



PPST SOLUTIONS, INC.

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PPST Solutions - Rental Terms & Conditions

The following Terms and Conditions apply to the rental by PPST Solutions, Inc. ("PPST Solutions") of the product(s) to the Customer as identified in the quote form attached (hereinafter the "Quote"). By executing the Quote and placing an order for the hardware and/or software ("Product(s)") identified in the Quote, Customer agrees with PPST Solutions, that the following terms together with the Quote, any applicable PPST Solutions warranty and any other related PPST Solutions document to which the Terms and Conditions are attached, set forth the entire agreement (the "Agreement") between the parties regarding the rental of the Product. By placing an order with PPST Solutions, Customer agrees to and accepts these Terms and Conditions, none of which can be modified except in writing signed by an authorized manager of PPST Solutions. All previous communications, representations or agreements between the parties, whether oral or written, regarding the transaction involved are superseded by the Agreement. **Any terms or conditions in Customer's purchase order in addition to or different from the Agreement are expressly rejected and of no force or effect and are not part of the Agreement.**

1 Orders

Customer agrees to rent the Product from PPST Solutions according to the Terms and Conditions, for the prices indicated in the Quote. Customer must pay all amounts due under the Agreement in the currency specified in the Quote to the payment address noted on the applicable invoice. Customer is deemed to have accepted the Product unless Customer notifies PPST Solutions of non-acceptance within five calendar days of delivery to Customer's specified address.

2 Rental Term

The rental term for the Product is indicated in the Quote (the "Rental Term"). The Rental Term shall commence on the date PPST Solutions ships the Product to Customer and shall extend for the agreed upon period. Partial periods shall be charged at the "daily" rate referenced in the Quote, until the date the Product is returned to the possession and control of PPST Solutions. Unless otherwise stated in the Quote, the minimum Rental Term is thirty (30) days. The rental period commences and rent begins to accrue from the date of shipment. The rental period and the accrual of rent continue until the Product is received by PPST Solutions at the end of the Rental Term. Invoices will be issued periodically starting on the date of shipment. If Products are shipped in installments, each installment will be deemed part of the original Agreement and billed as such.

3 Payment Terms

Payment terms are Net 30 days from the invoice date on approved credit. Any amounts not paid by that date are subject to a finance charge of 1.5% per month, not to exceed the maximum lawful rate. Customer shall pay any federal, state and local taxes and other governmental charges in connection with the rental, possession or use of the Product including use, franchise and excise taxes on gross rent receipts. If Customer delays or cancels an order, PPST Solutions may charge Customer 35% of the list price or the aggregate rental price of the Product. Any credits not used within 12 months of issuance will be reduced by a service fee of 8% per month of the initial credit amount.

4 Shipping and Delivery

PPST Solutions will use reasonable efforts to meet acknowledged shipment dates, but will not be liable for delays. PPST Solutions will ship all Products for rental transactions in its standard containers using a carrier or forwarding agent chosen by PPST Solutions, unless Customer requests another carrier. Customers are responsible for all shipping charges, FOB shipping point. Customer bears all risk of loss for such shipments from and after the time of delivery to the carrier or forwarding agent, including while in transit to or from PPST Solutions following rejection or a warranty claim. Except as indicated in any applicable warranty, Customer will pay or reimburse all such freight, insurance, customs and duty charges and other shipping expenses, including any special packing expenses, whether the Product is being shipped to or from Customer and Customer agrees to return the Product FOB destination, at Customer's expense when returning the Product to PPST Solutions. Customer agrees to insure the Product against loss or damage at all times from the point of shipment until PPST Solutions receipt. Such insurance must be in an amount at least equal to the replacement value of the Product or, if higher, the purchase price of the Product. Customer will furnish proof of such insurance to PPST Solutions upon request.

5 Customer's Inspection of Product

Customer will inspect the Product within five (5) days after its receipt. Unless Customer within that time gives written notice to PPST Solutions, specifying any defect in or other proper objection to the Product, Customer agrees that it will be conclusively presumed, as between PPST Solutions and Customer, that Customer has fully inspected the Product and acknowledged that the Product is in good condition and repair, and that Customer is satisfied with and has accepted the Product in that good condition and repair.

6 Use of Product; Ownership of Product

Customer will be entitled to the absolute right to the use, operation, possession, and control of the Product during the Rental Term, provided that Customer is not in default of any provision of the Agreement. Customer agrees to use the Product in a careful and proper manner according to the intended and recommended use of the Product as set forth in the materials provided with the Product. The Product shall remain the property of PPST Solutions and PPST Solutions retains the title thereto. Customer shall use the Product at the Customer's location and Customer shall not remove, transfer, alter or modify the product without PPST Solutions' prior written consent. The Product is subject to U.S. export restrictions and may not be removed from the U.S. under any

circumstances. Customer will not permit any ownership labels to be removed, obscured or defaced. PPST Solutions may inspect the Product at any time.

7 Maintenance and Repairs

During the rental term, PPST Solutions agrees to repair, replace or recalibrate any Product which does not substantially conform to specifications. Such remedy will be at Customer's expense if such is required due to Customer's neglect, misuse or abuse or if the Product was serviced by anyone other than PPST Solutions. Customer must ship the Product in need of repair, replacement or recalibration to PPST Solutions. Return shipping charges will be PPST Solutions' responsibility, unless Customer is responsible for the related remedy as provided above. Customer bears all risk of loss for Products while in transit to or from PPST Solutions.

8 Early Termination

If Customer desires to terminate this Agreement before the Rental Term expires ("Early Termination"), Customer shall pay PPST Solutions a penalty in the amount calculated by the formula set forth below. Full payment of such penalty amount shall be made to PPST Solutions within ten (10) business days from the date of such Early Termination. The Early Termination penalty shall be Seventy-Five percent (75%) of the rental amount remaining under the Agreement, which is to be calculated by multiplying (i) the monthly rent for the Product divided by thirty (30) and (ii) the number of days remaining in the Rental Term.

9 Return of Product

Subject to early termination penalties, Customer may terminate its rental for a particular Product at any time by returning such item to PPST Solutions. Customer will return the Product to PPST Solutions at the end of the rental thereof at Customer's expense, properly packaged and in the same condition as delivered, ordinary wear excepted. Customer shall return the Product to PPST Solutions by prepaid, insured, shipment to the distribution center designated by PPST Solutions. If Customer fails to so return any Product, then Customer will, upon demand, pay to PPST Solutions the fair market value for the Product as determined by PPST Solutions. If the return of the Product after the Rental Term results in prepaid rent remaining with PPST Solutions, such amount may be credited or refunded to Customer. If the Product is found to be out of manufacturer's tolerance upon return, the Customer will not be notified unless requested in writing at the time the order is placed.

Products returned to PPST Solutions must be accompanied by a clearly visible Return Material Authorization (RMA) number, which will be provided by PPST Solutions upon request, in order to receive proper credit to Customer's account. The invoice number and date should be available when obtaining an RMA number.

10 Loss and Damage

If any Product covered by the Agreement is damaged, lost, stolen, or destroyed, Customer will promptly notify PPST Solutions of the occurrence. Customer will pay to PPST Solutions the fair market value of the Product.

11 Default

If Customer breaches the Agreement, PPST Solutions may declare the Agreement in default and require Customer to immediately return the Product to PPST Solutions. Such return will not relieve Customer of its obligation to pay rent or any other amounts which accrued prior to such return, including unpaid rent for the Rental Term, as well as any other amounts payable to PPST Solutions, including amounts for damage to the Product.

If Customer fails to pay any rent or other amount herein provided within ten (10) days after the same is due and payable, or if Customer fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by Customer, PPST Solutions shall have the right to: (1) take possession of the Product upon forty-eight (48) hours notice; (2) terminate the Agreement and declare the penalties for Early Termination due; (3) to pursue any other remedy at law or in equity.

Notwithstanding any return of the Product to PPST Solutions, Customer shall be and remain liable for the full performance of all obligations on the part of the Customer to be performed under this Agreement. All of PPST Solutions' remedies are cumulative, and may be exercised concurrently or separately.

12 Risk of Loss; Care of Product; Insurance

Customer is responsible for the safekeeping of the Product, and shall bear the risk of any loss of the Product for any reason, and shall insure the Product against loss or damage for not less than the replacement value of the Product. Customer shall, on request, provide PPST Solutions with evidence of such insurance. At PPST Solutions' option, Customer shall either replace or pay the replacement cost of any the Product which is lost, stolen, destroyed or damaged beyond repair. In the case of damaged Product, Customer shall pay PPST Solutions the cost of fully restoring the Product. Until an item has been repaired, replaced or the replacement cost thereof has been paid by Customer, the Rental Term shall continue and Customer shall continue to pay the monthly rental fee with respect thereto. Any item of non-expendable Product accessories, manuals and the like which is lost, destroyed or damaged or which is not returned to PPST Solutions will be charged to Customer at full replacement cost plus a \$100 processing fee. The Product will be delivered to Customer with ownership labels, calibration seals, and anti-tamper notices affixed, as shall be determined by PPST Solutions.

13 Compliance with Laws

The parties agree to comply with applicable laws and regulations. PPST Solutions may terminate the Agreement if Customer is in violation of applicable laws or regulations. No United States government procurement regulation shall be deemed a part of this Agreement or be applicable to PPST Solutions unless specifically agreed to in writing by an authorized manager of PPST Solutions. Customer agrees to comply with all United States and other applicable laws and regulations regarding the exportation, transshipment, importation, use, sale and diversion of the Product, and assumes responsibility for determining whether any shipment of Product requires government authorization or would otherwise violate applicable law. Any included software may only be used

strictly in accordance with any applicable license(s). Any party defaulting on any of its obligations hereunder shall pay for all costs, expenses and legal fees incurred by the other party to protect and/or enforce its rights, whether or not legal action is instituted, including in the case of PPST Solutions, the cost of recovering, repairing or replacing the Product.

14 Limited Liability

Customer agrees that PPST Solutions' liability to Customer in any way connected with the rental of the Product to Customer regardless of the form of action will not exceed the price paid by Customer for the Product. In no event will PPST Solutions be liable for costs of procurement of substitute Products, lost profits, or any special, indirect, consequential or incidental damages, however caused and on any theory of liability, arising in any way out of the rental of the Product to Customer. This limitation will apply even if PPST Solutions has been advised of the possibility of such damages and notwithstanding any failure of essential purpose of any remedy.

15 Indemnification

Customer agrees to indemnify, hold harmless and defend PPST Solutions from and against any and all claims, damages, costs and expenses (including attorney's fees) arising out of the Product and its use or operation, including strict liability claims. Customer assumes all risk and liability for the loss of or damage to the Product, for the death of or injury to any person or property, and for all other risks and liabilities arising from the use, condition, possession, or storage of the Product. Nothing in this Agreement will authorize Customer or any other person to operate the Product so as to impose any liability or other obligation on PPST Solutions.

Customer will indemnify, defend, and hold harmless PPST Solutions, its agents, and employees from all claims, loss or damage PPST Solutions may sustain or suffer for any of the following reasons: (i) loss of or damage to the Product caused by Customer or any third parties on Customer's premises; (ii) injury to or death of any person including Customer, its agents or employees relating to Customer's use of the Product; or (iii) damage to any property arising from Customer's use, possession, or storage of the Product. Customer will reimburse PPST Solutions for all expenses, losses, liabilities, and claims of any type, including reasonable attorneys' fees, imposed on or incurred by PPST Solutions because of Customer's use or operation of any Product, or because of the failure of Customer to perform any of the terms of this Agreement.

The indemnities and assumptions of risk, liabilities, and obligations by Customer arising under this Agreement will continue in effect after the termination of this Agreement, regardless of the reason for termination.

16 Assignment

Customer shall not assign this Agreement or any Product described in it, or sublet any of the Product without the prior express written consent of PPST Solutions.

17 Notices

Service of all notices under this Agreement shall be sufficient if given personally or mailed certified, return receipt requested, postage prepaid, to the address set forth in the Agreement, or to such address as such party may provide in writing from time to time.

18 Entire Agreement

This Agreement constitutes the entire agreement between PPST Solutions and Customer with respect to the subject matter of this Agreement and shall not be modified or rescinded, except in writing signed by an authorized manager of PPST Solutions and Customer. Any terms or conditions in Customer's purchase order that differ from the Agreement shall not constitute commitments. The provisions of the Agreement supersede all contemporaneous oral agreements and all prior oral and written communications, and understandings of the parties with respect to the subject matter of the Agreement.

19 Amendment and Modification

All amendments to this Agreement must be in writing and signed by both parties. Other than by this amendment procedure, this Agreement may not be amended, modified, or altered in any manner.

20 Severability

If any provision of the Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

21 Governing Law; Venue

This Agreement is governed by the laws of the State of California, other than its conflict of law rules, and not by the United Nations Convention on Contracts for the International Sale of Goods. Any suit brought regarding the Agreement (other than to enforce a judgment) will be brought in the federal or state courts in the districts or counties which include Irvine, California. Customer hereby agrees and submits to the personal jurisdiction and venue of such courts. The parties hereto have fully read and understood the terms and conditions herein.

Customer Signature

Company: _____

Signature _____

Name: _____

Job Title _____

Date: (MM / DD / .YYYY) ___ / ___ / _____

PLEASE COMPLETE AND SIGN, THEN RETURN TO: sales@ppstsolutions.com