rights to the Confidential Information. The term Confidential information shall not include information which (i) is in the public domain prior to disclosure to the receiving party, (ii) is lawfully in the receiving party's possession prior to disclosure, (ii) becomes part of the public domain by publication or otherwise through no unauthorized act or omission on the part of the receiving party. The receiving party will not duplicate the Confidential Information, in whole or in part, except to the extent necessary to perform its obligations under this Agreement and under no condition shall or reverse engineer the Confidential Information. The Confidential Information shall remain the property of the disclosing party and shall be returned to the disclosing party upon termination of this Agreement. The obligations under this section shall survive termination of this Agreement.

24. VISITATION RIGHTS

Lessee agrees to allow visitation rights to the Equipment installation site, expressly for the purpose of viewing the Equipment in operation, on date(s) and time(s) to be determined by Lessee in common accord with Lessor.

25. MISCELLANEOUS

25.1. Severability. If any provision of this Agreement is declared invalid or unenforceable, this Agreement shall endure except for the part declared invalid or unenforceable. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement.

25.2. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25.3. Entire Agreement. This Agreement supersedes and cancels any previous agreements or understandings, whether oral, written or implied, heretofore in effect and sets forth the entire agreement between Lessor and Lessee with respect to the subject matter hereof. In the event of a conflict between the appendixes of this Agreement and the main body of the Agreement, unless otherwise expressly written the terms of this Agreement shall control.

25.4. Specific Performance. In addition to such other remedies as may be available under applicable law, the parties acknowledge that the remedies of specific performance and/or injunctive relief shall be available and proper if either party fails or refuses to perform its duties or fulfill its covenants hereunder.

25.5. Force Majeure. No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including without limitation war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the parties' duties to perform obligations (other than payment obligations) set forth in this Agreement shall be suspended.

25.6. Publicity; References. In consideration for the rights and interests provided to Lessee herein, and subject to Lessee's prior approval which may not be unreasonably withheld, Lessee agrees that (i) Lessor may, at its own expense, issue a press release including quotes attributable to the Lessee announcing that the Lessee has started using the Equipment, (ii) it shall provide an electronic copy of its business name and logo to the Lessor in the electronic format determined by the Lessor so that the Lessor may use the business name and logo of the Lessee as a reference on its website and the Lessee may demand an update on the name and logo used for such purpose if and when it updates its logo in the future and (iii) it will provide reasonable assistance to Lessor in Lessor's production and publication of a written and/or video case study describing both the business benefits to the Lessee and the technical aspects of Lessee's use of the Equipment following the installation of the Equipment in Lessee's Facility. For the avoidance of doubt, parties agree that the use granted to the Lessor as per this [Section 24.7](#) for reference purposes shall survive the termination of this Agreement for any reason.

25.7. Electronic Communications. Lessor acknowledges that this Agreement as well as any Schedules or "Order Forms" may be made available to Lessee by the Lessor through the Site. Visiting the Site, sending us emails, and completing online forms constitute electronic communications. Lessor hereby consents to receive electronic communications, and agrees that all agreements, notices, disclosures, and other communications Lessor provides to Lessee electronically, via email and/or through notification on the Site, satisfy any legal requirement that such communication be in writing. LESSEE HEREBY AGREES TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO THE ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY

LESSOR OR VIA THE SITE. Lessee hereby waives any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means. Lessee hereby waives any and all defenses Lessee may have based on the electronic form of this Agreement or any Schedules and/or appendixes thereof and the lack of signing by the parties hereto to execute such.

25. GOVERNING LAW AND SETTLEMENT OF DISPUTES

25.1. Governing Law. This Agreement and all rights, remedies, and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. In the event of any legal action with respect to this Lease, the prevailing party in any such action shall be entitled to reasonable attorney fees, including attorney fees incurred at the trial level, including action in bankruptcy court, on appeal or review, or incurred without action, suits or proceedings, together with all costs and expenses incurred in pursuit thereof.

25.2. Jurisdiction. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any court within the New Castle County, State of Delaware (or in the event of exclusive federal jurisdiction, the courts of the District of Delaware), in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which they might otherwise have any to such jurisdiction, venue and such process. For the avoidance of doubt, Parties hereby irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit or proceeding in any such court has been brought in an inconvenient forum. Each party agrees not to commence any legal proceedings related hereto except in such courts.

25.3. Waiver of Jury Trial. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort, or otherwise) arising out of or relating to this agreement or the actions of any party hereto in negotiation, administration, performance, or enforcement hereof.

25.4. Rules of Construction. The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.