SERVICE TERMS AND CONDITIONS

1. Applicability. The services described on the Quote to which these terms and conditions are attached (these "**Terms**") are provided by Elite Equipment Rental LLC ("**Service Provider**") to the customer named on the Quote (as defined below) ("**Customer**") pursuant to these Terms, and such Terms are the only terms that govern the provision of such services by Service Provider to Customer. Service Provider and Customer are collectively referred to herein as the "**Parties**" and individually as a "**Party**." The accompanying quote or order confirmation for services (the "**Quote**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the Parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Quote, these Terms shall govern, unless the Quote expressly states that the terms and conditions of the Quote shall control. This Agreement supersedes any additional or different terms and conditions proposed by Customer, to which notice of objection is hereby given, regardless of whether or when Customer has submitted its request for proposal or quote, order, or such terms. Service Provider expressly rejects Customer's general terms and conditions, and the provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions or serve to modify or amend these Terms.

2. Services. Service Provider shall provide the scope of services to Customer as described in the Quote (the "**Services**") in accordance with this Agreement.

3. Performance Dates. Service Provider shall use reasonable efforts to meet any performance dates specified in the Quote, but any such dates shall be estimates only and Service Provider shall not be in breach of this Agreement if it fails to meet any such performance dates.

4. Customer's Obligations. Customer shall (a) cooperate with Service Provider in all matters relating to the Services; (b) respond as soon as reasonably possible to any requests from Service Provider to provide direction, information, approvals, authorizations, or decisions needed by Service Provider to perform the Services; and (c) provide such Customer materials or information as Service Provider may reasonably request to perform the Services, and ensure that such Customer materials or information are complete and accurate in all material respects.

5. Changes to Services. No changes to the Services are permitted unless mutually agreed upon in writing in accordance with Section 29. Notwithstanding the foregoing, Service Provider may, from time to time, change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, the fees, or any performance dates set forth in the Quote.

6. Fees and Expenses; Payment Terms; Interest on Late Payments. Customer shall: (a) pay Service Provider the fees for the Services as set forth in the Quote; (b) reimburse Service Provider for all reasonable out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services, unless otherwise specified in the Quote; and (c) make all payments hereunder in US dollars by check or wire transfer, unless otherwise specified in the Quote. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Service Provider, whether relating to Service Provider's breach, bankruptcy, or otherwise. If payments are not received by Service Provider when due, in addition to all other remedies available under these Terms or at law: Customer shall pay interest on all such late payments at the lesser of the rate of one and one-half percent (1.5%) per month or the maximum amount permitted under applicable law, from the date such payment was due until the date paid. Customer shall reimburse Service Provider for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees; and Service Provider may suspend performance for all Services until payment has been made in full.

7. Lien and Remedies. To secure prompt payment when due of all amounts owed by Customer to Service Provider under this Agreement, Service Provider reserves all statutory and possessory lien rights to which Service Provider is entitled under applicable law and, whether or not any such statutory or possessory lien applies, Customer agrees that Service Provider may retain possession of the vehicle (and any part thereof) until all such amounts due and owing by Customer to Service Provider are paid in full. Customer, on its own behalf and, if Customer is not the owner of the vehicle, in its capacity as agent of and on behalf of the owner of the vehicle, further grants to Service Provider a security interest in and lien upon the vehicle (and any part thereof), and any proceeds thereof, including insurance proceeds and proceeds from the sale or disposition of the vehicle or any portion thereof (collectively, the "**Collateral**"), to secure prompt payment when due of all amounts owed by Customer to Service Provider. If any amount due and owing to Service Provider has not been paid by Customer within ninety (90) days of the due date, Service Provider shall have the right to deem the Collateral, and any other personal property of Customer in Service Provider's possession, as abandoned and to sell the Collateral or such property as provided under any applicable statute, including the Uniform Commercial Code, to satisfy such amounts due and owing to Service Provider. Such sale is in addition to any other rights Service Provider may have at law or under this Agreement. Any amount realized from any such sale in excess of the amount due and owing under this Agreement, including all expenses incurred by Service Provider in connection with such sale, shall be retained by Service Provider, except to the extent required by applicable law to be returned to Customer. Customer agrees to release, indemnify, and hold harmless Service Provider from and against any claims, losses, costs, and damages related to any such sale of the Collateral in accordance with this Section.

8. Storage Fees. If Customer fails to retrieve the vehicle from Service Provider's premises within seven (7) days after Service Provider notifies Customer that the Services have been completed, Service Provider may charge Customer a reasonable daily storage fee of Seventy-Five Dollars ($75.00) for each day the vehicle remains on Service Provider's premises after such seven (7)-day period. Customer shall pay all such storage fees in accordance with the payment terms set forth in Section 7. Service Provider's right to charge storage fees under this Section is in addition to, and not in lieu of, any other rights or remedies available to Service Provider under this Agreement, including its rights under Section 7.

9. Taxes. All prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Customer hereunder. Customer shall be responsible for all such taxes, duties, and charges.

10. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights in and to any documents, instructions, work product, and other materials delivered to Customer under this Agreement or prepared by Service Provider in the course of performing the Services (collectively, "**Intellectual Property Rights**") shall be owned by Service Provider.

11. Confidential Information. All non-public, confidential or proprietary information of Service Provider, including, but not limited to, information about its trade secrets, technology, business affairs, operations, strategies, services, customers, pricing, or marketing (collectively, "**Confidential Information**"), disclosed by Service Provider to Customer, whether disclosed orally or disclosed or accessed in written,

electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, may only be used for the purpose of using the Services, and shall not be disclosed unless authorized by Service Provider in writing. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Customer at the time of disclosure; or (iii) rightfully obtained by Customer on a non-confidential basis from a third party. Service Provider shall be entitled to injunctive relief for any violation of this Section.

12. Representation and Warranty. Service Provider represents and warrants that it shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and that any parts installed by Service Provider in the course of performing the Services shall be free and clear of any lien, security interest, or other encumbrance of any third party. To the extent Service Provider installs parts or components that are covered by original equipment manufacturer ("**OEM**") warranties, Service Provider hereby assigns and passes through to Customer all such OEM warranties to the fullest extent permitted by the applicable OEM. Service Provider will use its best efforts to help Customer pursue such OEM warranties; however, Service Provider makes no representation or warranty regarding the scope, duration, or terms of any such OEM warranties, and Customer's sole recourse for any defects covered by OEM warranties shall be directly against the applicable OEM in accordance with the terms of such OEM warranty. Service Provider shall not be liable for a breach of the warranty set forth in this Section unless Customer gives written notice of the non-conforming or defective Services, reasonably described, to Service Provider within thirty (30) business days of the redelivery of the vehicle to Customer. Subject to the immediately preceding sentence, with respect to any Services subject to a claim under the warranty set forth in this Section, Service Provider shall, in its sole discretion, either correct or re-perform the applicable Services. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SERVICE PROVIDER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION.

13. Disclaimer of Warranties. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 12 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO THE CONDITION, PERFORMANCE, ACCURACY, NON-INFRINGEMENT, SUITABILITY, FITNESS, OR QUALITY OF THE SERVICES. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, OR OTHERWISE, INCLUDING WITH RESPECT TO ANY THIRD-PARTY PARTS, COMPONENTS, OR MATERIALS NOT MANUFACTURED BY SERVICE PROVIDER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY DEFECTS IN, FAILURES OF, OR DAMAGE CAUSED BY ANY THIRD-PARTY PARTS, COMPONENTS, OR MATERIALS, WHETHER SUCH PARTS WERE SUPPLIED BY SERVICE PROVIDER, CUSTOMER, OR ANY OTHER PARTY. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SERVICE PROVIDER, OR ANY OTHER INDIVIDUAL OR ENTITY ON SERVICE PROVIDER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 12 OF THESE TERMS.

14. Limitation of Liability. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE DAMAGES, LOST REVENUES OR PROFITS OR DIMINUTION IN VALUE, OR LOSS OF USE OR DATA, ARISING OUT OF OR RELATING TO THIS AGREEMENT REGARDLESS OF (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii) WHETHER SERVICE PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THE QUOTE. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY AGREED REMEDY OR OTHER REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

15. Indemnification. Customer shall indemnify, defend, and hold harmless Service Provider and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Parties**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, relating to any claim arising out of or occurring in connection with any bodily injury, death, or damage to real or tangible personal property resulting from the acts or omissions of Customer or any breach of this Agreement by Customer.

16. Termination. In addition to any remedies that may be provided under this Agreement, by law, or otherwise, Service Provider may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (a) fails to pay any amount when due under this Agreement and such failure continues for five (15) days after Customer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part, and Customer fails to cure such non-performance or non-compliance within ten (30) days after receipt of written notice of it; or (c) becomes insolvent, is unable to pay its debts as they become due, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Termination of this Agreement for any reason will not affect any rights or obligations of the Parties that accrued prior to such termination.

17. Insurance. During the term of this Agreement and for a period of twelve (12) months thereafter, Customer shall, at its own expense, maintain and carry insurance in full force and effect, which includes, but is not limited to, commercial general liability with limits no less than $1,000,000 for each occurrence and $2,000,000 in the aggregate with financially sound and reputable insurers. Upon Service Provider's request, Customer shall provide Service Provider with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Service Provider as an additional insured. Customer shall provide Service Provider with thirty (30) days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Service Provider and the third-party Indemnified Parties.

18. Waiver. No waiver by Service Provider of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement by Service Provider operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or

privilege hereunder by Service Provider precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

19. Excusable Delays; Force Majeure. If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, or by any Force Majeure Event (as defined below), Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay. The following events shall each be considered a "**Force Majeure Event"**: (a) acts of God; (b) flood, fire, earthquake, epidemics, 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 action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of Service Provider. Service Provider shall give notice within five (5) days of the Force Majeure Event to Customer, stating the period of time the occurrence is expected to continue. Service Provider shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. Service Provider shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Service Provider's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section, Customer may thereafter terminate this Agreement upon fifteen (15) days' written notice.

20. Assignment. Customer shall not assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section is null and void. No assignment, transfer, or delegation relieves Customer of any of its obligations under this Agreement. Service Provider may at any time assign, transfer, or delegate any or all of its rights or obligations under this Agreement without Customer's prior consent.

21. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

22. No Third-Party Beneficiaries. This Agreement benefits solely the Parties and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. The Parties hereby designate the Indemnified Parties (other than Service Provider) as third-party beneficiaries of Section 15 with the right to enforce such Section.

23. Governing Law. This Agreement and all matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the State of Nevada, without giving effect to any conflict of law principles thereof to the extent such principles would require or permit the application of the laws of any jurisdiction other than those of the State of Nevada.

24. Jurisdiction. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement or any exhibits or schedules attached hereto, or any contemplated transaction, in any forum other than the state and federal courts located in Clark County, Nevada, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the state and federal courts located in Clark County, Nevada. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

25. Notices. All notices and other communications hereunder shall be in writing and addressed to the Parties at the addresses set forth in the Quote or to such other address for either Party as that Party may designate by written notice. All notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, with all fees prepaid), or email.

26. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. Survival. Subject to the limitations and other provisions of this Agreement, the following provisions, as well as any other provision that, in order to give proper effect to its intent, should survive expiration or earlier termination of this Agreement, shall survive the expiration or earlier termination of this Agreement: Confidential Information, Limitation of Liability, Governing Law, Insurance, Jurisdiction, and Survival.

28. Cumulative Remedies. All rights and remedies provided in these Terms are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Notwithstanding the previous sentence, the Customer's rights under Section 12 are Customer's exclusive remedies for the events specified therein.

29. Amendment. This Agreement may only be amended or modified in a writing which is signed by an authorized representative of each Party.