



ICETECH EQUIPMENT RENTAL TERMS AND CONDITIONS

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The following are the terms and conditions that apply to the rental of Equipment from CROSSLINK LLC. By accepting the Equipment furnished under this Agreement, the Customer whose name and address appear on this Agreement accepts and agrees to these terms and conditions. Any modification to the terms and conditions must be in writing and signed by a representative of CROSSLINK LLC. The Equipment referred to herein shall include all related accessories, manuals, and other items to be delivered as specified on the attached invoice.

Warranty

With respect to rental service, CROSSLINK warrants to the Customer only that when shipped the Rental Equipment was in good operating condition. If the Equipment is not received in good operating condition due to no fault of the Customer, CROSSLINK shall (at its option) either repair the Equipment or supply replacement equipment, subject to availability, from CROSSLINK's inventory. Defects or discrepancies in or objection to the Equipment shall be reported within 24 hours after the Customer is in receipt of the Equipment. If the Customer should fail to do that it will be conclusively presumed that the Equipment was as ordered, i.e. received in good condition and accepted.

The remedies provided herein constitute CROSSLINK's sole obligation and liability and the Customer's exclusive remedies. In no event shall CROSSLINK be liable for direct, indirect, special, incidental or consequential damages (including loss of profits) whether based on this Agreement or any other legal theory.

Upon notice from the Customer during the rental period and upon return of the Equipment by the Customer, CROSSLINK will repair malfunctioning equipment.

Payment Terms

Payments to CROSSLINK shall be in USD. The terms of payment shall be prepayment in the form of Company check.

IceTech retains the right to change the terms of payment on further rentals at any time. All applicable taxes shall be added to the invoice and be payable by the Customer.

Delivery/Shipment

In addition to the shipping costs, all insurance costs shall be payable by the Customer.

The Equipment shall not be sent nor returned by U.S. Mail.

Shipment of any products shall be subject to availability from CROSSLINKS inventory.

IceTech shall attempt to ship in accordance with the Customer's shipping instructions. In the absence of specific instructions, or if the Customer's instructions are deemed unsuitable, CROSSLINK reserves the right to ship by the most appropriate method.

All risk of loss and damage shall pass to the Customer when the Equipment leaves CROSSLINK – Pewaukee, WI.

CROSSLINK shall not be liable for delays in delivery and/or for having to suspend performance of this Agreement in the event of causes beyond CROSSLINK's control including, but not limited to, acts of nature, acts of government, labor disputes, delays in transportation, and delays in delivery or non-delivery of equipment.

Liability

CROSSLINK shall not be responsible for any loss or damage to the Customer's business or property or for any injury or death to persons. The Customer shall indemnify CROSSLINK and hold it harmless from and against any claims, expenses, losses, damages, and liabilities arising from the foregoing including associated legal fees and expenses.



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Default

Should the Customer default in its obligations, the Customer agrees to recompense CROSSLINK in full for all costs, fees and expenses incurred by CROSSLINK in recovering the Equipment or enforcing its rights. CROSSLINK shall be entitled to recover its legal fees and expenses whether or not formal legal actions are instituted.

Notifications

Any required notices shall be given in writing at the address of CROSSLINK and/or the Customer as shown on this Agreement or to such other address as either party may substitute by written notice to the other.

Assignment

Neither CROSSLINK nor the Customer may assign or transfer any rights, duties or obligations included in this Agreement without the prior written consent of the other party and any attempt to do so shall be null and void.

Waiver

The decision of CROSSLINK not to exercise any of its rights under this Agreement shall not constitute or be deemed a waiver or forfeiture of such rights or any other rights provided hereunder.

Purchase Rights

The Customer may purchase rented equipment. Rental fee may apply toward purchase. Shipping, drop off fees, and training fees do not apply towards purchase of equipment.

Jurisdiction

This Agreement shall be governed, construed and enforced in accordance with the laws of the United States.

Any action CROSSLINK, the Customer or any third party should bring to enforce this Agreement shall be brought only in either the State or Federal Courts located in Waukesha, Wisconsin. The Customer expressly consents to the jurisdiction of said courts.

If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other

provisions contained in this Agreement and the remaining portions of this Agreement shall continue in full force and effect.

Errors

Typographic and/or clerical errors in this Agreement shall be subject to correction. The Customers agrees to re-execute any document that requires correction and/or signature.

Ownership

The rental Equipment remains the property of IceTech. The Customer shall not be entitled to remove, deface or obscure ownership labels, etc.

Rates

Rates are based on weekly and monthly time periods. Rentals continuing beyond the initial time period agreed upon shall be billed first at the daily rate until it exceeds the weekly rate, or at the weekly rate until it exceeds the monthly rate.

Rental rates will commence two days after CROSSLINK ships the Equipment to the Customer.

Rental charges cease on the day the Equipment is shipped from the customer as stated on the bill of lading. Equipment is not return until all components are returned in working order.

Equipment Usage

The Customer shall not be entitled to make any alterations, additions, modifications or improvements to the Equipment and shall use it only for the purpose and in the manner for which it was intended.

The Customer shall not be entitled to permit the Equipment to be used by another party or at a different location without the express written consent of IceTech.

Location of Equipment: _____



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Customer Obligations

The Customer is responsible for damage to the Equipment due to abuse, misuse or negligence. The Customer agrees to pay the charges to repair the Equipment so damaged, and incurred shipping charges.

The Equipment shall be returned to CROSSLINK in good condition and repair; wear from reasonable and proper use excepted. Upon return the Customer shall certify that the Equipment is free from contamination. Upon receiving the rental equipment at CROSSLINK's facility, a technician will perform an inspection. If damage or unreasonable wear has occurred, the customer will be notified of the charges that will be incurred.

The Customer is responsible for any loss or damage to the Equipment from theft, mysterious disappearance, fire or any other cause. In accepting liability for the safe keeping of all rented Equipment, the Customer agrees to pay CROSSLINK the replacement cost (as determined by the current list price) of any such Equipment which the Customer is for any reason unable to return to IceTech at the end of the rental period. **Rental charges will continue beyond the specified rental period, at the daily rental charge, until the Equipment is returned to IceTech or the Customer has reimbursed IceTech for the replacement cost of the Equipment.**

Unless otherwise agreed upon in writing, the Customer shall pack the Equipment to be returned to CROSSLINK in accordance with standard commercial practices and in the original shipping crate. All packing shall conform to the general packaging requirements of the carrier.

Acceptance

By signing below, the Customer acknowledges that he has read and understands the Terms and Conditions of this Agreement, and that he agrees to be bound by them.

Date: _____

Signature customer: _____

Name (printed): _____

Company name: _____

Company address: _____

CROSSLINK Signature: _____

Name (printed): _____