



1. **Equipment.** We agree to lease to you and you agree to lease from us the equipment identified in the executed Equipment Lease Agreement or such other comparable equipment we may provide you (the "Equipment"), according to the terms and conditions of the agreement and this notice. We are providing the equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose.
2. **Effective Date, Term and Interim Rent.**
  - a. This lease Agreement becomes effective on the earlier of the date we deliver any piece of equipment to you (the "Delivery Date") or acceptance by us. This Lease Agreement remains in effect until all of your obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.
  - b. The term of this Lease Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us (the "Commencement Date"), and continues for the number of months indicated on the Equipment Lease Agreement. THIS IS A NONCANCELABLE LEASE FOR THE TERM INDICATED.
  - c. You acknowledge that the Equipment and/or Software you lease under this Lease Agreement may not be compatible with another company's system and that we have no obligation to make sure that Equipment and/or Software is compatible.
3. **Site Preparation.** You will prepare the installation site(s) for the Equipment, including but not limited to proper mounting foundation, power supply circuits, and phone/communication lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us if requested by the confirmed ship date.
4. **Payments of Amounts Due.**
  - a. The monthly lease charge is due and payable on the first business day of each successive month thereafter of the lease period for each lease equipment package except that the first payment is due and payable upon acceptance of the Equipment by you. You agree to pay in advance all costs for crating and shipping of the equipment along with the stated deposit.
  - b. In addition to the monthly lease charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any services, use or activities hereunder, including without limitations, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based upon our net income. Reimbursement of property tax calculation is based upon an average tax rate.
  - c. Your lease payments will be due despite dissatisfaction with the Equipment for any reason.
  - d. Whenever any payment is not made by you in full when due, you shall pay us a late charge, an amount equal to ten percent of the amount due for each month during which it remains unpaid, but in no event more than the maximum amount permitted by law. You shall also pay to us an administrative charge of \$10 for any debit we attempt to make against your credit card or bank account that is rejected.
  - e. In the event your account is placed into collections for past due lease amounts, you agree that we can recover a collection charge of \$25 for each aggregate payment requiring a collection effort.
5. **Use of Equipment.**
  - a. You shall cause the Equipment to be operated by competent and qualified individuals in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.
  - b. You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.
  - c. You shall not create, incur, assume or allow to exist any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.
  - d. You shall comply with all governmental laws, rules and regulations relating to the installation and use of the Equipment. You are also responsible for obtaining all permits required to install and operate the Equipment at your location or facility.
  - e. We or our representatives may, at any time, enter your premises for the purposes of inspecting, examining or repairing the Equipment.
  - f. The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels to the Equipment evidencing our ownership.
6. **Insurance.**
  - a. You shall keep the Equipment adequately insured against loss by theft, fire, floods and all other hazards.
  - b. You shall provide proof of insurance. The loss, destruction, theft or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly lease charges hereunder.
7. **Title to Equipment.** We at all times retain title to the Equipment unless we agree otherwise in writing. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney-in-fact to execute and file the same in your name and on your behalf. If a court determines that the leasing transaction contemplated by the Agreement does not constitute a financing and is not a lease of the Equipment, then we shall be deemed to have a first lien security interest on the Equipment as of the date of the Agreement, and you shall execute such documentation as we may request to evidence such security interest.
8. **Return or Purchase of Equipment at End of Lease Period.** Upon the completion of your lease period or any extension thereof, you will have the option to (a) return the Equipment to us, or (b) purchase the equipment from us for an amount of one dollar (\$1.00). At any time during the term of the lease the Equipment can be purchased for its then fair market value, calculated as a difference between the Equipment cost new and the aggregate of the principal portions of payments made to date, as determined by Lessor. In the absence of an affirmative election by you to purchase or return the Equipment, this lease will continue on a month-to-month basis as the existing monthly lease payment. If we terminate the lease pursuant to Section 12(b) due to a default by you, then you shall immediately return the Equipment to us no later than the tenth business day after termination, or remit to us the fair market value of the Equipment as determined in good faith by us. We may collect any amounts due to us under this Section 8 by debiting your credit card or bank account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts due to us promptly upon our request.
9. **Software License.** We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know-how, and processes embodied in or provided in connection with the Equipment other than those owned or licensed by manufacturer's of Equipment items (collectively "Software"), and you shall have only a nonexclusive license to use this Software in the operation of the Equipment.

10. **Limitation of Liability.** We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or result in loss of business. Our liability arising out of or in any way connected with the Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under the Agreement are your sole and exclusive remedies.
11. **Warranties.**
  - a. All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement.
  - b. You warrant that you will only use the Equipment for personal and household purposes, and will not use the Equipment for any commercial purposes.
12. **Indemnification.** You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, (including attorney's fees) resulting from (a) the operation, use, condition, liens against or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.
13. **Default; Remedies.**
  - a. If any debit to your credit card or bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances, or joint ventures, any such event shall be a default hereunder.
  - b. Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this lease and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable (including costs associated with repossession), or (ii) accelerate and declare immediately due and payable all monthly lease charges for the remainder of the applicable lease period together with the fair market value of the Equipment (as determined by us), not as a penalty but as liquidated damages for our loss of the bargain. Upon such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable our recovery of the Equipment, including entering onto your premises to recover the Equipment. In any case, you shall also be responsible for our costs of collection, court costs, and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your credit card or bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances, or joint ventures, or by setting off amounts that you owe us against any amounts we may owe to you, in any case without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture to which we are party and with which you have entered into.
14. **Assignment.** You may not assign or transfer this Agreement by operation of law or otherwise, without our prior written consent. For purposes of this agreement, any transfer of voting control by you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer the Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent. The Agreement will be assigned to DomeLease LLC shortly after execution.
15. **Lease Guaranty.** No guarantor shall have any right of subrogation to any of our rights in the Equipment or this lease, or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of the Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.
16. **Governing Law; Miscellaneous.** The Agreement shall be governed by and will be construed in accordance with the laws of the State of Maryland (without applying its conflict of laws principles). If any part of the Agreement is not enforceable, the remaining provisions will remain valid and enforceable.
17. **Dispute Resolution and Arbitration.** If the parties disagree as to any matter governed by this Agreement, the parties shall promptly consult with one another in an effort to resolve the disagreement. If such effort is unsuccessful any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except that equitable relief may also be sought in any court of competent jurisdiction.
18. **Notices.** All notices must be in writing and shall be given (a) if sent by mail, when received and (b) if sent by courier, when delivered; if to you at the address in the Agreement, and if to us at 5118 Fairglen Lane, Chevy Chase, Maryland 20815.
19. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, supersedes any previous agreements or understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.