



# Leasing Terms and Conditions

These Lease Terms and Conditions (referred to as “Terms”) are an integral part of the Lease Agreement (“Agreement”) between TrueLook, Inc. and the Customer identified on the Lease Agreement’s cover page. The Customer is obtaining specific hardware and services as described in the Lease Agreement. TrueLook, Inc. will charge the Customer for the rental of equipment and associated subscription services as stated. It should be explicitly clarified that this Agreement does not transfer title or ownership of any hardware, equipment, embedded firmware, or software used in connection with TrueLook, Inc.’s services. In consideration of the equipment and services provided, TrueLook, Inc. and the Customer agree to the following terms:

These Terms apply to all rented hardware, equipment, products, accessories (collectively referred to as “Products”) and related services (“Services”) provided by TrueLook, Inc. (“TrueLook,” “we,” “us,” or “our”) to the Customer (including representatives, designees, or related users) under this Agreement. This Agreement is separate from any other agreement between TrueLook and Customer if multiple lease agreements are entered into, and the subsequent agreement does not expressly supplant the prior one. By accepting the delivery of any Products or making partial payment of the rental price for any Products or Services provided by TrueLook, and accessing and using TrueLook’s Website (located at <https://truelook.com>, the “Website”), mobile application (including all information accessible through the application, the “Application,” and collectively with the Website, the “Site”), or any other Services, you expressly agree to these Terms. The terms of this Agreement take precedence over any inconsistent or contradictory terms or conditions, express or implied, found in any Customer requests for quotes, orders, acknowledgments, confirmations, or other procurement documents or communications exchanged between Customer and TrueLook (collectively referred to as “Procurement Documents”). Procurement Documents cannot be utilized to add additional Products unless TrueLook provides written consent. TrueLook reserves all rights under this Agreement, and no waiver of these rights shall be effective unless it is agreed upon in writing by an authorized representative of TrueLook.

TrueLook offers a wide range of products and services, and specific offerings may be subject to other or additional terms. Nevertheless, we retain the right, at our sole discretion, to modify these Terms at any time and without prior notice. By using the Products, Services, and Site after any changes to these Terms, you agree to be bound by such changes.

# I. Products and Services

## 1. Rental of Products

TrueLook shall hereby rent the Products as listed on the cover Page of the Lease Agreement to the Customer, along with all associated accessories, subject to the terms and provisions contained in this Agreement for the duration specified on the Agreement or until termination as authorized within the Agreement (the “Lease Period”). In the event of any conflict between the Lease Period stated in these Terms and the period specified on the Lease Agreement, the period stated in the Lease Agreement shall prevail. Except for conflicts related to the Lease Period, these Terms shall take precedence over any conflicting provisions in the Lease Agreement. During the Lease Period, TrueLook may, on a non-exclusive basis, rent Products to the Customer on multiple occasions, and such rentals shall be subject to the terms and conditions of this Agreement, regardless of the date of each rental (“Rental”), as long as this Agreement is in effect at the time of the Rental. In the event of any conflict between communications regarding an individual Rental and other terms in this Agreement, the terms of this Agreement shall prevail.

## 2. Shipment and Delivery of Products

TrueLook will calculate shipping costs based on the shipping location and charge Customer an additional fee for the initial shipping of Products. If a shipment is re-routed, TrueLook reserves the right to charge Customer an additional fee. Customer is responsible for paying all insurance charges, customs fees, and duties associated with the shipment unless otherwise agreed in writing between Customer and TrueLook.

TrueLook will select the carrier, mode of shipment, packaging, and extent of insurance for the Products. Products will be shipped to the Customer address listed on the cover page of the Lease Agreement. All shipments will be shipped FOB from TrueLook’s shipping point. TrueLook will prepare and pack Products for shipment according to its customary practices and Product specifications. Customer is responsible for shipping costs related to Product returns, as described in Section I(10).

## 3. Installation

Unless otherwise agreed upon in advance in writing, the responsibility for the installation of all Products lies with the Customer. It is the Customer’s duty to install the Products in accordance with all applicable laws, codes, rules, regulations, requirements, and safety standards, as well as TrueLook’s procedures and guidelines. However, if requested by the Customer, TrueLook may, on mutually agreeable terms, offer installation assistance either directly or through a contractor. The provision of installation services by TrueLook may be quoted separately.

#### 4. Service Period

The provision of Services will be conducted on a subscription basis, commencing 10 days after the shipment of the relevant Product, and shall continue until the Lease Period terminates as per the Agreement. However, the Service Period may also end if the Customer notifies TrueLook of its intent to cancel in accordance with the Agreement and returns the Products to TrueLook. It should be noted that this Agreement will remain in effect until all Products have been returned to TrueLook, regardless of any termination requests made by the Customer. Monthly invoicing will persist until the Products are received by TrueLook. In the event that the Customer chooses to terminate a Rental prior to the Lease Period's completion as allowed by this Agreement, the Customer will forfeit any previously paid rent or prepayments made to TrueLook with no entitlement to a refund. To initiate the termination process for a Rental and associated Services, the Customer may contact their sales representative or call 1-833-TRUELOOK. Further details regarding the payment obligations associated with a termination can be found in Section I(11) below.

#### 5. Service Coverage

The coverage maps provided are estimates of wireless coverage areas outdoors. Please note that the actual service area, coverage, and quality may vary without notice. This can be influenced by factors such as the service provider, network capacity, terrain, utility outages, backup power supply (or lack thereof), and weather conditions. TrueLook does not have control over wireless coverage in any way. Outages and interruptions in service are possible, and the speed of service may vary due to factors beyond TrueLook's control. By using our service, you agree that TrueLook cannot be held liable for any issues related to service availability or quality.

#### 6. Customer Responsibilities

As the customer, it is your responsibility to ensure timely payment of all rental rates and other charges outlined in this Agreement. TrueLook retains title to and ownership of the products at all times. To ensure safety, you must keep all safety and operating information, including manuals, log books, and warning labels, attached to or near the products and make sure they are brought to the attention of every person operating or utilizing the products. Any alteration, defacement, erasure, or removal of identifying marks, plates, or numbers on or in the products is strictly prohibited. Written consent from TrueLook is required before making any alterations or attaching anything to the products. Rental and other charges must be paid to TrueLook without any offsets, deductions, or claims.

#### 7. Payment

All rental and subscribed services payments are due in advance, starting from the first month of the lease term. All prices and payments are denominated in United States Dollars. TrueLook reserves the right to suspend or terminate services provided to any customer with past-due accounts. A late fee of

5% may be applied to overdue accounts. Invoices must be settled within 30 days of receipt. All quotes remain valid for a period of 30 days. Customers are responsible for paying any applicable taxes related to their use of Products and Services.

## 8. Maintenance

Throughout the Lease Period, TrueLook shall provide remote support to Customer in order to maintain the Products in reasonably good, working condition. However, this support shall not include on-site visits, unless otherwise agreed upon by TrueLook (and subject to applicable charges). If the Products sustain damage due to normal wear and tear or a defect in the Product, TrueLook shall, at its own expense, repair or, if unable to do so, replace the Products upon receiving prompt written notice from the Customer. However, in the event the Products are damaged in a manner described in Section 9 or 10, Customer shall be responsible for the cost incurred by TrueLook for repairing or replacing the Products. Such repair or replacement shall be considered as the Customer's sole remedy in the event of damage to or a defect in the Products.

## 9. Damages

At any time, including but not limited to the return of the Products (in accordance with Section 10), the Customer shall be held responsible if the Products are lost, stolen, sustain damage other than normal wear and tear, or if the Products are damaged or defective due to misuse, abuse, mishandling, or alterations by the Customer (collectively referred to as "Damage" or "Damaged", as applicable). In the event that the Products are Damaged, TrueLook shall have full discretion to decide whether the Products (including any specific parts) will be repaired or replaced, and this decision shall be binding upon the Customer. If TrueLook chooses to repair Damaged Products, the Customer shall be liable for the actual cost of repair charged by TrueLook. If TrueLook elects to replace Damaged Products, the Customer shall be required to pay the full, retail price for a new Product of similar nature.

## 10. Customer Return of Products

Within ten (10) days upon the expiration of the Lease Period or any termination of this Agreement, Customer shall promptly return the Products to TrueLook. The return shall be made either by personal delivery or via carrier, ensuring that the Products are free from all damage and are in the same condition and appearance as when received by Customer, accounting for ordinary wear and tear. Customer must comply with all shipping and handling instructions provided by TrueLook for returns. Ordinary wear and tear shall only refer to the natural deterioration of the Products resulting from regular and reasonable use during the time they were used. Damage resulting from the lack of servicing or preventative maintenance as stated in the manufacturer's operation and maintenance manual, dents, bending, tearing, staining, corrosion, misalignment, extreme wind, water, flooding, weather-related causes, customer alteration, or any other form of damage that deviates from what is considered ordinary and reasonable in the equipment rental industry, shall not be deemed as

reasonable wear and tear. Customer shall assume responsibility for any damage (or Damage) incurred by the Products during the return process, whether caused by a carrier or otherwise. All costs or expenses related to return shipping are the responsibility of the Customer. Leased Solar Trailer shipment costs to and from the Customer jobsite will be billed to the Customer in the initial invoice. The TrueLook Leasing Team will schedule all Canadian shipments to and from the Customer jobsite on behalf of the customer and the shipping costs will be billed to the Customer.

## 11. Termination

This Agreement and the Services provided hereunder may be terminated by TrueLook at any time upon provision of written notice to Customer. Customer may terminate a Rental at any time upon provision of written notice to TrueLook. In the event of termination of this Agreement or any particular Rental by either party, TrueLook shall charge and Customer shall continue to be responsible for payment of rental charges or other amounts due hereunder following the applicable date of expiration or termination, on a month to month basis, as well as other Service charges, at TrueLook's then-standard rates, until the Products have been returned to TrueLook. Furthermore, if Customer terminates a Rental with a term of an agreed-upon duration (other than month to month), Customer shall also be responsible for reimbursing TrueLook for the difference between the standard rental rate and the discounted rental rate paid by Customer, for the duration of the originally agreed term of the Rental. Additionally, in the event of termination by either party, TrueLook shall invoice Customer for all rent, unpaid charges or Services, and reimbursable expenses arising prior to the date of termination, and Customer shall pay the invoice within 30 days. TrueLook reserves the right to assert any other damages or claims against Customer in connection with a termination of this Agreement or otherwise, and to charge Customer for collection costs and Product repossession charges in case of non-compliance by Customer with the terms of this Agreement. Such amounts shall be immediately due and payable upon demand.

## 12. Cancellation

In the event of cancellation prior to equipment installation and service activation, the Customer shall be responsible for payment of the 1st month of the Lease Period at TrueLook's standard month-to-month rate, as well as any applicable freight charges as stated in the Lease Agreement.

## 13. Insurance

In addition to the Customer's existing responsibilities, indemnifications, and obligations outlined in this Agreement, the Customer shall, at their own expense, procure and maintain the following insurance during the Lease Period a) general liability insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate; b) property insurance covering all risks of damage or loss to the rented equipment, with coverage equal to the full actual new replacement cost of the equipment; and c) workers compensation coverage and primary employers liability coverage for any

worker's compensation benefits incurred or claimed by Customer's agents, employees, and representatives. All of the aforementioned insurance shall name Lessor, TrueLook, Inc. at 575 E Fourth Street, Winston-Salem, NC 27101, as an additional insured. The Customer is required to maintain current proof of coverage on file with the Lessor. The Customer's insurer shall provide a notice of any cancellation or reduction of insurance coverage to the Additional Insured at least 30 days prior to the effective date of such cancellation or reduction.

#### **14. Products Owned by Third Parties**

In the event that any of the Products are subject to a lease agreement with third parties, such as financial institutions and their successors and assigns, the Customer acknowledges and agrees that all rights and possession of the Products, as well as the Customer's rights under this Agreement, are subordinate and subject to the rights and claims of the Third Party Lessor. The Third Party Lessor retains the right to take possession of the Products without any liability to the Customer. In the event that the Third Party Lessor does not exercise their right to possession, it does not diminish their rights to possession of the Products in any way.

## **II. Website and Application**

### **1. Use of Site Content**

The Site may be used only for your internal business purposes in connection with your rental of Products. Other than as expressly permitted in the next paragraph, you may not copy, reproduce, distribute, transmit, display, perform, publish, license, modify, translate, adapt, create derivative works from, transfer, sell, or otherwise exploit the Site or any content, information, software including without limitation any software components of the Products related to the Site, products or services obtained from the Site without our prior written consent. The Site and any software components of the Products related to the Site are not being sold to you, but are made available to you on a limited, software-as-a-service basis.

Notwithstanding the foregoing, unless and until your Services have been terminated in accordance with these Terms, TrueLook grants you a limited, non-exclusive, non-sublicensable and non-transferable right to (a) display the Site; (b) subject to any expressly stated restrictions or limitations relating to specific material, electronically copy material on the Site; (c) download and install the Application onto your personal computer or smartphone or other mobile device that is compatible with the Application and is owned or otherwise controlled by you (each, a "Mobile Device"); (d) print hard copy portions of material from the Site; and (e) access, stream and use on any personal computer or Mobile Device any information made available in or otherwise accessible through the Site, in each case (i) strictly in accordance with these Terms and any other terms of use made available within the Site and (ii) solely for your own internal, noncommercial, lawful use. If you

make other use of the Site, except as otherwise provided above, you may violate copyright and other laws of the United States and other countries, as well as applicable state laws, and you may be subject to liability for such unauthorized use.

You may not (A) decompile, disassemble, or reverse engineer the Site or any portion thereof or seek to access any underlying source code; or (B) attempt to gain unauthorized access to the Site, any portion thereof, or any other computer systems or social media or mobile platforms through the Site. Nor may you create any derivative work of the Site or use the Site for benchmarking purposes or to develop a competing offering. You agree that you will not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site or circumvent Site security mechanisms in connection with the same. The Site may contain hyperlinks to web pages of third parties. TrueLook will have no liability for the contents of such web pages and does not make representations about or endorse such web pages or their respective contents as its own.

The Site may contain additional terms and conditions, all of which are incorporated by reference herein. Please review our other policies posted on the Site.

## 2. Site Access

The user acknowledges that during the download, installation, or use of the Site, TrueLook may employ automated means, such as cookies, web beacons, or other identifiers, to collect information pertaining to their personal computer or Mobile Device and their utilization of the Site. Additionally, the user may be obligated to furnish certain personal information as a prerequisite for accessing, installing, or using the Site or specific features or functionalities thereof. The Site may also present opportunities for the user to share personal information with others. In the event that the user establishes a login on the Site, they bear the responsibility of maintaining the confidentiality of their login identification and password details, as well as controlling access to their personal computer or Mobile Device. The user hereby agrees to assume accountability for all activities occurring under their login and password.

## 3. Intellectual Property

The Products, Services, the Site, and the information therein encompass and are safeguarded by intellectual property rights, including, but not limited to, patents, copyrighted materials, trademarks, and proprietary data, research, and other information either owned by or utilized with permission from TrueLook's licensors. TrueLook and its licensors exclusively possess all rights, titles, and interests in and to the Site, inclusive of all content and materials found thereon, comprising, but not limited to, text, photos, videos, graphics, art, user input, interfaces, features, functions, button icons, data compilations, software, code, and materials. The design, organization, trademarks, logos, audio,

sound recordings, and video recordings are also owned exclusively by TrueLook (excluding Customer-specific data, photos, images, video recordings, and other content processed through the Site based on the Customer's use of Products).

### **III. Privacy and Confidentiality**

Customer hereby agrees to treat any non-public information provided by TrueLook, including access to non-public areas of the Site, as confidential. Customer shall not use or disclose such information to any third party unless required by applicable law. Any other public disclosure or announcement by Customer relating to these Terms is strictly prohibited unless expressly agreed upon in writing by the parties prior to such disclosure or announcement.

By using our Products, Customer grants TrueLook a non-exclusive, transferable, royalty-free, worldwide license. This license allows TrueLook to use, reproduce, modify, adapt, publish, create derivative works from, distribute, perform, promote, and display any content from Customer's Products. TrueLook's use of such content is necessary to provide services, Product support, and communication regarding the aforementioned. If any personal information is contained within the data derived from the Products, such use will be subject to our Privacy Policy, which can be found at [www.truelook.com/privacy-policy](http://www.truelook.com/privacy-policy). The use of the Site by individual users is also subject to our Privacy Policy, as may be updated periodically. Additionally, TrueLook and/or its vendors may use anonymized and aggregated data obtained from processing Customer's data or from Customer's access or use of the Services. Such data and analysis will not identify or refer to Customer specifically and may be utilized for statistical or other purposes, as derived from the aforementioned.

Furthermore, TrueLook shall have the right to reference Customer as a customer of TrueLook in its sales and marketing materials.

TrueLook may supply Customer with marketing content, at TrueLook's expense, for Customer's use at its discretion. Customer shall ensure that any promotion or marketing of the Products is in line with the intended use of the Product and any written instructions provided by TrueLook. Customer shall not create, modify, or use any marketing material related to the Product without obtaining prior written approval from TrueLook.

TrueLook may use images, video, and other media content collected through our platform for the development, training, and enhancement of artificial intelligence (AI) and machine learning (ML) models as part of our products and services. Before any content or data is used for AI/ML purposes, it will be anonymized and aggregated to ensure that no personally identifiable information (PII) is included. The use of data will comply with applicable data protection laws, and personal data will be excluded from processing, handled according to our privacy policy and data protection agreements. Due to the nature of AI and ML, information generated by these features may occasionally be incorrect



or inaccurate. AI/ML features are not human and should not replace human oversight. Content and usage data may also be used to enhance and improve our products and services, but only in compliance with the terms stated herein.

## **IV. Customer Representation and Warranties**

Upon renting or accessing the Products from TrueLook, Customer hereby represents and warrants that, upon delivery of the Products, the following conditions have been met:

- 1) Customer has verified that the user manuals, as specified by the manufacturer, are included with the Products.
- 2) TrueLook, upon written request, has reviewed the control functions with the Customer.
- 3) TrueLook has conducted a thorough review of the operating controls, safety devices, and manuals specific to the Products with a qualified person or operator designated by the Customer who will be utilizing the Products.
- 4) Customer has personally inspected the Products and has found them to be fully operable, in good mechanical condition, free from defects, and suitable for Customer's intended use.
- 5) Customer acknowledges that the Products shall only be used for their intended purpose and in conjunction with appropriate equipment and systems. Customer further acknowledges and agrees that TrueLook has no control over the manner in which the Products are operated during the Lease Period or while in Customer's possession or control.

Additionally, Customer hereby represents, warrants, and covenants:

- 1) The Products shall not be subjected to neglect, carelessness, misuse, damage, or abuse.
- 2) The Products shall only be operated by individuals who are not under the influence of drugs or alcohol or otherwise impaired, and who possess the necessary training and qualifications to use the Products.
- 3) The Products shall be used in a careful, proper, and lawful manner, complying with all operational and safety instructions provided on, in, or with the Products, including the manufacturer's specifications, as well as all applicable federal, state, and local laws, ordinances, rules, standards, and regulations. The Products shall also be stored in a secure location.
- 4) Customer shall not remove the Products from the country in which they were delivered.

Moreover, Customer acknowledges that it is solely responsible for obtaining any desired or necessary training prior to using the Products, and Customer hereby disclaims any obligation or responsibility of TrueLook towards Customer or any operator of the Products.

Customer further covenants and agrees to promptly inspect or have the Products inspected upon delivery to ensure that they are in good condition, safe, and serviceable, without any defects, including readable decals and operating and safety instructions, and that they are suitable for Customer's intended use. TrueLook requires Customer to provide photos of all Products upon delivery and pick up. In the event that Customer has a valid objection to the Products after inspection, Customer must notify TrueLook in writing before using the Products. Customer acknowledges and agrees that failure to notify TrueLook within twenty-four (24) hours of receiving the Products shall be conclusively presumed as the Products being in good working condition and repair, and that Customer is satisfied with and has accepted the Products for all purposes, waiving any right to object to the Products thereafter.

## **V. Use of Products**

The Customer shall utilize the Products solely for their internal business purposes, adhering to their intended use to enhance the security of their facilities or as specified in written instructions provided by TrueLook, while also complying with applicable laws. The Customer acknowledges that the Products are authorized for use within the United States and certain select countries outside the United States, as indicated on the cover page of the Lease Agreement.

The Customer, in their capacity as the sole party responsible between themselves and TrueLook, shall ensure proper notice is given to employees, contractors, visitors, guests, or any other persons that the Products are being used on the premises of the Customer or at any other installation site. The Products should not be utilized in a manner that violates any applicable laws, or for the purposes of stalking, harassing, discriminating against individuals, or engaging in improper profiling. Each party shall adhere to all relevant laws and regulations pertaining to their activities under these Terms. In the event of noncompliance with this provision, TrueLook reserves the right to immediately terminate this Agreement upon written notice to the Customer, who must then return the Products to TrueLook as specified in Section I(10).

## **VI. Indemnification**

Customer shall indemnify, hold harmless, and, upon TrueLook's request, defend TrueLook, its officers, directors, employees, and agents from and against all damages, liabilities, expenses, investigations, or penalties (including attorneys' fees and court costs) arising in connection with any claim brought against TrueLook by a third party, government or regulatory investigation, or imposed by a court or governmental agency, related to Customer's use of the Products, this Agreement, or any Procurement Document. Such indemnification extends to claims alleging bodily injury, damage to real or tangible personal property, or damage, invasion of privacy, cost, or loss related to a security breach or incident. Customer shall be responsible for any such claims to the extent they are caused by: (a) the use, misuse,

or negligent use of the Products by Customer, including any modification or use of the Products in violation of TrueLook's recommendations or instructions or in violation of the intended use or applicable law; or (b) the promotion or marketing of the Products in violation of these Terms or any Procurement Document.

## **VII. Limitation of Liability**

CUSTOMER ACKNOWLEDGES AND AGREES THAT TRUELOOK SHALL NOT BE HELD LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR REPUTATIONAL DAMAGES ARISING IN CONNECTION WITH THE AGREEMENT, THESE TERMS, OR ANY PROCUREMENT DOCUMENT, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY, OR DATA, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM, AND REGARDLESS OF WHETHER TRUELOOK IS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

WITH RESPECT TO ANY MONITORING SERVICES ("Monitoring Service") OFFERED BY TRUELOOK OR ITS VENDORS VIA USE OF THE SITE: to the maximum extent permitted by law, TrueLook shall not be held liable, whether in contract, tort or otherwise, for any loss, damage, or expense of any kind whatsoever, consequential or otherwise, arising out of or in connection with the operation, non-operation, or faulty operation of the Monitoring Service, the communication path or the monitoring station howsoever caused, or arising because of any failure of TrueLook to respond to any conditions arising at the monitored property requiring action by TrueLook or its vendors ("Alarm Conditions"), or from any other cause, whether or not such act, omission, or neglect on the part of TrueLook, its vendors, employees, or agents, amounts to a fundamental breach of this Agreement. TrueLook and its vendors shall have no liability arising out of or in connection with any incidents involving the failure of the Monitoring Service to respond to an Alarm Condition when such failure is caused by the operation or faulty operation of the Monitoring Service whether or not on the part of the Customer, its employees or agents and/or the installer, its employees or agents. TrueLook and its vendors shall have no liability arising out of any incidents involving a failure, delay, or refusal to respond to an Alarm Condition on the part of any law enforcement, emergency services, first responders, or other persons or any other party. TrueLook and its vendors shall have no liability for any loss, damage, or expense arising out of the failure on the part of the Customer to make satisfactory arrangements for the provision of an alternative monitoring service in the event of termination of the Agreement for any reason whatsoever.

In the event that TrueLook engages a third party to provide any services to Customer, including, for example, installation or repair services, Customer acknowledges and agrees that such services are being provided by a third-party independent contractor and that TrueLook's role is to coordinate such services for Customer. Customer agrees that TrueLook shall have no liability whatsoever, and Customer expressly holds TrueLook harmless, for any services provided by or from the actions or omissions of such a third party.

TRUELOOK'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THE AGREEMENT, THESE TERMS OR ANY PROCUREMENT DOCUMENT, OR OTHERWISE RELATED HERETO OR THERETO, INCLUDING, WITHOUT LIMITATION, LOSSES TO PERSONS (INCLUDING PERSONAL INJURY OR DEATH) AND PROPERTY, WILL NOT EXCEED THE AGGREGATE RENTAL PRICE PAID BY CUSTOMER FOR THE RENTAL OF THE PRODUCT THAT IS THE BASIS FOR THE CLAIM WITHIN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

THE FOREGOING LIMITATION OF LIABILITY AND REMEDY LIMITATION REPRESENTS THE AGREED ALLOCATION OF RISK BETWEEN THE PARTIES COMMENSURATE WITH THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES, WHICH TRUELOOK WOULD NOT HAVE ENTERED ABSENT THE FOREGOING LIMITATION OF LIABILITY AND REMEDY LIMITATION.

## **VIII. Miscellaneous**

There is no intention or creation of any agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship by these Terms or the Agreement. These Terms and the Agreement are governed by the laws of the State of North Carolina, United States, without regard to its conflict-of-law provisions, and each party will submit to the personal and exclusive jurisdiction of the courts of Forsyth County, North Carolina. The United Nations Convention for the Sale of International Goods does not apply. If any provision of these Terms or the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in such provision, and the other provisions thereof will remain in full force and effect. No change or modification of any of the provisions of these Terms or the Agreement or any Procurement Document will be effective unless it is in writing and signed by a duly authorized representative of each party. Customer will not, without the written consent of TrueLook, assign or transfer the Lease Agreement or any rights or obligations under these Terms or thereunder. TrueLook may freely assign, transfer, subcontract, or delegate under the Agreement, including to an entity which acquires majority ownership of TrueLook's business by merger, sale of assets, or otherwise. Any attempted assignment in violation of the foregoing will be null and void. Digital, electronic, photocopy, and faxed signatures to the Agreement or Procurement Documents shall be deemed the equivalent of originals. Customer consents to receive electronic communications and notices regarding the Products and Services via the Site or by email from TrueLook and waives any requirements under applicable law that require an original (non-electronic) signature or delivery or retention of non-electronic records. TrueLook may also deliver notices to Customer mail or courier to Customer's last known address on the cover page of the Lease Agreement or as otherwise communicated to TrueLook in writing and expressly identified as a change of address.

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