

## Lease Terms and Conditions

**Item 1.** This Lease is for the term on the front hereof. If all of the items leased hereunder are not returned to the Lessor's place of business at the address on the front hereof, Lessee shall be obliged to pay and shall pay to the Lessor the additional monthly rate shown on the front hereof for each outstanding item for each month or part thereof after the expiration of the term until the Lessor receives all of the items.

**Item 2.** Lessee shall return all items to Lessor by the end of the term, freight prepaid by Lessee. Should the items or any portion thereof be returned before the end of the term, Lessor is not obliged to refund any of the rental paid and Lessee shall be obliged to pay the full amount for the unexpired term.

**Item 3.** The items leased hereunder are and shall at all times remain the property of the Lessor exclusively. Lessee shall not remove, destroy, or deface any plates or labels showing Lessor's ownership of the items. Lessee shall keep the items free of any liens, claims, security interests and other encumbrances. Lessee shall be responsible for the items, and shall bear the entire risk of loss, theft, damage, and destruction of the items from the time of shipment by the Lessor until received back by the Lessor. Lessee shall not modify the instrument(s) in any way or use it in a manner for which it is not intended. If any item is not repairable but in the sole opinion of the Lessor must be replaced, Lessee shall pay to Lessor an amount equal to the value of such item specified on the front hereof.

**Item 4.** If through normal and usual use and no negligence of Lessee, any of the items require calibration or repairs, Lessee may, at own expense, return such items to Lessor and shall be entitled to a credit for the cost of shipment back to the Lessor, and for a pro rata amount of the rental theretofore paid for the period from the Lessor's receipt thereof until Lessor again ships, at Lessor's expense, the same back to Lessee. Loss, theft, damage, or destruction during such shipments shall be at Lessee's risk. Unless Lessee gives Lessor written notice of each and every defect in the items within three (3) days after Lessee's receipt thereof, it shall be conclusively presumed that the items were delivered in good condition.

**Item 5.** Upon Lessor's request, Lessee shall provide evidence satisfactory to Lessor that Lessee has insurance against such risks as Lessor may determine in an amount equal to at least the aggregate of the values specified on the front hereof for all of the items leased hereunder, with loss payable to and adjustable with Lessor.

**Item 6.** Lessor shall not be responsible for lost data, improper use of data, or the results of improper use of data including incidental or consequential damages. Lessor makes no warranties or representations to Lessee of any kind or nature, including any WARRANTY OF MERCHANTABILITY or fitness for a particular purpose. Lessor specifically denies any liability for incidental or consequential damage.

**Item 7.** Should Lessee violate any of the terms or provisions hereof, Lessor shall have the right to terminate this Lease, in which event Lessor shall be entitled to immediate possession of all items leased hereunder and may enter upon Lessee's premises where such items are, or are believed by the Lessor to be located, for the purpose of recovering the same. Upon such recovery, Lessee shall be entitled to a rebate of rental previously paid equal to the difference between (1) fifty (50) percent of what such rebate would have been if calculated on a pro rata basis, and (2) all cost and expenses incurred or suffered by Lessor in recovering the items and repairing any damage to them.

**Item 8.** Lessee shall not permit anyone, other than Lessee, and its employees to use or possess the items leased hereunder. Lessee may not assign or delegate any of its rights or duties hereunder without prior written consent, and, in any event, no such assignment or delegation (with or without Lessor's consent) shall relieve Lessee of its obligations hereunder, and Lessee will abide by any instructions given to Lessee by Lessor in connection with any such assignment. Lessee shall not interpose against such assignee any claim or defense it may have against Lessor.

**Item 9.** Lessee agrees to use any leased software described on the front hereof only on a single microcomputer system, and only during the lease term. The use of the leased software on any other microcomputer system is not authorized. Lessee acknowledges that the leased software contains confidential and proprietary information which is protected by the Copyright Laws of the United States, and Lessee further acknowledges that the unauthorized distribution of any leased software will cause material damage to the Lessor. Accordingly, Lessee agrees not to make, or permit others to make, copies of the leased software, except for copies made by the Lessee for use solely on a single microcomputer system.

**Item 10.** The Lessee will pay or reimburse for any sales, use or personal property tax, or any tax except a tax measured by profits or net income, which now is or may hereafter be imposed on the items leased hereunder or the leasing herein provided.

**Item 11.** The Lessee will pay or reimburse for any direct expenses incurred by the Lessor in fulfillment of the Lessee's obligation under this Lease, including but not limited to reimbursement of shipping charges, import duties, customs brokerage fees, and third party repairs, at the actual cost of said expenses, plus ten (10) percent.

**Item 12.** If any payment, as specified on the schedule on the front hereof, is not received by the Lessor within five (5) days of the date due, Lessee shall pay a late charge to Lessor at the rate of one and one-half (1.5) percent per month of the outstanding payment due, until such payment is received.

**Item 13.** Lessee expressly agrees to pay Lessor on demand any and all indebtedness incurred pursuant to this Lease, and all costs and expenses which may be incurred by Lessor

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in any attempt to enforce any provision of this Lease or to collect any indebtedness incurred pursuant to this Lease, including but not limited to court costs and all expenses and reasonable attorney's fees.

**Item 14.** This Lease is expressly contingent upon Lessor's ability to ship the leased equipment to Lessee on the commencement of the term specified on the front hereof, failing which Lessor may elect to terminate this lease by written notice to Lessee, and thereupon this lease shall be void and neither party shall have recourse against the other.

**Item 15.** This Lease shall be governed by, and interpreted in accordance with the laws of the Commonwealth of Massachusetts and the United States of America.