

EMERGENCY EQUIPMENT LEASE AND SERVICES TERMS

These Emergency Equipment Lease and Services Terms, as amended from time to time, are referred to as the “**Terms**” and govern each emergency lease of equipment and provision of related services by Basin Water Resources, LLC, d/b/a Expansa, a New Mexico limited liability company, “**Lessor**,” to the customer identified in the applicable Order, “**Lessee**.” For purposes of these Terms, “**Order**” means an Equipment & Services Schedule, Sales Order, or another substantially similar order-confirmation document. These Terms, together with each accepted Order and any exhibits, schedules, specifications, attachments, or other documents expressly incorporated by reference, collectively constitute the “**Agreement**” for the applicable transaction. By accepting an Order, authorizing Lessor to mobilize, accepting delivery of the Equipment, or using the Equipment or Services, Lessee agrees to be bound by these Terms. In consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

NOTICE

These Terms are intended to apply only when Equipment, as defined below, is needed immediately by Lessee because of an ongoing emergency or other time-sensitive condition that does not reasonably permit completion of Lessor’s standard contracting process before mobilization. If no such emergency or time-sensitive condition exists, Lessor’s standard Master Equipment Lease and Services Agreement shall apply. Lessee is solely responsible for determining whether an emergency or time-sensitive condition exists.

Because of the expedited nature of an emergency rental, Lessor may not have had an opportunity before mobilization to fully inspect, test, evaluate, commission, or confirm the suitability of the Equipment for Lessee’s specific application. Except as expressly stated in the applicable Order, Lessor does not guarantee that the Equipment will be fully operational, suitable for Lessee’s intended application, or capable of producing any specific result.

Accordingly, the Equipment is leased to Lessee on an “**AS IS, WHERE IS**” basis and “**WITH ALL FAULTS**.” Lessee acknowledges that it is relying on its own assessment of its equipment and process requirements, its examination and inspection of the Equipment to the extent reasonably available, and the information provided by Lessee concerning the project, site, feedwater, operating conditions, and intended use.

LESSOR MAKES NO EXPRESS WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THE APPLICABLE ORDER, AND DISCLAIMS ALL IMPLIED WARRANTIES, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, NON-INTERFERENCE, AND NON-INFRINGEMENT.

Lessor specifically disclaims any warranty, guarantee, or representation concerning: (a) the condition, capacity, effectiveness, or suitability of the Equipment; (b) the quantity, purity, specifications, quality, or suitability of any water treated by the Equipment; (c) the Equipment’s performance under feedwater, site, utility, process, or operating conditions not expressly stated in the applicable Order; or (d) Lessee’s compliance with applicable law through use of the Equipment.

1. Lease; Services. Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the equipment, trailers, systems, components, accessories, and other tangible property identified in an applicable Order, collectively, the “**Equipment**.” Each Order is incorporated into and made part of the Agreement for the applicable transaction. If Lessee requests, and Lessor provides, any equipment or other items not identified in an Order, Lessee shall pay Lessor’s then-current rates for such additional items, and such items shall be deemed part of the Equipment under the applicable Order. Lessor will also provide the services identified in the applicable Order, collectively, the “**Services**.” If Lessee requests, and Lessor provides, services not identified in an Order, Lessee shall pay Lessor’s then-current rates for such additional services, and such services shall be deemed part of the Services under the applicable Order.

2. Acceptance of Orders. An Order may be accepted by Lessee through signature, electronic signature, issuance of a purchase order, email, text message, written or electronic authorization to mobilize, acceptance of delivery of the Equipment, use of the Equipment or Services, or any other written or electronic communication or conduct reasonably evidencing Lessee’s authorization for Lessor to proceed. Upon acceptance, the Order becomes binding, is incorporated into these Terms, and forms the Agreement for the applicable transaction. **BY ACCEPTING AN ORDER, LESSEE ACKNOWLEDGES THAT IT HAS HAD AN OPPORTUNITY TO REVIEW THESE TERMS AND AGREES TO BE BOUND BY THE VERSION OF THESE TERMS IDENTIFIED IN OR LINKED FROM THE**

ORDER. Each Order constitutes a separate transaction under these Terms, and the expiration, termination, amendment, suspension, or default of one Order shall not affect any other Order except as expressly stated in these Terms or the applicable Order. Lessor shall have no obligation to reserve, mobilize, deliver, install, or provide any Equipment or Services unless and until Lessor has issued or approved the applicable Order, and submission of an emergency rental request, intake form, purchase order, or other request by Lessee does not obligate Lessor to provide Equipment or Services unless Lessor expressly accepts the request or proceeds with performance.

3. Operation. Lessee shall not remove the Equipment from the location identified in the applicable Order, the "Location," or relocate, reposition, or move the Equipment from the place where it was delivered or installed without Lessor's prior written consent, which may be withheld, conditioned, or delayed in Lessor's sole discretion. Lessee shall permit Lessor and its representatives to enter the Location at reasonable times to inspect, service, maintain, repair, monitor, or recover the Equipment. Lessee shall, at its expense, keep the Equipment in good condition and repair, ordinary wear and tear excepted, use the Equipment only for its intended purpose and within the operating conditions stated in the applicable Order, follow all instructions provided by Lessor, and prevent access to or operation of the Equipment by unqualified or unauthorized persons. Lessee shall not alter, modify, repair, bypass, disable, tamper with, or remove any component, control, alarm, safety device, monitoring device, identification marking, or remote communication system without Lessor's prior written consent.

4. Subleases. Lessee may, in the ordinary course of its business as a channel partner or distributor, sublease or otherwise make the Equipment available to third-party end users without obtaining Lessor's separate prior written consent for each placement, unless the applicable Order expressly provides otherwise. Each sublease or placement shall be solely to the identified end user, and Lessee shall not permit any further assignment, sublease, re-rental, transfer, pooling, sharing, relocation, or use by any other person or entity without Lessor's prior written consent. Lessee shall provide Lessor with written notice reasonably identifying the end user, operating location, and expected placement term. No sublease or end-user placement shall relieve Lessee of any obligation under the Agreement or the applicable Order, and Lessee shall remain fully responsible for all payment, use, operation, maintenance, loss, damage, insurance, compliance, indemnity, return, and other obligations relating to the Equipment, including all acts and omissions of any end user or other person possessing, using, operating, accessing, or controlling the Equipment. Unless Lessor expressly agrees otherwise in writing, Lessor shall have no contractual obligation to any end user, and no end user shall have any rights or remedies against Lessor under the Agreement or any Order.

5. Rent; Service Fees. In consideration of Lessee's right to possess and use the Equipment and Lessor's provision of the Services, Lessee shall pay the rent stated in the applicable Order, the "**Rent**," together with all labor charges, per diem, mobilization and demobilization charges, freight, third-party costs, consumables, taxes, demurrage, and other service-related fees, collectively, the "**Service Fees**." Rent and Service Fees are collectively referred to as the "**Charges**." Rent shall commence on the date the Equipment is shipped to Lessee or the Location, as applicable, unless a different commencement date is expressly stated in the applicable Order. If the Equipment is made available for pickup by Lessee or Lessee's carrier, Rent shall commence on the date the Equipment is made available for pickup. Lessee shall pay all Charges at the times stated in the applicable Order, without set-off, offset, abatement, withholding, or deduction and in United States dollars by a payment method acceptable to Lessor. Unless the applicable Order expressly provides otherwise, all invoices are due upon receipt. Lessee shall pay interest on all past-due amounts at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, calculated from the due date until paid, and shall reimburse Lessor for all reasonable costs of collection, including attorneys' fees. Payment of any late charge shall not cure or waive any default. If Lessee fails to return the Equipment upon expiration or earlier termination of the applicable Order in the condition and manner required by Section 9, Lessee shall continue to comply with the Agreement and shall pay **Holdover Rent** equal to one hundred fifty percent (150%) of the prorated daily Rent for each day until the Equipment is returned and accepted by Lessor, together with all continuing Service Fees and other Charges, and payment of Holdover Rent shall not constitute a renewal, extension, or waiver of Lessee's failure to timely return the Equipment.

6. Title and Risk of Loss. Title to the Equipment shall remain with Lessor at all times, and Lessee shall acquire no right, title, or ownership interest in the Equipment except the limited right to possess and use it in accordance with the Agreement. Lessee shall not sell, pledge, encumber, lien, alter the ownership markings of, or otherwise dispose of the Equipment. Lessee shall bear all risk of loss, theft, damage, destruction, contamination, condemnation, or other casualty affecting the Equipment from the time it is delivered to the Location until it is returned to and accepted by Lessor in accordance with Section 9, collectively, a "Loss," and shall immediately notify Lessor in writing of any Loss. Lessee shall pay all costs necessary to inspect, recover, clean, decontaminate, repair, or restore Equipment affected by a Loss. If any Equipment is lost, stolen, destroyed, damaged beyond economic repair, or not returned, Lessee shall immediately pay Lessor the Stipulated Loss Value stated in the applicable Order, together with all accrued Rent, Service Fees, and other unpaid Charges. The parties acknowledge that the Stipulated Loss Value represents a reasonable estimate, determined at the time of contracting, of Lessor's anticipated replacement, engineering,

fabrication, freight, installation, commissioning, administrative, and loss-of-use costs, which would be difficult to determine precisely at the time of a Loss, and is intended as liquidated damages and not as a penalty. Payment of the Stipulated Loss Value shall not limit Lessee's liability for environmental remediation, decontamination, third-party claims, or obligations not included in the Stipulated Loss Value. Lessee shall be solely responsible for the handling, treatment, storage, transportation, discharge, and disposal of all concentrate, backwash, rinse water, spent regenerant, chemicals, media, resin, membranes, filters, sludge, solids, effluent, and other waste or byproducts associated with the Equipment or Services in compliance with applicable law.

7. Preparation of Location. Lessee shall, at its sole cost and expense, prepare and maintain a safe, secure, and suitable site at the Location for the delivery, installation, operation, servicing, and removal of the Equipment and shall provide Lessor and its contractors with timely and unobstructed access to the Location. Unless expressly included in the applicable Order, Lessee shall be responsible for all site preparation, unloading, positioning, interconnections, installation, startup support, removal, and related third-party charges. A suitable site includes: (a) a level, stable, and structurally adequate foundation or surface capable of safely supporting the Equipment under all expected operating conditions; (b) sufficient access, clearance, turning radius, laydown area, drainage, lighting, and security for delivery, operation, servicing, and removal of the Equipment; (c) all tanks, pumps, hoses, piping, fittings, valves, connections, containment, and other equipment necessary to deliver feedwater to, receive treated water from, and manage all waste streams generated by the Equipment, except to the extent expressly provided by Lessor under the applicable Order; (d) all electrical power, water, fuel, compressed air, communications, and other site utilities required to operate the Equipment in accordance with the applicable Order and Lessor's instructions; (e) all environmental controls, freeze protection, ventilation, spill-response measures, secondary containment, and other safeguards reasonably required for the Equipment and the substances handled at the Location; and (f) all permits, licenses, approvals, consents, inspections, and legal authorizations required for the Location, the Equipment, the Services, and the handling and disposal of all related water, chemicals, discharge, and waste. Unless the applicable Order expressly provides otherwise, Lessor shall furnish the chemicals, membranes, filters, and other operating consumables required for the Equipment, at the rates or on the commercial terms stated in the applicable Order, and Lessee shall not substitute, add, remove, or use any chemical, membrane, filter, media, or other consumable without Lessor's prior written approval. Lessee shall promptly correct any unsafe or unsuitable site condition identified by Lessor, and Lessor may suspend delivery, installation, operation, or Services until the condition is corrected, without relieving Lessee of any payment obligation under the Agreement.

8. UCC-1 Financing Statement. The parties intend the transaction contemplated by each Order to constitute a true lease and not a sale or financing arrangement. If, notwithstanding that intent, the Agreement or any Order is recharacterized as a secured transaction, financing lease, or lease intended as security, the Agreement shall also constitute a security agreement, and Lessee hereby grants Lessor a continuing first-priority security interest in the Equipment, all replacements, substitutions, additions, accessions, attachments, proceeds, insurance proceeds, and other amounts payable with respect to the Equipment, to secure all obligations of Lessee under the Agreement. Lessee authorizes Lessor to file one or more Uniform Commercial Code financing statements, amendments, continuations, and other filings or recordings that Lessor reasonably determines are necessary or advisable to evidence, perfect, maintain, or protect Lessor's ownership or security interest in the Equipment, without Lessee's further signature or consent. Lessee shall not file, authorize, or permit any termination statement, amendment, release, or other record affecting any such filing without Lessor's prior written consent, except after all obligations under the applicable Order have been fully satisfied and Lessor has failed to provide an appropriate termination or release within a reasonable time after written request.

9. Return of Equipment. Upon expiration or earlier termination of an applicable Order, Lessee shall promptly make all Equipment available at the Location for pickup by Lessor or its designated carrier, unless the applicable Order requires Lessee to return the Equipment to another location. Lessee shall return the Equipment: (a) free and clear of all liens, claims, security interests, and rights of third parties other than those created by Lessor; (b) in the same condition as when delivered, ordinary wear and tear excepted; (c) complete with all components, accessories, manuals, controls, hoses, fittings, and other items provided with the Equipment; (d) free of Lessee's names, labels, markings, materials, and property; (e) cleaned, drained, flushed, decontaminated, and otherwise prepared for safe transportation, inspection, servicing, and reuse; and (f) in compliance with applicable law and Lessor's return instructions. Lessee shall disclose to Lessor all substances, contaminants, chemicals, waste, feedwater constituents, and process materials to which the Equipment was exposed and, upon request, provide supporting safety data, analytical results, manifests, or other documentation reasonably required by Lessor. Lessor may refuse to accept or transport Equipment that Lessor reasonably determines is unsafe, contaminated, incomplete, damaged, or not properly prepared for return, and Rent and all other applicable Charges shall continue until the Equipment has been returned to and accepted by Lessor. Lessee shall be responsible for all costs of inspection, cleaning, decontamination, repair, replacement, restoration, transportation, storage, disposal, and regulatory compliance required to place the Equipment in the condition required by this Section.

10. Compliance with Law. Lessee shall comply with all applicable federal, state, and local laws, regulations, ordinances, permits, orders, and industry requirements relating to the Location, the Equipment, the Services, the substances handled through or in connection with the Equipment, and Lessee's possession, transportation, installation, operation, use, storage, discharge, and disposal activities. Lessee shall obtain and maintain all licenses, permits, approvals, consents, inspections, and authorizations required to perform its obligations under the Agreement and shall provide copies to Lessor upon request. Lessee shall operate the Equipment only in accordance with the applicable Order, Lessor's instructions, and all applicable environmental, health, safety, transportation, and workplace requirements. Lessee shall immediately notify Lessor of any actual or suspected spill, release, violation, citation, investigation, enforcement action, or other regulatory matter involving the Equipment or Services and shall be responsible for all reporting, corrective action, remediation, fines, penalties, and related costs arising from the Location, the feedwater, Lessee's operations, or any substances handled by or through the Equipment, except to the extent finally determined to have been directly caused by Lessor's gross negligence or willful misconduct.

11. Indemnification. Lessee shall indemnify, defend, and hold harmless Lessor and its officers, directors, managers, employees, agents, affiliates, successors, and permitted assigns, collectively, the **"Indemnified Parties,"** from and against all claims, demands, actions, losses, damages, liabilities, judgments, settlements, penalties, fines, costs, and expenses, including reasonable attorneys' fees and costs of enforcement, arising out of or relating to: (a) Lessee's or any end user's possession, transportation, installation, operation, use, storage, maintenance, removal, or return of the Equipment; (b) the Location, feedwater, treated water, discharge, waste, chemicals, contaminants, or other substances handled through or in connection with the Equipment or Services; (c) any breach of the Agreement by Lessee; (d) the negligence, willful misconduct, or violation of law by Lessee, any end user, or any person for whom Lessee is responsible; or (e) any injury, death, property damage, environmental condition, spill, release, contamination, or regulatory action associated with the Equipment or Services, except to the extent finally determined to have been directly caused by the gross negligence or willful misconduct of Lessor. Lessor may participate in or assume control of the defense of any claim with counsel of its choosing, and Lessee shall not settle any claim in a manner that admits fault by, imposes liability or obligations on, or otherwise adversely affects any Indemnified Party without Lessor's prior written consent.

12. Insurance. During the term of each Order and until all Equipment provided under that Order has been returned to and accepted by Lessor, Lessee shall, at its sole cost and expense, maintain insurance with financially sound and reputable insurers in amounts and forms reasonably acceptable to Lessor,

including: (a) commercial general liability insurance with limits of not less than two million dollars (\$2,000,000) per occurrence and in the aggregate; (b) property insurance covering the Equipment against loss, theft, damage, destruction, and other casualty for not less than the greater of the applicable Stipulated Loss Value or full replacement cost; (c) workers' compensation insurance as required by applicable law and employer's liability insurance with commercially reasonable limits; and (d) automobile liability insurance covering owned, hired, and non-owned vehicles if Lessee transports, moves, or otherwise handles the Equipment. The commercial general liability and automobile liability policies shall name Lessor and the other Indemnified Parties as additional insureds, and the property insurance shall name Lessor as loss payee. All such policies shall be primary and non-contributory with respect to insurance maintained by Lessor and, to the extent permitted by law, shall include waivers of subrogation in favor of Lessor and the other Indemnified Parties. Upon request, Lessee shall provide certificates of insurance and any other evidence of coverage reasonably requested by Lessor before delivery or mobilization of the Equipment. Lessee shall provide Lessor with at least ten (10) days' prior written notice of cancellation, nonrenewal, or material reduction in coverage, to the extent such notice is available from the insurer. Failure to maintain the required insurance shall constitute a material default and shall not limit or relieve Lessee of any liability under the Agreement.

13. Term and Termination. These Terms shall apply to each Order from the date the Order is accepted until the Equipment provided under that Order has been returned to and accepted by Lessor and all amounts owed under the Agreement have been paid in full. Lessor may suspend performance, terminate an Order, recover the Equipment, or exercise any other available remedy immediately upon written notice if Lessee: (a) fails to pay any amount when due; (b) fails to maintain required insurance; (c) uses, moves, modifies, subleases, or operates the Equipment in violation of the Agreement; (d) creates or permits any condition that, in Lessor's reasonable judgment, threatens the safety of persons, property, the Equipment, or the environment; (e) provides materially inaccurate or incomplete information concerning the Location, feedwater, process conditions, or intended use; (f) becomes insolvent, files or has filed against it any bankruptcy, receivership, reorganization, or similar proceeding, makes an assignment for the benefit of creditors, or ceases substantial business operations; or (g) otherwise materially breaches the Agreement and, if the breach is reasonably capable of cure, fails to cure it within five (5) days after written notice. Lessee may terminate an Order only if Lessor materially breaches the Agreement and fails to cure such breach within fifteen (15) days after receiving written notice describing the breach in reasonable detail, provided that Lessee shall not be relieved of any payment, return, indemnity, or other obligation arising before termination. Upon expiration or termination of an Order, Lessee shall immediately cease use of the Equipment and comply with Section 9. If Lessee is in default,

Lessor and its agents may, to the fullest extent permitted by law and at Lessee's risk, cost, and expense, enter the Location or any other premises where the Equipment is located to inspect, disable, secure, or recover the Equipment, including by physical or remote lockout, without waiving any other right or remedy.

14. Confidential Information. All non-public, confidential, or proprietary information disclosed or made available by Lessor to Lessee in connection with the Agreement, including specifications, designs, drawings, plans, operating procedures, manuals, data, pricing, discounts, business information, customer information, software, control logic, remote-access credentials, process information, and other technical or commercial materials, whether disclosed orally, visually, electronically, or in writing and whether or not marked as confidential, shall be used solely for purposes of performing the Agreement and shall not be disclosed, copied, reproduced, distributed, reverse engineered, or used for any other purpose without Lessor's prior written consent. Lessee shall protect such information using at least the same degree of care it uses to protect its own confidential information of similar importance, and in no event less than reasonable care, and shall disclose it only to employees, contractors, and advisors who have a need to know and are bound by confidentiality obligations at least as protective as those set forth herein. Upon Lessor's request or upon expiration or termination of the applicable Order, Lessee shall promptly return or destroy all confidential materials and, upon request, certify such return or destruction. This Section shall not apply to information that Lessee can demonstrate: (a) was lawfully known to Lessee without restriction before disclosure by Lessor; (b) becomes publicly available through no breach of the Agreement; (c) is lawfully received from a third party without confidentiality restriction; or (d) is independently developed by Lessee without use of Lessor's confidential information. If disclosure is required by law, Lessee shall, to the extent legally permitted, provide Lessor prompt written notice and reasonable assistance in seeking protective treatment. Lessor shall be entitled to injunctive relief and any other available remedies for any actual or threatened breach of this Section.

15. Entire Agreement. These Terms, together with the applicable Order and any exhibits, schedules, specifications, attachments, or other documents expressly incorporated by reference, constitute the entire agreement between Lessor and Lessee concerning the applicable transaction and supersede all prior or contemporaneous proposals, communications, representations, negotiations, and agreements, whether written or oral, relating to that transaction. In the event of any conflict or inconsistency, the following order of precedence shall apply: (a) any amendment or special terms expressly signed by authorized representatives of both parties; (b) the applicable Order; (c) any exhibits, schedules, specifications, or attachments issued or approved by Lessor; and (d) these Terms. Any purchase order, acknowledgment, vendor form, portal term, or other document issued by Lessee shall be used solely for administrative purposes,

and any additional or conflicting terms contained in such document are rejected and shall have no force or effect unless expressly accepted in writing by an authorized representative of Lessor.

16. Survival. Any provision of the Agreement that by its nature should survive expiration or termination shall survive, including provisions relating to payment obligations, title and risk of loss, return of Equipment, compliance with law, indemnification, insurance, confidentiality, limitation of liability, dispute resolution, and any other rights or obligations that accrued before expiration or termination.

17. Notices. All notices of default, termination, indemnity claims, legal demands, and other formal communications required under the Agreement shall be in writing. Notices to Lessor shall be delivered to Basin Water Resources, LLC, doing business as Expansa, at the notice address or email address stated in the applicable Order or otherwise designated by Lessor in writing. Notices to Lessee shall be delivered to the address or email address stated in the applicable Order or otherwise designated by Lessee in writing. Formal notices may be delivered by personal delivery, nationally recognized overnight courier, certified or registered mail with return receipt requested, or email with confirmation of transmission. A notice shall be effective upon actual receipt; provided, however, that an email received after 5:00 p.m. at the recipient's location or on a non-business day shall be deemed received on the next business day. Routine operational communications, scheduling notices, service requests, approvals, and instructions may be provided by email, text message, telephone, or other electronic communication customarily used by the parties and shall not be subject to the formal notice requirements of this Section.

18. Severability. If any provision of these Terms is determined by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permitted by law and, if necessary, modified only to the minimum extent required to make it valid and enforceable. The invalidity, illegality, or unenforceability of any provision shall not affect the validity or enforceability of any other provision of these Terms or the enforceability of the affected provision in any other jurisdiction.

19. Amendments. Lessor may amend these Terms from time to time by publishing a revised version. The version of these Terms identified in or linked from an accepted Order shall govern that Order unless Lessor and Lessee expressly agree otherwise in a writing signed by authorized representatives of both parties. No amendment to an existing Order shall be effective unless made in writing and accepted by both parties.

20. Waiver. No waiver by any party of any of the provisions of these Terms shall be effective unless explicitly set

forth in writing and signed by the party so waiving. Except as otherwise set forth in these Terms, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

21. 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.

22. Assignment; Successors and Assigns. Except for a sublease or end-user placement permitted under Section 4, Lessee shall not assign, transfer, delegate, or subcontract any of its rights or obligations under the Agreement without Lessor's prior written consent. Any purported assignment, transfer, delegation, or subcontracting in violation of this Section shall be null and void and shall not relieve Lessee of any obligation under the Agreement. Lessor may assign, transfer, delegate, or subcontract any or all of its rights or obligations under the Agreement to an affiliate, financing party, purchaser of the Equipment, successor to Lessor's business, or other third party without Lessee's consent. The Agreement shall be binding upon and inure to the benefit of Lessor and Lessee and their respective permitted successors and assigns.

23. No Third-Party Beneficiaries. Except for the Indemnified Parties with respect to the rights expressly granted to them under Sections 11 and 12, the Agreement benefits solely Lessor, Lessee, and their respective permitted successors and assigns, and nothing in the Agreement, express or implied, confers upon any other person or entity any legal or equitable right, benefit, or remedy.

24. Choice of Law and Choice of Forum. The Agreement and all matters arising out of or relating to the Agreement are governed by, and construed in accordance with, the laws of the State of Texas, without regard to the conflict of laws provisions of such State. Any controversy, dispute, or claim arising out of, in connection with, or in relation to, the interpretation, performance or breach of the Agreement, including, without limitation, the validity, scope, and enforceability of this section, may at the election of any party, be solely and finally settled by arbitration conducted in Houston, Texas, by and in accordance with the then existing rules for commercial arbitration of the American Arbitration Association, or any successor organization and with the Expedited Procedures thereof (collectively, the "Rules"). Such arbitration shall be conducted by a single arbitrator selected in accordance with the Rules; provided that such arbitrator shall be experienced in

deciding cases concerning the matter which is the subject of the dispute. Any party may demand arbitration by written notice to the other and to the arbitrator ("**Demand for Arbitration**"). If possible, the award shall be made in writing no more than 30 days following the end of the proceeding. Any award rendered by the arbitrator shall be final and binding and judgment may be entered on it in any court of competent jurisdiction. Each party agrees to treat as confidential the results of any arbitration (including, without limitation, any findings of fact and/or law made by the arbitrator) and not to disclose such results to any unauthorized person. The parties intend that this Agreement to arbitrate be valid, enforceable and irrevocable. In the event of any arbitration with regard to the Agreement, each party shall pay its own legal fees and expenses, provided, however, that (a) the parties agree to share equally the cost of the arbitrator's fees and (b) the prevailing party shall recover its attorneys' fees, legal fees and expenses from the other party.

25. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THE AGREEMENT, INCLUDING THESE TERMS, ANY ORDER, EQUIPMENT SCHEDULES, OR OTHER INCORPORATED DOCUMENTS, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THESE TERMS, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THESE TERMS, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

26. Limitation of Liability. **IN NO EVENT SHALL LESSOR BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF ANY PROVISION OF THE AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT LESSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL LESSOR'S AGGREGATE LIABILITY UNDER THE AGREEMENT EXCEED THE TOTAL OF THE AMOUNTS PAID TO LESSOR UNDER THE APPLICABLE ORDER DURING THE IMMEDIATELY PRECEDING SIX (6) MONTH PERIOD.**

27. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement (except for any obligations of Lessee to make payments to Lessor hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, 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 actions; (e) embargoes or blockades in effect on or after the date of the 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 events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within thirty (30) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ninety (90) consecutive days following written notice given by it under this Section 27, the other Party may thereafter terminate the affected Order upon ten (10) days' written notice.

28. Headings. Headings in these Terms are for convenience of reference only and are not to be used in any interpretation of the Agreement between the parties.