

ATTACHMENT C – HARDWARE RENTAL

In connection with the rental of any Hardware by you and/or your organization (the “**Customer**”) from Miovision Technologies, Inc. (“**Miovision**”), the Customer hereby agrees to the terms, conditions and notices contained herein (the “**Attachment**”). This Attachment, together with the General Terms and Conditions and other applicable attachments forms the complete Agreement between the Parties and supersedes all prior or other agreements between the Parties on the subject matter contained herein. In the event of an inconsistency between this Attachment, the General Terms and Conditions, and any other attachment, document or agreement between the Parties with respect to the subject matter hereof, this Attachment shall prevail and govern to the extent necessary to remedy such inconsistency.

THE HARDWARE IS PROVIDED TO YOU UNDER THE FOLLOWING TERMS AND CONDITIONS, WHICH OUTLINE WHAT YOU MAY AND MAY NOT DO WITH THE HARDWARE, AND WHAT LIMITATIONS EXIST ON WARRANTIES AND REMEDIES RELATED TO THE HARDWARE. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS BEFORE YOU USE OR INSTALL THE HARDWARE. BY INSTALLING, ACTIVATING OR USING THE HARDWARE IN ANY WAY, YOU BECOME PARTY TO THIS AGREEMENT, AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL PROVISIONS HEREIN, AND HAVE THE AUTHORITY TO AGREE TO, AND WILL, BE BOUND BY ALL THE TERMS AND CONDITIONS OF, THIS AGREEMENT. IF, AFTER READING THIS AGREEMENT, YOU DO NOT ACCEPT OR AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, YOU MAY RETURN THE HARDWARE ON THE CONDITIONS OUTLINED BELOW.

1. **DEFINITIONS.** For the purpose of this Attachment, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:
 - a. “**Rental Period**” means the period of time specified on the Sales Order Form and commences on the day on which the shipping company delivers the Hardware to the Customer.
2. **RENTAL.** The Customer hereby agrees to lease from Miovision, the Hardware identified on the Sales Order Form on the terms and conditions outlined herein. The Customer acknowledges and agrees that this Attachment together with the General Terms and Conditions and other applicable attachments shall apply to all Hardware leased by the Customer from Miovision from time to time, and that Miovision shall from time to time, modify, supplement and amend the Sales Order Form to reflect the lease of additional, or the return of, Hardware by the Customer under this Agreement.
3. **RENTAL PRICE.** As consideration for the lease of the Hardware, the Customer agrees to pay the rental price in the amounts and within the time period set forth in the Sales Order Form (the “**Rental Price**”). The Rental Price, and any other amounts payable under this Agreement, are payable unconditionally and absolutely net to Miovision without abatement, set-off, diminution, compensation or other deduction whatsoever, even if the Hardware does not operate as intended by the Customer or the Hardware is or becomes unacceptable for any other reason whatsoever.
4. **REQUIRED CREDIT CARD INFORMATION.** The Customer hereby authorizes Miovision to charge the Customer’s credit card (information as provided in the Credit Card Authorization Form attached hereto as a Schedule A) for the payment of the Rental Price and all other

charges contemplated by this Agreement. The Customer hereby certifies that the information provided in Schedule A is true and correct as of the date hereof, and will remain

true and correct throughout the Rental Period , and following the expiration or termination of this Agreement with respect to any and all charges payable following termination of this Agreement, as outlined herein. The Customer agrees to promptly update the information in the event of a change. Miovision may also require that a credit check be performed on the Customer prior to agreeing to renting Hardware to the Customer.

5. **SHIPMENT & DELIVERY.** Shipping dates will be set out on the Sales Order Form, and if Miovision has the Hardware in stock, shall be shipped on the Estimated Ship Date identified on the Sales Order Form. Miovision will use reasonable commercial efforts to deliver Hardware by such dates, but will not be liable in any way whatsoever for any delay or failure to do so. Title to and risk of loss of all Hardware shall pass upon Miovision's delivery to carrier for shipment to the Customer, unless otherwise agreed by Miovision in writing. Choice of carrier and shipping method and route shall be at the election of Miovision, unless specifically designated by the Customer. The Customer is deemed to have accepted the Hardware upon delivery. The Customer shall pay all freight handling, delivery and insurance charges for shipment of the Hardware as invoiced by Miovision. The Customer shall with the prior written authorization of Miovision, have the right to return the Hardware and any and all other items contained in the box to Miovision within 10 days of receipt of shipment in its original condition and packing materials with original Sales Order Form, provided in any case that the Customer shall pay any and all shipping, freight, insurance and other costs resulting, as well as a reasonable cancellation or re-stocking charge, including all costs incurred by Miovision.
6. **INSTALLATION AND MAINTENANCE DURING THE RENTAL PERIOD.** Miovision will deliver an operating manual (the "Operating Manual") with the Hardware and offers additional free limited support as described in the terms and conditions made available on-line at www.Miovision.com. The Customer shall be solely responsible, at its own cost and expense, to install, maintain and operate the Hardware prudently at all times and in compliance with the Operating Manual, the terms and conditions and applicable attachments of this Agreement, and all applicable laws and regulations. The Hardware shall be installed, maintained and operated by competent and qualified personnel only, and for business purposes only. Miovision shall have no responsibility or liability whatsoever with respect to the Hardware other than the limited assistance outlined herein. During the Rental Period, the Customer shall keep the Hardware in good condition and working order and shall only use the Hardware for its intended purpose. The Customer shall not change or alter the Hardware without Miovision's prior written consent.
7. **MALFUNCTION OF HARDWARE DURING THE RENTAL PERIOD.** Any malfunction in the Hardware during the Rental Period shall be reported by the Customer to Miovision by email at Support@Miovision.com or by phone at 877-646-8476 without delay, and by providing sufficient detail to Miovision such that it can provide reasonable support to the Customer to resolve the problem. If the cause of the malfunction cannot be determined by e-mail or phone, Miovision shall so notify the Customer and the Customer shall return the Hardware to Miovision within five business days, at Miovision's cost and expense. Miovision will investigate the malfunction to determine either:
 - a. that the malfunction was caused by user error or insufficient operating skill of the Customer or its agents, in which case Miovision shall so notify the Customer, and Miovision may, at its sole discretion:

- i. fix the Hardware and return to the Customer within ten business days of receipt of the Hardware from the Customer, and the Customer shall be responsible for all costs related to the repair and shipping of the Hardware; or

- ii. not return the Hardware to the Customer, in which case no refund or credit shall be given for Rental Price owing for the remainder of the Rental Period; or
 - b. that the malfunction is due to a manufacturing problem, or a problem not otherwise caused by the Customer or its agents, in which case Miovision shall so notify the Customer, and Miovision may, at its sole discretion:
 - i. fix the Hardware, or provide replacement Hardware, to the Customer, and return to the Customer within ten business days of receipt of the Hardware from the Customer, at no cost to the Customer. A maximum credit of 10 business days will be given to the Customer with respect to the Rental Price for any malfunction of the Hardware; or
 - ii. not provide the Hardware to the Customer, in which case Miovision shall provide the Customer with a credit for the Rental Price paid for the remainder of the Rental Period, commencing on the day the Hardware was deemed non-functional by Miovision.
8. **TITLE TO HARDWARE DURING THE RENTAL PERIOD.** During the Rental Period, title to the Hardware shall remain vested at all times with Miovision. No title or right to the Hardware shall pass to the Customer, other than the right to maintain possession and use of the Hardware during the Rental Period, conditional on the compliance with the terms and conditions herein expressly provided.
9. **ASSIGNMENT AND SECURITY.** During the Rental Period, the Customer agrees to, at its expense, promptly upon Miovision's written request, execute and deliver such instruments and to take such other actions as may reasonably be necessary in the opinion of Miovision to perfect and keep perfected as against third parties the property, title and interest of Miovision in the Hardware. Miovision may record or register such documents at such times and at such places as it may consider appropriate and the Customer agrees to pay all costs in connection therewith. Without limiting the generality of the foregoing, the Customer appoints Miovision as its attorney to register a financing statement or other security interest in the Hardware in the favour of Miovision pursuant to the *Personal Property Security Act* (Ontario) or such replacement or other similar legislation in effect in the Province of Ontario from time to time. Miovision may assign or sell all or any portion of its right, title and interest in and/or grant a security interest in and to the Hardware to any person or corporation or to lenders or other parties providing funding (the "Assignees"). The Customer consents to such assignments and/or grants, agrees to promptly execute and deliver such further acknowledgement, agreements and other instruments as may be reasonably requested by the Assignee to effect such assignments and/or grants, from time to time, and agrees to comply fully with the terms of any such assignments and/or grants.
10. **INSURANCE REQUIRED DURING THE RENTAL PERIOD.** The Customer is responsible at its sole cost and expense to maintain adequate insurance on the Hardware, including without limitation general liability insurance, during the Rental Period.
11. **LIABILITY OF CUSTOMER DURING THE RENTAL PERIOD.** During the Rental Period, the Customer shall be solely responsible for any loss or damage to the Hardware, and for all claims, including but not limited to, workers' compensation or claims for personal injury or

damage to property, arising, directly or indirectly, out of the use or possession of the Hardware. The Customer hereby assumes and shall bear the entire risk of loss for theft,

damage, destruction or other injury to the Hardware from any and every cause whatsoever. No such loss, damage or destruction shall impair any obligation of the Customer under this Agreement, which shall continue in full force and effect. In the event of damage to, or loss or destruction of, the Hardware (or any component thereof), the Customer shall pay the total Rental Price for the entire Rental Period. If the Hardware is damaged, the Customer also shall immediately, at its sole cost and expense, return the Hardware to Miovision and will be responsible for all costs related to the repair of the Hardware. If the Hardware is lost or destroyed, the Customer shall also pay the market value of the Hardware prior to such loss or damage. Miovision shall have the right (and the Customer hereby acknowledges and confirms such right) to charge all costs and expenses outlined in this section by charging the credit card provided by the Customer. In the event of damage to, or loss or destruction of, the Hardware (or any component thereof), this Agreement shall terminate on payment in full by the Customer of all costs and expenses outlined in this section.

12. **PRODUCT PROTECTION PLAN.** In addition to the Rental Price, the Customer may purchase the Product Protection Plan for the Hardware. The Product Protection Plan includes a deductible payable by the customer. If purchased, the Product Protection Plan exempts the Customer from all liabilities contained in Section 11, "Liability of Customer During the Rental Period", herein other than the payment of the aforementioned deductible. The cost of the Product Protection Plan and the deductible amount shall be set forth in the Sales Order Form.
13. **TERMINATION OF RENTAL AGREEMENT.** This Rental arrangement shall continue in full force and effect until:
 - a. the Hardware is returned by the Customer to Miovision following the Rental Period, and all amounts due hereunder have been paid;
 - b. the Hardware is purchased by the Customer on terms mutually acceptable to the Customer and Miovision as evidenced by written agreement between the Customer and Miovision; or
 - c. the Customer defaults in the performance of any obligations under this Agreement, and such default is not remedied within a period of 15 days following notice from Miovision of such default, at which time Miovision shall have the right to enter the Customer's premises and remove the Hardware, without notice and without liability to Miovision thereof, and shall be entitled to pursue any other remedies available to it at law and in equity which rights and remedies are cumulative. The Customer acknowledges that the remedies contained in this Agreement are commercially reasonable, and notwithstanding the termination of this Agreement, the Customer shall continue to be responsible for the payment of any and all outstanding charges and costs incurred hereunder.
14. **RETURN OF RENTAL HARDWARE.**
 - a. **Early Returns.** Under no circumstances will the Customer be granted credit if the Hardware is returned prior to the expiration of the Rental Period.
 - b. **Late Returns.** The Customer shall without delay inform Miovision if the Hardware will not be returned within 1 day following the expiration of the Rental Period, and Miovision shall have the right to charge \$20.00 per day per unit of Hardware (the

“Late Charges”), which amount represents the reasonable estimated rental amount Miovision will not receive as a result of the late return. The Late Charges shall accrue

and be charged until such date as the Hardware is physically received by Miovision. Upon receipt of the Hardware by Miovision, Miovision shall have the right to charge the Customer's credit card any and all expenses, fees, and costs incurred or arising in connection with the late return of the Hardware to Miovision, and all costs related to damages as determined during the Inspection Period (as defined below).

- c. **No Returns.** If Hardware has not been returned within 30 days of the expiration of the Rental Period, in addition to the Late Charges, Miovision will have the right to charge the then-current market value of the Hardware to the Customer's credit card.
15. **INSPECTION PERIOD.** Upon receipt of the Hardware from the Customer for any reason outlined herein, Miovision shall have a period of ten business days (the "**Inspection Period**") to inspect the Hardware and ensure it is undamaged, unaltered, and in good working order and condition. If Miovision determines the Hardware is not returned in the condition required by this Agreement, it shall have the right (and the Customer hereby acknowledges and confirms such right) to charge all costs and expenses related to the repair of the Hardware to the Customer by charging the credit card provided herein. This right shall survive the expiration or termination of this Agreement.

CREDIT CARD AUTHORIZATION



Credit & Collections Department
 Tel: 519-513-2407 Fax: 866-413-2928

Required Information:	
Date:	
Name on Card:	
Credit Card Type:	
Expiration Date:	/ /
Credit Card #:	/ / /
Card Security Code:	
Instructions:	
1. The name on the above credit card must match the name of the person authorizing charges 2. You must include a copy of the above mentioned credit card (both front and back) with this application 3. Please fill out and fax this form, along with a physical copy of the actual credit card, to 1-866-413-2928	
Card Holder's Signature:	
I, _____ (please print) authorize Miovision Technologies to charge the above credit card for all purchases posted to my account.	
_____ Signature	_____ Date

Card Security Code

The Card Security Code (or CVV2) is the 3 or 4 digit number on the back or front of your card (varies by card company). It is used for additional security when processing credit card transactions and is mandatory for most credit card vendors

For Visa and MasterCard:



Note: we cannot accept American Express (AMEX) or Discover cards at this time.