

ACCUPOINT INC.

RENTAL TERMS & CONDITIONS

please see www.accupoint.com for a current copy of Terms & Conditions

This Contract is the sole agreement between the Customer and Accupoint Inc. and supersedes any purchase order provision or quote whether sent or received prior or subsequent to this contract. These terms and conditions and the Agreement shall control over any terms and conditions contained in Customer's purchase order or similar documents and such other terms are hereby rejected by Accupoint in the event that Accupoint signs a Customer's purchase order or similar document, such signature shall be solely for the purpose of acknowledging the order; it being the express intent of the parties that the Agreement and these terms and conditions shall govern all rental and service transactions. Terms and Conditions may change without notice.

Any individual signing the Agreement represents and warrants that he or she is of legal age and has the authority and power to sign this Agreement on behalf of Customer.

Accupoint Inc. (hereinafter, "Accupoint") hereby rents to the above-named Customer the described equipment for rental and pursuant to the terms and provisions set forth herein. BY TAKING DELIVERY OF THE EQUIPMENT CUSTOMER AGREES TO PAY THE RENTAL AT THE RATES SPECIFIED, OR THE MINIMUM CHARGED IF THAT IS GREATER, AND AGREES TO THOSE TERMS, CONDITIONS, AND AGREEMENTS SET FORTH IN THIS AGREEMENT.

1. **CHARGES:** All rental equipment must be returned by the same time of day or earlier that it is checked out or you will be charged for an additional day. We charge for all time out, including weekends and holidays. Customer shall provide access roads to the working site adequate to accommodate the equipment, Accupoint shall not be liable for any loss or damage by Customer's failure to provide such roads. In the event the equipment becomes stuck at the working site, Customer shall pay all costs incidental to free the equipment.
2. **PAYMENTS:** All payments must be paid within the terms of each invoice. Past due accounts are subject to being placed on hold and/or C.O.D.
3. **DEPOSITS:** For non-account customers, we require payment for the amount of the estimated rental time and a major credit card or 100% deposit of the purchase price of the equipment rented. Customer hereby agrees that any rental deposit in addition to securing the payment of rental charges hereunder shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the items, covenants, and/or agreements to be performed by Customer hereunder and in the event of any breach by Customer of any of the said terms, covenants and/or agreements, said deposit shall be credited against any damages, cost or expense incurred by Accupoint as a result of said breach.
4. **SELECTION OF EQUIPMENT:** Customer has made the selection of the equipment based upon its own judgment and expressly disclaims any reliance upon any statements or representations made by Accupoint. Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues, and other devices and materials used to connect the Equipment to Customer's towing Equipment, if any. Customer acknowledges Accupoint is not responsible for any damage to Customer's towing Equipment caused by detachable hitches or mirrors.
5. **INSTALLATION ON HEAVY AND CONSTRUCTION EQUIPMENT:** Addition of 2D and 3D control systems on Motor Graders, Dozers, and Excavators, etc. is a very time-intensive process. The length of time stated for completing these installs is an estimate only, should install go beyond this, Accupoint is not liable for any extra costs that the customer may incur from said install.
6. **SINGLE SHIFT/EXCESSIVE USE/RATE:** It is agreed that the rental rate is based on a single shift operation of eight (8) hours per day, five (5) days per week. On powered equipment, a two (2) shift operation rental rate will be at one and one-half (1 1/2) times the single shift rental rate, a three (3) shift operation rental rate will be two (2) times the single shift rate.
 - a. 1 Day (One Shift) = A 24-hour period not exceeding 8 working or machine hours.*
 - b. 1 Week = A 7 day period not exceeding 40 working or machine hours.
 - c. 1 Month = 28 Days and not exceeding 200 Working or machine hours.
 - d. Additional shifts or overtime hours will result in additional rental overage charges.
Rates shall not be subjected to deductions for non-working time
7. **RENTAL PERIOD:** All rentals shall commence when the equipment leaves Accupoint's premises and shall terminate when the equipment is returned to Accupoint premises. No allowance will be made for time in transit, or for any period of time equipment is not in actual use while in Customer's possession. Equipment must be returned during Accupoint's regular office hours. Customer will return equipment to Accupoint unless Accupoint has expressly agreed, in writing, to pick up equipment from Customer, at Customer's expense. Customer shall secure equipment against theft and unauthorized use.
 - a. Accupoint shall not be liable for any loss, damage, or expense, either incidental or consequential, arising out of delivery, delay in delivery, or operation of the equipment. In the event the equipment fails to perform, through no fault of Customer, Accupoint's sole liability is limited to repair or replacement of parts or equipment if available, at the location of use, and, in such event, rental will be abated from the date of such substitution or becomes necessary until such repair substitution can be made by Accupoint Inc.
 - b. The Customer will not retain the rented property beyond the return date without prior written notice and consent of Accupoint. Rented property overdue 1 week will be considered stolen property. The maximum interest rate allowable by law will be charged per month on accounts overdue by thirty days.
8. **COMPLIANCE WITH LAW AND SAFETY REGULATIONS:** Customer is familiar with the proper operation and use of each item of Equipment. As Accupoint has no control over the use of rented items by Customer, Customer agrees at its sole expense to comply with all federal, state, local laws, regulations, and ordinances, which may affect the rented item(s) and their use while in Customer's possession, including but not limited to the Occupational Safety and Health Administration Act (OSHA). Customer further agrees to pay all licenses, fees, or taxes arising from his use of the rented items. Customer hereby agrees to indemnify and hold Accupoint harmless from any liability or expense including attorney fees resulting from any actual or alleged violations of such laws, regulations, or ordinances.
 - a. Customer shall not allow any person who is not qualified to operate the rented equipment, use the equipment when it is in need of repair or in an unsafe condition or situation, misuse, harm, or abuse the equipment, permit any repairs or alterations to the equipment without Accupoint's written permission nor allow any lien to be placed upon the rented equipment without Accupoint's written permission. If the equipment becomes unsafe or requires repair, Customer shall discontinue using it and notify Accupoint immediately. Accupoint shall have the right to inspect the rented equipment at the premises of the Customer or wherever the equipment may be located during the period of Customer's possession.
 - b. The equipment shall be used only by competent operators employed by the Customer. At no time shall the equipment be subjected to improper use, use in violation of federal, state, or local laws or regulations, or use BEYOND THE MANUFACTURER'S RATED LIMITS OF CAPACITY OF THE EQUIPMENT. Throughout the terms of this rent, the equipment shall be operated and stored in a safe manner, free from any hazards, and reasonably protected from weather and vandalism. The equipment shall not be altered or modified in any way or subject to the addition of any counterweight beyond that provided with the equipment without the prior written consent of Accupoint. Customer shall not remove, alter or cover up any numbering, lettering, or insignia placed upon the equipment.
 - c. Customer shall, at Customer's sole expense, comply with all applicable municipal, state, and federal laws, ordinances, and regulations (including but not limited to those relating to worker safety or the environment), building and zoning codes, professional licenses, and licenses and permits which may apply to the use of the Equipment ("Licenses and Permits"). Licenses and Permits include, without limitation, the discharge of treated water, and disposal of waste or spent Specialty Media or other materials, and security, traffic control, and road crossings associated with the use of the Equipment. Customer shall ensure that the Equipment at all times remains movable personal property. Customer shall not permit or allow the Equipment to be incorporated, attached, or joined

to any real or immovable property such that it causes the Equipment to be deemed a fixture.

9. **TRAINING REQUIREMENTS:** All operators must be trained in the use of this machine prior to operating it. Such training will be verified by the Operator using the machine, under the Customer's observation, for a sufficient time to demonstrate proficiency and knowledge in its actual operation.
10. **MAINTENANCE AND REPAIR: Customer agrees to:**
 - a. Maintain and add grease to all grease points prior to operation (minimum of every 10 hours), check filters, oil, fluid levels, and tire air pressure;
 - b. clean and visually inspect the Equipment daily;
 - c. maintenance. Customer acknowledges that Accupoint has no responsibility to inspect the Equipment while it is in Customer's possession. Accupoint shall have the right to replace the Equipment with other reasonably similar equipment at any time and for any reason;
 - d. Customer shall maintain each item of rented equipment, all additions, attachments, and accessories with respect thereto, in good condition and shall be responsible for normal maintenance throughout the period of Customer's possession. Accupoint has no obligation to replace equipment rendered inoperable.
 - e. **TIRE CLAUSE:** It is the responsibility of the Customer to provide for the proper care and maintenance of all tires, while in the possession of the Customer. This includes, but is not limited to flats, punctures, cuts, patches, tubes, service calls, and tire replacement, if necessary. Tire wear will be recorded at the beginning of the rental term and again at the end of the contract. Tire wear will be calculated by subtracting the two measurements;
 - f. **UNDERCARRIAGE/GROUND ENGAGING TOOLS:** Wearable components, teeth, corner bits, edges, side cutters, etc. will be charged for on a prorated basis, based on use while in the possession of the Customer.
11. **CUSTOMER REMEDIES/DISCLAIMER AND BACK CHARGES:** Customer's sole remedy for any failure of or defect in rented equipment shall be the termination of any rental charges accruing after the time of failure, provided Customer notifies Accupoint immediately after discovery of defect or failure, and the equipment is returned to Accupoint within 24 hours from the time of defect. Accupoint shall not be responsible to customer, or any agent or employee of Customer, or to any party for any loss, damage, or injury of any and every nature whatsoever, including any special or consequential damages or lost profits arising out of, or in any way connected with the rental of this equipment, the operation or use of this equipment, or any defect in or failure of the equipment. Rental payments hereunder are not subject to back charge, abatement, or setoff. Customer is responsible for all damages and loss of rental equipment. In the event of destruction or loss or theft of the rented equipment, from any cause other than destruction caused by Accupoint, Customer agrees to pay Accupoint the full current replacement cost, including freight, of rented equipment.
12. **ACCIDENT:** In the event of an accident, Customer shall give immediate written notice to Accupoint with all available information, and shall assist Accupoint in securing information as to the facts and circumstances of any such accident. In the event, costs are incurred or proceedings are commenced by Accupoint to recover possession of said equipment or to enforce any of the terms, conditions, or provisions hereof, Customer agrees to pay reasonable attorney's fees and all costs incurred in connection therewith. (see also Section 15: Return of Equipment and Damage)
13. **NOTIFICATION: CUSTOMER SHALL NOTIFY ACCUPOINT IMMEDIATELY** of all information related to an "occurrence" involving or in any way related to the rented equipment, but in no event more than 12 hours after Customer's discovery of the "occurrence". AN "occurrence" is defined as any disappearance, accident(as noted above), theft or injury to person or property which is, or is claimed to be, or appears to have been, caused by or occurred on or around the rented equipment.
14. **INDEMNIFICATION:** Customer shall indemnify, defend and hold harmless Accupoint and its agents and employees from and against any and all claims, liabilities, and expenses that:
 - a. Relate to damage or destruction of any property, or to bodily injury, illness, or death of any person (including employees of Customer), or to any economic losses of any kind (including lost earnings, lost profits, and damage to business and pecuniary interests); and,
 - b. Are caused or claimed to be caused by the equipment rented under this rental contract, or by any act or omission of Accupoint or its agents or employees, or anyone for whose acts they are or may be claimed to be liable, pertaining to the rented equipment.
 - c. Customer shall defend Accupoint and its agents and employees against all suits and proceedings where the claims made come within or may come within the scope of this indemnification provision, and Customer shall be responsible for all expenses related to the defense and settlement of such suites and proceedings (including litigation costs, attorney fees, and expert fees). **PURPOSE OF THIS CLAUSE:** The purpose of this clause is to shift to Customer for the entire term of this rental contract the risk of all claims related to the rented equipment. **WARRANTY DISCLAIMER:** Customer acknowledges that Accupoint is not the manufacturer of the rented equipment nor the agent of the manufacturer. **THE PARTIES AGREE THAT IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AS WELL AS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE EQUIPMENT RENTED UNDER THIS RENTAL CONTRACT.** Customer is leasing the equipment AS IS and WITH ALL FAULTS. With respect to the condition or fitness for a particular use of the rented equipment, Customer has elected to rely exclusively on its own inspection of the equipment. This warranty disclaimer has been specifically negotiated by the parties in lieu of a higher price. **MERGER CLAUSE:** If Accupoint or its agents or employees have made any oral statements about the rented equipment, such statements shall not constitute warranties, are not part of the rental contract, shall not be relied upon by Customer, and shall not provide a basis for any misrepresentation claim against Accupoint. The entire agreement of the parties is set out on the rental contract.
15. **RETURN OF EQUIPMENT AND DAMAGE:** At the expiration of the Rental Period, Customer will return the Equipment to the Store Location during Accupoint's regular business hours or if Accupoint has agreed to pick up the Equipment, Accupoint shall endeavor to pick up the Equipment within a commercially reasonable period of time after Customer notifies Accupoint that the Equipment is called "off rent." Customer is obligated to restore the Equipment to the same condition as when delivered, reasonable wear and tear (as defined below) excepted. Tanks shall be empty of all contents as required by any applicable federal, state, or local regulation, including but not limited to those set forth in the Resource Conservation and Recovery Act ("RCRA"). Customer shall be responsible for all damages to or loss of the Equipment from the time the Equipment leaves the Store Location until the Equipment is either returned to the Store Location, including any damage during transit to or from Customer, or picked up by Accupoint. In the case of the loss or destruction of any Equipment, or inability or failure to return same to Accupoint for any reason whatsoever, Customer will pay Accupoint the then full replacement list value of the Equipment together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay Accupoint the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. Accupoint shall be under no obligation to commence repair work until Customer has paid to Accupoint the estimated cost thereof. Customer agrees that Accupoint reserves the right to charge the Credit Card and/or Customer's account for any amount owed by Customer pursuant to this section due to damaged or lost Equipment. Accupoint shall be under no obligation to commence repair work until Customer has paid Accupoint the estimated cost thereof. The Customer will be expected to return rented property full of fuel to be charged at our current price for fuel. The Customer will also be expected to return the property clean or be charged at Accupoint's current cleaning Labor Rate.
Should the Equipment be involved in an accident, become unsafe, malfunction, or require repair, Customer shall immediately cease using the Equipment and immediately notify Accupoint. If such condition is the result of normal operation, Accupoint will repair or replace the Equipment with reasonably similar Equipment in working order, if such replacement Equipment is available. Accupoint has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse, or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. Customer must return the Equipment to the Store Location within twenty-four (24) hours from the time of defect in order to terminate rental charges.
16. **ENVIRONMENTAL SERVICE CHARGE:** Due to the hazardous nature of some waste and other products, to comply with federal and state environmental regulations, and to promote a clean environment, Accupoint charges an Environmental Service Charge for certain rentals. The Environmental Service Charge is not a government-mandated charge, is not designated for any particular use, and is used at Accupoint's discretion. The Environmental Service Charge is 2.00% of the service charge and will not exceed \$99. Customer acknowledges the items indicated above are subject to the Environmental Service Charge and Customer agrees to pay that Charge.
 - a. **Reasonable wear and tear:** of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one-shift basis (as defined in Section 6 above). The following shall **NOT** be considered reasonable wear and tear:
 - i. damage resulting from lack of lubrication, insertion of improper fuel or maintenance of necessary oil, water, and air pressure levels; cavitation; or freezing;
 - ii. except where Accupoint expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventative

- maintenance suggested in the manufacturer's operation and maintenance manual;
- iii. damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment;
 - iv. damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the Equipment or any part thereof;
 - v. wear resulting from use in excess of shifts for which rented; and
 - vi. any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry.
- b. **Disinfecting:** During a widespread or global occurrence of infectious disease, for Equipment handled by a person known or suspected to be infected or used in a known or suspected zone of infection including but not limited to permanent or temporary healthcare facilities and testing facilities, ambulance interiors, and biological laboratories, Customer shall disinfect the Equipment in accordance with the following requirements:
- i. disinfection must be performed by an independent contractor acceptable to Accupoint;
 - ii. it must be documented to Accupoint's satisfaction;
 - iii. in the event Customer is unable to disinfect in accordance with the Equipment, Accupoint will disinfect it and charge Customer for the costs incurred.
- c. **Cleaning:** Upon return, if the Equipment in Accupoint's discretion requires more than Accupoint's standard cleaning, Accupoint may charge the Customer for the actual costs incurred by Accupoint in having the Equipment professionally cleaned. Customers will also pay a reasonable fee for cleaning the Equipment's interior upon return if any stains, dirt, odor, or soiling attributable to Customer's use cannot be cleaned with Accupoint's standard post-rental procedures as determined by Accupoint at our discretion.
- d. **Smoking:** Accupoint maintains a non-smoking fleet, including a prohibition on the use of e-cigarettes in the Equipment. Customers will pay an additional charge if it returns the Equipment and it smells or is soiled from smoke or vapor of any kind.
- e. **Lost Keys/Key Fobs/Lockouts:** If Customer loses the keys and/or key fobs to the Equipment, Accupoint may charge Customer for the cost of replacing such keys and/or key fob and for the cost of delivering replacement keys and/or key fobs and/or towing the equipment to the nearest Store Location to open such Equipment. If Customer or Qualified Operator locks the keys and/or key fobs in the Equipment and requests assistance from Accupoint, Accupoint may charge Customer for the cost of delivering replacement keys and/or key fobs and/or towing the Equipment to the nearest Store Location to open such Equipment.
- f. **Incomplete Return:** Any component not returned with the rental package, individually listed or not in a rental package, will continue to be billed separately until returned. However, if Customer wishes to close out a contract, anything that is not returned is charged as 'LOST' and the customer is given 10 days to return the 'LOST' item for a credit towards payment.
17. **FAILURE TO DELIVER:** Customer hereby releases and discharges Accupoint from any and all liability for damages which might be caused by the failure of Accupoint to deliver any equipment within the agreed time.
18. **RENTAL PURCHASE OPTION AGREEMENT:** Rental equipment does not carry the option to purchase unless Accupoint and the Customer agree in writing upon the same prior to the rental of the equipment.
19. **RENTAL BUYOUT:** It is Customer's responsibility to notify Accupoint if Customer would like to purchase any rental equipment on or before the date it is returned. Not all rental equipment is available for the rental buyout program. It is the customer's responsibility to inquire if the buyout option is available for a specific item. Rental Buyout Terms are as follows:
- a. Rental credit applied to purchase: 50% of paid rent applied, with rental credit not to exceed the purchase price of each item.
 - b. Payment terms on all rental purchases are net 30 days for credit customers and net due for non-account customers.
 - c. If a Buyout invoice is not paid within set terms, the sale price is void and the item will revert to normal rental. Rent will continue to accrue from the original rental agreement date.
 - d. If at any time during the rental Customer's account becomes past due, the rental purchase option becomes void.
20. **EQUIPMENT SOFTWARE AND TELEMATICS:** In the event, this machine is equipped with software, Customer understands data concerning this machine, its condition, and its operation is being transmitted to Accupoint, its affiliates (Manufacturer), and/or its dealers to better serve the customer and to improve upon Manufacturers' products and services. The information transmitted may include, but not limited to: Location, machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Accupoint will exercise reasonable efforts to keep the information secure. Accupoint recognizes and respects customer privacy. Customer agrees to allow this data to be accessed by Accupoint and/or its dealers.
21. **TITLE:** Title to all rented equipment is and shall remain in Accupoint. If the equipment is levied upon or the agreement is terminated for any reason whatsoever, Accupoint may retake the equipment without notice or legal process and may take all action reasonably necessary to do so.
22. **SECURITY AGREEMENT:** Title and the right to immediate possession of any purchased equipment described on the front side hereof shall remain in Accupoint until all items have been paid for in full. Customer hereby grants to Accupoint a security interest in said equipment pursuant to the provisions of the Revised Code of Alaska and any other applicable provisions of law, except as otherwise provided for herein. In the event of default by Customer, Accupoint shall be entitled to immediate possession of all equipment described herein and any other remedies afforded by Accupoint by this agreement or law.
23. **NOTICE OF NON-WAIVER:** Any failure of Accupoint to insist upon strict performance by Customer of the conditions and terms of this agreement shall not be construed as a waiver of Accupoint's right to demand strict compliance. Time is expressly made the essence of this agreement.
24. **RETAKE OF EQUIPMENT/DAMAGES:** If for any reason it becomes necessary for Accupoint to retake the equipment, Accupoint and its agents may go upon any private or public property and retake the equipment without notice or legal process. Accupoint and its agents may take all action reasonably necessary to retake the equipment and Customer waives for himself, agents and employees, all claims for damages and losses, physical and pecuniary, caused by retaking by Accupoint. Customer agrees to pay all costs and expenses incurred by Accupoint in retaking the equipment.
- a. **Recovery Costs:** Customer is responsible for recovery expenses, consisting of costs of any and all kinds (and including attorneys' fees and court costs) incurred by Accupoint in recovering the Equipment
- i. under this Rental and/or Service Agreement; or
 - ii. if it is seized by governmental authorities as a result of the use of the Equipment by Customer, any Qualified Operator, or any other operator with Customer.
25. **PARKING AND TRAFFIC VIOLATIONS: CUSTOMER WILL BE RESPONSIBLE FOR, AND WILL PAY WITHOUT DELAY, ALL PARKING AND TRAFFIC VIOLATIONS,** As well as other expenses and penalties, all towing, storage, impound fees, and all tickets incurred while the Equipment is on rent to Customer. If Customer is issued an automated traffic violation, Customer agrees to pay a "traffic violation service charge" comprised of the amount of such violation plus a flat fee of \$50.00 which is the amount of Accupoint's out-of-pocket administrative costs for its traffic violation management service. This charge will be billed to the customer when information regarding any such violation, and expenses related thereto, is received by Accupoint and may be charged at a later date
26. **PURCHASE ORDERS:** The use of Customer's purchase order number on this contract is for Customer's convenience and identification only. This contract constitutes the sole agreement between the Customer and Accupoint and supersedes any purchase order provision whether sent or received prior to or subsequent to this contract. The absence of a purchase order number shall not constitute grounds for nonpayment of charges when Customer has the right to enjoy the use of the items.
27. **DEFAULT:** Should Customer in any way fail to perform, observe or keep any provision of this agreement, Accupoint may exercise, concurrently or separately, any one or more of the following remedies:
- a. termination of this agreement;
 - b. declaration of the entire rent immediately due and payable and commencement of legal action for recovery of said sums;
 - c. retaking possession of the equipment and holding Customer fully liable for all rentals; and
 - d. pursuit of any other remedies available to Accupoint
28. **LATE CHARGES & FEES:** A late payment penalty of 1-1/2% per month (18% annual) will be charged on all past-due invoices. There is a \$25.00 fee or an amount prescribed by Alaska Statute (Section 09.65.115), whichever is greater, for each check or other payment instrument returned from the bank NSF, or for any other reason (except an error by us). We may use a collection agency to collect for this.
29. **WARRANTIES:** Time, travel expense, and freight charges are not covered under equipment warranties.

30. **ATTORNEY'S FEES AND VENUE:** In the event that Accupoint is required to retain an attorney to enforce any provision of this agreement, whether or not suit is instituted, Customer shall be responsible for and pay, in addition to any other sums due under this agreement, attorney's fees, expenses and/or charges resulting from such action, and court costs. Furthermore, Customer agrees that the venue may be at the option of Accupoint, in Alaska.
31. **CLASS ACTION WAIVER:** Customer agrees that any claims or proceedings brought by Customer relating to this Agreement will be conducted on an individual basis, and not on a class-wide, collective, or representative basis and that any one person's claims or proceedings may not be consolidated with any other claims or proceedings. Customer will not sue Accupoint as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against Accupoint. Nothing in this paragraph, however, limits Customer's right to bring a lawsuit as an individual plaintiff.
32. **SEVERABILITY:** If any provision of this agreement is invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions
33. **ASSIGNMENT OR SUBLETTING AND LOCATION:** Customer shall not assign or transfer the rental agreement, nor shall Customer assign, loan or sublet the rented equipment or any part thereof, without the written consent of Accupoint first had and obtained. No item of rented equipment shall be removed from the location represented by Customer without the prior written consent of Accupoint nor taken out of the state of Alaska.
34. **INSURANCE: Accupoint and its related companies and wholly-owned subsidiaries.**
- a. **EQUIPMENT INSURANCE:**
- Customer will carry Commercial General Liability insurance and Inland Marine insurance that will cover equipment rented from Accupoint Inc.
 - Liability. Coverage must be provided by the current version of the Commercial General Liability coverage with limits of \$1,000,000 per occurrence, \$1,000,000 general aggregate, \$1,000,000 personal and advertising injury, and \$1,000,000 products-completed operations aggregate
 - Customer must name Accupoint Inc. as additional insured on form CG 20 28 04 13 or equivalent.
 - Damage To Equipment. Coverage must be provided on an appropriate contractor's equipment coverage form providing the equivalent of "all-risk" coverage with a limit equal to the value of the equipment assigned by Accupoint. Accupoint must be named as loss payee on an appropriate endorsement.
 - Cargo. If Customer or Customer's designee (other than Accupoint) is delivering the equipment to customer's site, customer or customer's designee must have cargo insurance equal to the value of the equipment assigned by Accupoint
- b. **AUTO INSURANCE:** Customer will carry auto liability and physical damage insurance written on the current version of the ISO Business Auto Coverage Form CA 00 01, subject to the following requirements:
- Liability. Coverage must be provided with either a Symbol 1 – Any Auto or a Symbol 8 – Hired Autos Only. The limit of liability must be at least \$1,000,000 per accident. Customer must carry any no-fault or other coverages required by law, with those coverage having limits at least equal to those required by law. Customer must name Accupoint as additional insured on form CA 20 01 or equivalent.
 - Physical Damage. Coverage must be provided by a Symbol 8 – Hired Autos Only. Coverage must name Accupoint, including but not limited to Accupoint as loss payee on form CA 20 01 or equivalent. Customer is responsible for all risks of loss, damage, theft, or destruction of the rented Equipment. In case of loss, damage, theft, or destruction of the auto, Customer and/or Customer's insurance will pay Accupoint the actual cash value of the auto.
 - GENERAL:** All insurance coverages must be written by a carrier with an A.M. Best Financial rating of A- XII or better. At the time of rental of heavy equipment, Customer will deliver to Accupoint, from which Customer is renting the Equipment, a copy of its insurance policy or certificate of insurance as verification that Customer has purchased the required coverage. Customer will ensure that Accupoint will receive notice of cancellation in accordance with the provisions of the appropriate state law but in no case less than ten (10) days' notice to Accupoint, or the subsidiary or related company from which the Equipment or equipment was rented. Customer acknowledges that Customer is obligated immediately to return the Equipment to the location from which it was rented if notice of cancellation is issued for Customer's auto insurance. Customer acknowledges that the insurance requirements in this contract are minimum requirements and in no way limit the amounts available to pay claims. Accupoint in no way warrants that the minimum requirements contained in this contract are sufficient to protect Customer from liabilities that might arise from the rental of equipment under this agreement.

ENTIRE AGREEMENT/APPLICABLE LAW: THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SHALL BE BINDING ON THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS. This agreement covers all equipment rented or purchased by Customer from Accupoint and may not be amended or altered except in writing signed by both parties. This agreement has been executed by Customer and delivered to Accupoint at Accupoint's office, Anchorage, Alaska, and shall be governed and interpreted under laws of the State of Alaska.