

White Label Capital, LLC – Device as a Service Rental Agreement

This DEVICE AS A SERVICE RENTAL AGREEMENT (“DAAS Agreement”) is entered into by and between White Label Capital, LLC, Florida limited liability company (“Capital”) and Reseller (as set forth on the Statement of Work).

1. DEFINITIONS:

(a) The “Acceptance Date” means the date on which Reseller certifies that the Equipment has been installed, is in good working order, and has been accepted by the Reseller. Reseller shall execute a Statement of Work (as defined herein), in the same form as the Statement of Work, verifying Reseller’s acceptance of the Equipment as of the Acceptance Date.

(b) The “Commencement Date” means the date on which the initial term of the rental related to an individual Statement of Work begins.

(c) The “Equipment” means the equipment, machines, devices, features, and other items listed in each equipment rental Statement of Work executed pursuant hereto and hereby made a part hereof.

(d) “Statement of Work” means the document entered into from time to time between Capital and Reseller, which is incorporated into the DAAS Agreement, and that establishes the specific terms and conditions of leasing the Equipment, such as the Basic Rental, Term, description of the Equipment and the Acceptance Certificate for such Equipment

(e) The “Secured Party” means a third-party lender who holds a security interest or lien against a pledged asset, such as the Equipment being rented under this Agreement.

(f) The “Security Deposit” means any payments made by the Reseller to Capital as a security deposit in connection with a Statement of Work or this DAAS Agreement.

(g) The “Term” shall mean, with respect to each Statement of Work, on the period starting on the Commencement Date and continuing for the number of full months set forth in such Statement of Work, and any renewal thereof.

(h) The “Vendor” means the manufacturer or vendor under whose name the Equipment is sold, as may be shown in each Statement of Work.

(i) The “Basic Rental” means the rental for the Equipment rental under each Statement of Work as set forth in such Statement of Work.

2. RENTAL OF EQUIPMENT:

(a) Capital agrees to rent to Reseller and Reseller agrees to rent from Capital, in accordance with the terms and conditions of this DAAS Agreement and applicable Statement of Work(s), all Equipment in the Statement of Work(s) which is (are) or may from time to time be executed pursuant to this DAAS Agreement. Each Statement of Work shall incorporate by reference all terms and conditions of this DAAS Agreement except as provided herein together with such other terms or amendments, which may be specified in such Statement of Work. A Statement of Work shall not become effective until it is executed by both Reseller and Capital. The Statement of Work(s) shall take precedence over this DAAS Agreement in the event of conflicts, and in the event of multiple Statement of Works, the most recent Statement of Work shall take precedence.

(b) The parties intend and agree that: (i) the Equipment shall remain personal property, and Capital’s title thereto shall not be impaired, notwithstanding its being affixed to any real property; (ii) this DAAS Agreement and the Statement of Work(s) constitute a true lease, which is a “finance lease,” as such term is defined in the Uniform Commercial Code (“UCC”) under Article 2A and not a sale or retention of security interest; (c) title to the Equipment shall at all times remain in Capital, and Reseller shall acquire no interest therein other than a leasehold interest.

3. TERM OF RENTAL:

The term of this DAAS Agreement shall commence on the date each applicable piece of Equipment is rented, as set forth in the Statement of Work(s), and shall continue for a period of thirty-six (36) months (the “Initial Term”) or until the later of such time as it is terminated as provided herein, including through execution of a superseding DAAS Agreement, or the termination of all Statement of Works executed

pursuant to this DAAS Agreement (collectively, the "Term"). Any notice of termination prior to the conclusion of the Initial Term provided by Reseller shall not be valid, unless accepted in writing by Capital. The terms of the rental related to this DAAS Agreement and each Statement of Work shall be (i) extended for successive one (1) month periods, unless written notice of Reseller's termination is provided to Capital at least fifteen (15) days prior to the expiration of the then current Term (which such successive one (1) months period shall be deemed to be part of the Term) until terminated, or (ii) at Capital's option, be terminated at the end of any Term by providing notice of non-renewal by Capital. Further, after the conclusion of the Initial Term, Reseller shall have the option to purchase the equipment in accordance with the Stipulated Loss Value (as defined herein) and set forth on Exhibit "A".

4. RENTAL:

(a) Reseller shall pay to Capital as rental for the Equipment rented under each Statement of Work the Basic Rental set forth in such Statement of Work. The Basic Rental shall be due and payable in advance on or before the first (1st) day of each month after receipt of an invoice by Reseller from Capital or Capital's assignee. If the Acceptance Date does not fall on the first day of a month, the payment for the first partial month will be prorated on the basis of the days in the partial month and such invoice will be invoiced to Reseller, and due immediately upon receipt by Reseller, in conjunction with the execution of the applicable Statement of Work. Except for invoices relating to partial months, invoices shall be sent to Reseller by first class mail, postage prepaid, or by email, on or before the 15th day of the month preceding that for which the Basic Rental is due to afford Reseller sufficient time to process the invoice for timely payment on the first day of the subsequent month. In the event Reseller does not make payment of any Basic Rental or other monies due hereunder within five (5) days of its due date, *Reseller shall be liable to Capital for a late payment fee of five percent (5%) of the past due balance from the date due thereof, and* shall pay such amount promptly to Capital or Capital's assignee. Any past due balances shall also include any late payment fees assessed from previous months, and such late payment fees shall be added to the past due balance and shall be subject to the late payment fee of five percent (5%), as set forth herein.

(b) In addition to the Basic Rental, Reseller shall pay to Capital an amount equal to all taxes that are levied or based on this transaction, the Basic Rental, this DAAS Agreement, any and all Statement of Works, and/or the Equipment or its use, lease, sale, operation, control or value, including, without limitation, state and local sales, use, excise, purchase, property, added value or other taxes, or amounts in lieu thereof paid or payable by Capital in respect of the foregoing (collectively, "Taxes"), but excluding only federal and state income taxes of Capital. Personal Property taxes, if any, with respect to the Equipment, shall be filed with the appropriate authorities by Capital, and reimbursed by Reseller as and when invoiced by Capital within thirty (30) days of receipt of invoice of Taxes from Capital. Reseller shall be liable for any penalties, interest and other charges in respect of said taxes due to improper filing as a result of a change in the location of the Equipment or Reseller not reported to Capital in writing. Notwithstanding anything herein to the contrary, Reseller must provide Capital with a valid tax exemption certificate as a condition of renting Equipment pursuant to this DAAS Agreement. If Reseller does not satisfy this requirement and continues to rent Equipment in violation of this provision of the DAAS Agreement, then Reseller shall be responsible for collection and remittance of any tax due, and Reseller shall indemnify Capital, as set forth in Section 6(a) of this DAAS Agreement, for any violation of this Section 4(c), and for any associated tax, penalties, and/or interest assessed to Capital as a result of Reseller's failure to have such exemption certificate. Reseller shall have the obligation to provide current tax exemption certificates to Capital within fifteen (15) days of receipt of any such certificate, and Reseller shall have an obligation to provide written notice to Capital of the revocation of any such tax exemption certificate within fifteen (15) days of any such revocation.

(c) Reseller hereby authorizes Capital to initiate ACH or other electronic debits to Reseller's account for the Basic Rental and Taxes and authorizes the named depository financial institution to honor such debit entries against such account. Reseller shall provide such ACH authorization together with its account information in an ACH authorization form acceptable to Capital. Reseller will pay a fee to Capital of \$30.00 if any ACH debit entry by Capital against Reseller's account is dishonored.

(d) EACH STATEMENT OF WORK SHALL BE A NET LEASE. In addition to Basic Rent and Taxes, Reseller shall pay all customs, duties or surcharges on imports or exports, plus all expenses incurred in connection with Capital's purchase and Reseller's use of the Equipment, including, but not limited to, shipment, delivery, installation and insurance.

5. OWNERSHIP, LOCATION, INSPECTION AND USE:

(a) The Equipment shall at all times remain the property of Capital and remain personal property notwithstanding the manner in which it may be attached or affixed to real property, and Reseller

acknowledges and agrees that it does not and shall not obtain any title to the Equipment by virtue of the execution of this DAAS Agreement or by payment or performance hereunder, unless so specified in a Statement of Work or other agreement between Capital and Reseller. At Capital's request, Reseller will affix tags, decals, or plates to the Equipment showing Capital's ownership. Unless authorized by Capital in writing, Reseller is expressly prohibited from labeling or affixing to the Equipment any tags, decals, or plates that may indicate the Equipment is owned by Reseller.

(b) Reseller agrees not to relocate the Equipment without the prior written consent of Capital, and then only to a location within the continental United States and at Reseller's sole expense.

(c) Provided Capital complies with Reseller's reasonable security requirements, Capital or its agent shall have free and unobstructed access to the Equipment upon prior, reasonable notice and during normal business hours for the purpose of inspection and for any other purpose contemplated in this DAAS Agreement. Further, if the Equipment is located on leased premises, Reseller shall provide such landlord waivers as reasonably required by Capital. At its sole discretion, Capital may delay the placement of purchase orders, payments to vendors for Equipment or the delivery of any Equipment until Capital's receipt of such landlord waivers.

(d) Reseller shall immediately provide written notice to Capital concerning any claim of damage or loss arising out of the use, manufacture, functioning or operation of the Equipment, and Reseller shall be responsible for any such claim of damage or loss arising out of Reseller's use or operation of the Equipment in accordance with the provisions of Section 11 (Default) and Section 12 (Remedies) of this Agreement. Reseller shall keep the Equipment free and clear of all liens, encumbrances, interests, and claims of any kind and nature.

6. WARRANTIES:

(a) Capital hereby assigns to Reseller all manufacturers' warranties and indemnities applicable to the Equipment to the extent such are assignable, and hereby authorizes Reseller to obtain any services furnished in connection therewith. Capital shall execute such documents of assignment as Reseller may reasonably request in connection therewith. Reseller shall reassign such manufacturers' warranties and indemnities to Capital upon the expiration or termination of this DAAS Agreement or the applicable Statement of Work and execute such documentation as may be required to affect such reassignment. To the extent such warranties and indemnities are not assignable, Capital hereby appoints Reseller as its agent to enforce the same.

(b) CAPITAL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO PATENT INFRINGEMENT OR THE LIKE. CAPITAL IS NOT RESPONSIBLE FOR ANY REPAIRS OR SERVICE TO OR DEFECTS IN THE EQUIPMENT OR THE OPERATION THEREOF.

(c) CAPITAL SHALL HAVE NO LIABILITY TO RESELLER FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER, NOR SHALL THERE BE ANY ABATEMENT OF RENTAL FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY ABATEMENT ARISING OUT OF OR IN CONNECTION WITH, WHETHER DIRECTLY, INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY, (I) THE EQUIPMENT, (II) ANY DEFICIENCY OR DEFECT THEREIN, (III) ANY INADEQUACY OF THE EQUIPMENT FOR ANY PURPOSE, (IV) THE USE, PERFORMANCE, OR LOSS OF SERVICE OF THE EQUIPMENT, OR (V) ANY LOSS OF BUSINESS RESULTING FROM ANY OF THE FOREGOING.

(d) Reseller will defend, protect, indemnify and hold Capital and any Secured Party harmless against any and all losses, damages, injuries, claims, demands, liabilities, costs, and expenses, including, without limitation, reasonable attorney's fees, arising out of or in connection with the use, possession or operation of the Equipment, except for any loss or damage caused by the willful fault or gross negligence of Capital.

(e) The indemnities and assumptions of liabilities shall continue in full force and effect notwithstanding the termination of this DAAS Agreement, whether by time or otherwise.

(f) In the event that Reseller pursues a Vendor for claims, demands, or other disputes arising in connection with any alleged default or breach by the Vendor, or in connection with any warranty for the Equipment, and there exists an Event of Default by Reseller hereunder, then Reseller shall immediately remit, transfer,

and/or convey to Capital the amount of any award, grant, or other receipt of proceeds, damages, or other compensation from or against the a Vendor necessary to cure any payment default(s) under any Statement of Work. Reseller's failure to make such transfer of proceeds to Capital shall be an Event of Default hereunder. Reseller agrees to take all necessary, reasonable steps to transfer any such proceeds to Capital, including, without limitation, by way of the execution of any assignment or security agreement.

7. INSURANCE:

The risk of loss of, damage to, or destruction of the Equipment shall be borne by Reseller. Reseller shall obtain and maintain for the entire Term of this DAAS Agreement, at its own expense, insurance against loss or damage to the Equipment, including, without limitation, loss by fire and hazard (including so-called "all risks and extended coverage", including floods, windstorms and earthquakes), and theft, in such amounts that shall not be, at any point in time, less than the greater of the full costs that the Reseller would be obligated to pay to replace the Equipment ("Replacement Value") or the agreed amount that the Reseller is obligated to pay in the event that the Equipment is lost or irreparably damaged at any point in time during the Term ("Stipulated Loss Value"), as set forth on Exhibit "A" hereto. Additionally, Reseller shall be required to obtain and maintain liability insurance as may be required by Capital from time to time. In the event that the Equipment shall be or become lost, stolen, destroyed, irreparably damaged, or shall be requisitioned or taken over by any governmental authority under the power of eminent domain or otherwise during the Term (any such occurrence being herein called a "Casualty Occurrence"), Reseller shall promptly provide written notice to Capital. On the payment date for Basic Rental next succeeding the Casualty Occurrence, Reseller shall pay to Capital an amount equal to the Basic Rental due on such date and any other rentals or sums then currently or past due related to such Statement of Work, plus an amount equal to the Replacement Value of the Equipment or the Stipulated Loss Value of the Equipment where specified in the Statement of Work, at which time the Statement of Work for such equipment shall be terminated and no further rent shall be due from Reseller. If the loss exceeds any applicable deductible and Reseller files a claim for the Casualty Occurrence in accordance with insurer's policy terms and proper filing is evidenced to Capital, Reseller may continue to pay the Basic Rental and other sums due under the DAAS Agreement and defer paying the Replacement Value or Stipulated Loss Value of the Equipment until the insurer pays the insurance claim to the loss payees and/or additional insureds or rejects it. In any settlement under this Section 7, Reseller shall be entitled to a credit (not to exceed the Replacement Value or Stipulated Loss Value actually paid by the Reseller), for the amount of any proceeds of any insurance or award actually received by Capital or the Secured Party on account of the Casualty Occurrence.

Reseller shall be the named insured and Capital and Secured Party shall be named as additional insureds and loss payees under such policies of insurance as Capital's and any Secured Party's interest may appear. Reseller shall furnish to Capital and any Secured Party a certificate of insurance or other evidence reasonably satisfactory to Capital and Secured Party that such insurance coverage is in effect and which includes a stipulation that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Capital; provided, however, that Capital and any Secured Party shall be under no duty either to ascertain the existence of or to examine any such insurance policy or to advise Reseller in the event such insurance coverage shall not comply with the requirements hereof.

8. ASSIGNMENT BY CAPITAL:

Capital may at any time and from time to time, without consent of Reseller, assign, sell, or encumber, whether absolute or as collateral security for indebtedness of Capital, all or any part of this DAAS Agreement, the Equipment, and the rental payments hereunder. In the event of any such assignment, the assignee or Secured Party shall have all of Capital's rights and obligations hereunder, and upon written notice to Reseller by Capital or by any assignee or Secured Party with a written assignment from Capital, Reseller shall unconditionally pay directly to such assignee or Secured Party all rental and other sums due or to become due under the DAAS Agreement. The rights of any such assignee or Secured Party shall not be subject to any abatement, set-off defense or counterclaim which Reseller may have against Capital prior to assignment. Notwithstanding the foregoing, any such assignment(s) (i) shall be subject to Reseller's right to quiet use and enjoyment of the Equipment so long as Reseller is not in default under this DAAS Agreement, and (ii) shall not release any of Capital's obligations hereunder, or any claim, which Reseller has against Capital.

9. MAINTENANCE AND REPAIRS:

(a) Reseller shall at all times during the Term, at its own expense, maintain and keep the Equipment in good working order, repair, and condition, and make all necessary adjustments, repair, and replacements, and shall use and require each piece of Equipment to be used in a manner consistent with the warranty and contract maintenance program provided or required by the Vendor of the Equipment.

(b) Capital shall have no responsibilities or obligations whatsoever with respect to the condition, operation, maintenance, or repair of the Equipment.

10. STATEMENT OF WORK TERMINATION OPTIONS AND REDELIVERY OF EQUIPMENT TO CAPITAL:

At the termination of each Statement of Work, Reseller shall deliver possession of the Equipment to Capital, or a location designated by Capital, as detailed below.

(a) Reseller shall return the Equipment to Capital complete, and in the standard operating order and repair, reasonable wear and tear accepted. If the Equipment consists of computers or other digital equipment containing hard drives, such Equipment shall be returned with all hard drives wiped – i.e., completely erased of all information.

(b) Reseller shall, at the end of the last business day of each Statement of Work and at Reseller's sole expense, tender to Capital the Equipment, packed in a manner suitable for truck transportation from the then present location of the Equipment.

(c) Reseller shall be solely responsible and liable for and shall pay directly all transportation, insurance, rigging, drayage, packing, installation, de-installation, disconnection charges and other items of like nature, including without limitation all reasonable costs and expenses incurred with respect to shipping and delivering the Equipment to Capital's designated location in the continental United States of America and insurance on the Equipment in route upon the termination of the applicable Statement of Work.

(d) If Reseller fails to return the Equipment in accordance with this Section 10 upon expiration of the Term then, in addition to all other Remedies available to Capital pursuant to Section 12 hereof, Reseller shall be obligated to pay Capital Basic Rental until the Equipment is returned to and received by Capital.

11. DEFAULT:

Reseller shall have the right to quiet use and enjoyment of the Equipment, provided that Reseller is not in default hereunder. Any of the following events shall constitute an event of default under this DAAS Agreement and any Statement of Work (each, herein, called an "Event of Default"):

(a) The failure by Reseller to pay the Basic Rental or other monies when due if such failure continues for ten (10) or more days after receipt of written notice thereof from Capital or Secured Party; or,

(b) Default by Reseller in the performance of any other term, provision or covenant of this DAAS Agreement as it relates to such Statement of Work, and Reseller fails to cure such default within fifteen (15) days after receipt of written notice thereof from Capital or Secured Party; or,

(c) If any representation or warranty made by Reseller in such Statement of Work or the DAAS Agreement or in any document or certificate furnished to Capital or Secured Party in connection therewith shall prove to be incorrect, false, and/or misleading at any time in any material respect; or,

(d) Any authorized ACH or other electronic debits to Reseller's account for the payments due hereunder are blocked or discontinued without Capital's consent; or,

(e) If Reseller fails to furnish to Capital and any Secured Party a certificate of insurance as required in Section 7 within ten (10) days after written notice from Capital.

(f) Immediately and without notice from Capital, if any of the following events occur either voluntarily to or by the Reseller or any guarantor of Reseller's obligations hereunder: if Reseller or guarantor makes an assignment for the benefit of creditors, or if either is named as a debtor in a petition in bankruptcy in the U.S. Bankruptcy Code, as amended, or, there is an admission by Reseller or guarantor in writing of its inability to pay its debts as they become due, or the filing by Reseller or guarantor of a voluntary petition in bankruptcy or any other petition or answer seeking for itself any reorganization, liquidation, dissolution, receivership, insolvency, or any other debtor relief generally under any present or future law, statute, or regulation, or the filing of any answer by Reseller or guarantor admitting, or the failure of Reseller or guarantor to deny, the material allegations of a petition filed against it for any such relief; or the adjudication of Reseller or guarantor as bankrupt or insolvent; or the seeking or consenting to or acquiescence in, by Reseller or guarantor, of the appointment of a trustee, receiver, or liquidator of Reseller, guarantor, or the property of either party; or,

(g) Upon forty-five (45) days, and without notice from Capital, after (i) the commencement of any proceeding against Reseller or guarantor seeking any reorganization, liquidation, dissolution, receivership, insolvency or any other debtor relief generally under any present or future law, statute, or regulation, unless Reseller or guarantor obtains dismissal of such proceeding within the forty-five (45) days; or (ii) the appointment, without the consent or acquiescence of Reseller or guarantor, of any trustee, receiver, or liquidator of Reseller, guarantor, or the property of either party, unless Reseller or guarantor is able to vacate such appointment within the forty-five (45) days.

(h) An Event of Default under any Statement of Work or guaranty of such Statement of Work shall, at Capital's option and with written notice to Reseller, be an Event of Default of this DAAS Agreement and any or all Statement of Works under this DAAS Agreement.

(i) Reseller encumbers, pledges, or otherwise conveys or transfers the Equipment, or any portion thereof, to a third-party, as security or otherwise, except as otherwise permitted hereunder.

12. REMEDIES:

Upon the occurrence of any Event of Default, Capital, at its option, may declare the Statement of Work and such other Statement of Works as the Capital or Secured Party, at its option, may select, in default and exercise one or more of the following remedies ("Remedies"), each without any presentment, demand, protest, or further notice (all of which are hereby expressly waived by Reseller): (a) terminate this DAAS Agreement and/or the Statement of Work(s) declared in default and terminate Reseller's rights thereunder; and/or (b) proceed by appropriate suit action or other proceeding, at law or in equity, to enforce payment and performance by Reseller of its covenants and other obligations under this DAAS Agreement and the applicable Statement of Work(s), or to recover from Reseller or any and all guarantors, all damages and expenses that Capital or Secured Party shall have sustained by reason of Reseller's default and in the enforcement of the Remedies hereunder; and/or (c) recover all amounts due on or before the date Capital or Secured Party declared the applicable Statement of Work in default, plus, upon written notice from Capital or Secured Party, such party may accelerate the obligations of the Reseller under the Statement of Work(s) in default and, at either's option, Reseller shall pay (i) the aggregate amount of all unpaid Basic Rentals that, absent a default, would have been payable thereunder for the full term of such Statement of Work plus any other obligations due or accrued hereunder (including without limitation interest accruing at the maximum rate allowed by law from the date of the default to the date of payment), plus the then Replacement Value or Stipulated Loss Value of the Equipment rented under the Statement of Work, upon payment of which Capital shall transfer title to the Equipment to Reseller; or (ii) the sum of all unpaid Basic Rental that, absent the default, would have been payable thereunder for the full term of such Statement of Work plus any other obligations due or accrued hereunder (including without limitation interest accruing at the maximum rate allowed by law from the date of the default to the date of payment), and Reseller shall, upon written demand by Capital or Secured Party, and at expense of Reseller, promptly return any or all Equipment rented under the Statement of Work(s) in default in accordance with Section 10 of this DAAS Agreement, or Capital or Secured Party may, personally or by its agent, at its option and without any legal process, enter upon the premises where such Equipment is located and take immediate possession of and remove the same. The exercise of these Remedies by Capital or Secured Party shall not constitute a termination of this DAAS Agreement or any Statement of Work unless Capital so notifies Reseller in writing. Reseller shall be liable to Capital for all costs, fees, interests, and expenses (including, without limitation, reasonable attorneys' fees) incurred by Capital or Secured Party in enforcing any of their rights and Remedies set forth herein.

Upon the occurrence of an Event of Default by which Reseller has failed to pay timely to Capital any Basic Rental or other monetary amount(s) due hereunder, Reseller shall be deemed to have forfeited the full amount of any Security Deposit to Capital. Reseller and Capital agree that the forfeiture, application, and transfer of any Security Deposit, or any portion thereof, as permitted in this paragraph, shall be deemed an indefeasible transfer, and concurrent with such forfeiture and and/or application, Reseller shall have no property interest—legal, equitable, or otherwise—in any Security Deposit, or any portion thereof.

13. DISPOSITION OF EQUIPMENT UPON REPOSSESSION:

If Capital or Secured Party repossesses the Equipment under Section 12 above, Capital or Secured Party may (a) rent or lease the Equipment or any portion thereof, in such manner, for such time and upon such term(s) as Capital may reasonably determine or (b) sell the Equipment, or any portion thereof, at one or more public or private sales, in such a manner, and at such times and upon such terms as Capital may reasonably determine. In the event that Capital rents any such Equipment, any rentals received by Capital for the remaining Term (the period ending on the date when the Term for the Equipment would have expired if an Event of Default had not occurred) for such Equipment shall be applied to the payment of (i) all costs

and expenses (including reasonable attorneys' fees) incurred by Capital in retaking possession of, and removing, storing, repairing and leasing such Equipment, and (ii) the rentals for the remainder of the Term and all other sums then remaining unpaid under this Agreement. The balance of such rentals, if any, shall be applied first to reimburse Reseller for any sums previously paid by Reseller and any remaining amounts shall be retained by Capital. All rentals received by Capital for the period commencing after the expiration of the Term shall be retained by Capital. Reseller shall remain liable to Capital to the extent that the aggregate amount of the sums referred to in clause (i) and (ii) above shall exceed the aggregate rentals received by Capital under such rentals for the respective Term(s) applicable to the Equipment covered by such rentals. In the event that Capital shall sell or otherwise dispose of (other than pursuant to a lease) any such Equipment, the proceeds thereof shall be applied to the payment of (i) all costs and expenses (including reasonable attorneys' fees) incurred by Capital in retaking possession of, and removing, storing, repairing, refurbishing and selling or otherwise disposing of such Equipment, (ii) the rentals accrued under this Agreement but unpaid up to the time of such sale or other disposition, (iii) any and all other sums (other than rentals) then owing to Capital by Reseller hereunder. The balance of such proceeds, if any, shall be applied first to reimburse Reseller for any sums previously paid by Reseller and any remaining amounts shall be retained by Capital. Reseller shall remain liable to Capital to the extent that the aggregate amount of the sums referred to in clauses (i) through (iii) above shall exceed the aggregate proceeds received by Capital in connection with the sale or disposition of the Equipment.

14. SUBLEASE; ASSIGNMENT; CHANGE OF CONTROL:

Reseller may not sublease any Statement of Work or any Equipment or assign its rights hereunder, by Change of Control or otherwise, without the prior written consent of Capital and/or the Secured Party. If Capital provides consent to a sublease or assignment of any Statement of Work or Equipment, in all instances, Reseller shall remain fully liable for its obligations, including, without limitation, payment and performance, under any such Statement of Work and this DAAS Agreement. Reseller agrees to take all necessary and appropriate steps with respect to documentation necessary to affect any sublease or assignment, including documentation under which the subReseller or assignee assumes all the obligations of Reseller in connection with such sublease or assignment.

If Reseller undergoes, or plans to consummate, a "Change in Control", then Reseller shall notify Capital in writing as early as possible—but in any event not later than ten (10) business days before the closing of the Change in Control. Reseller's notice shall identify the nature of the transaction, and the related person(s) and entity(ies) party to such transaction. Failure to provide such notice shall be an Event of Default under this DAAS Agreement. A "Change in Control" shall include, without limitation, a merger, any sale or disposition of the majority stock, membership, or other manner of equity interest of Reseller, a sale of substantially all of Reseller's assets, or other comparable event or transaction outside the ordinary course of Reseller's business.

15. MISCELLANEOUS:

(a) Amendment. Any modifications or amendments to this DAAS Agreement shall be in writing and no verbal amendments shall be valid, unless as otherwise permitted by the DAAS Agreement.

(b) Binding Nature; Survival of Obligations. Each Statement of Work shall be binding upon, and shall inure to the benefit of, Capital, Reseller and their respective successors, legal representatives, and assigns. All agreements, representations and warranties contained in this DAAS Agreement, any Statement of Work, or in any document executed pursuant hereto or in connection herewith shall be for the benefit of Capital and any assignee or Secured Party, or the Reseller, where approved by Capital, and shall survive the execution and delivery of this DAAS Agreement and the expiration or other termination of this DAAS Agreement. Notwithstanding the foregoing, the Statement of Work(s) shall take precedence over this DAAS Agreement in the event of conflicts.

(c) Severability. If any part of this DAAS Agreement is held unenforceable, the rest of the DAAS Agreement will continue in full force and effect.

(d) Return of Security Deposit. At the end of the Term, the Reseller shall return the Equipment as provided for in Section 10. If there has been no Event of Default under this DAAS Agreement, or any Statement of Work during the Term of the Statement of Work, Reseller has no outstanding obligations to Capital at the end of the Term and Reseller has returned the Equipment in accordance with the DAAS Agreement, Capital shall return the Security Deposit for the Statement of Work to the Reseller within twenty (20) business days. A Security Deposit shall not be applied to any other outstanding obligations for the Statement of Work, due to Capital by Reseller at the end of the Term.

(e) Notices. Any notice, instruction, or consent to either party by the other which should or may be given hereunder shall be in writing and only shall be deemed received upon the earlier of receipt or three days after mailing if mailed postage prepaid by registered or certified mail at the address for such party set forth or at such changed address as may be subsequently submitted by written notice of either party.

(f) Applicable Law. This DAAS Agreement has been, and each Statement of Work will have been, made, executed, and delivered in the State of Florida. This DAAS Agreement, any Statement of Work(s), and any documents executed in connection there with shall be governed and construed in all respects by the laws of the State of Florida without regard to its conflicts of laws provisions.

(g) **WAIVER OF JURY TRIAL.** EACH PARTY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LAWSUIT OR OTHER JUDICIAL PROCEEDING ASSERTING ANY CAUSE OF ACTION OR CLAIM ARISING OUT OF OR RELATING TO THIS DAAS AGREEMENT OR THE TRANSACTIONS OR DOCUMENTS CONTEMPLATED IN THIS DAAS AGREEMENT. EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS DAAS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 15(I), (C) REPRESENTS THAT IT HAS BEEN REPRESENTED BY COUNSEL AND ADVISED OF THE MEANING OF WAIVING ITS RIGHT TO A TRIAL BY JURY AND (D) REPRESENTS THAT IT IS KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVING ITS RIGHT TO A TRIAL BY JURY.

(h) Venue. The parties agree that the sole and exclusive jurisdiction for any legal action, suit, or proceedings arising out of this DAAS Agreement or concerning its interpretation, construction, application, or enforcement shall be a state or federal court of competent jurisdiction for the County of Sarasota, Florida (hereinafter, the "Proper Courts"). The parties hereby irrevocably agree to submit to the jurisdiction of all of the Proper Courts for the purpose of any legal action, suit, or proceedings arising out of this DAAS Agreement or concerning legal action, suit, or proceedings arising out of this DAAS Agreement or concerning its interpretation, construction, application, or enforcement. To the extent permitted by law, the parties further hereby agree to waive and not to assert as a defense in any action, suit, or proceeding covered by this Section 15(h) that (1) any of the Proper Courts cannot exercise personal jurisdiction over a party; (2) any party is immune from extraterritorial injunctive relief or other injunctive relief; (3) any action, suit, or proceeding covered by this Section 15(h) may not be maintained in any of the Proper Courts; (4) any action, suit or proceeding covered by this Section 15(h) brought in any of the Proper Courts should be dismissed or transferred on the grounds of forum non conveniens; (5) any action, suit or proceeding covered by this Section 15(h) should be stayed by the pendency of any other action, suit, or proceeding in any court or tribunal other than the Proper Courts, or (6) this DAAS Agreement may not be enforced in or by any of the Proper Courts.

(i) Counterparts. This DAAS Agreement may be executed by facsimile or electronic signature and in multiple counterparts, each of which, when taken together, shall constitute one entire agreement.

(j) Further Assurances. Reseller, upon execution of this DAAS Agreement and thereafter upon execution of each Statement of Work, shall provide to Capital such corporate documents and records and financial statements, including, without limitation, income statements, balance sheets, accounts receivable and other documentation as Capital may reasonably request.

EXHIBIT A

Stipulated Loss Value

Payment of the Stipulated Loss Value will be in addition to the then due Monthly Rental Payment for the Equipment.

On Due Date of Monthly Rental Payment No.	Percentage of the Acquisition Cost Of the Equipment	On Due Date of Monthly Rental Payment No.	Percentage of The Acquisition Cost of Equipment
1	110%	25	60%
2	110%	26	60%
3	110%	27	60%
4	100%	28	60%
5	100%	29	60%
6	100%	30	60%
7	100%	31	50%
8	100%	32	50%
9	100%	33	50%
10	100%	34	50%
11	100%	35	50%
12	100%	36	50%
13	80%	37 & any month after	25%
14	80%		
15	80%		
16	80%		
17	70%		
18	70%		
19	70%		
20	70%		
21	70%		
22	70%		
23	70%		
24	70%		