



Rental Services Agreement

CONTRACT TERMS AND CONDITIONS:

1. This Lease is made between Virgin Technologies Inc. ("Lessor"), 9333 – 37 Avenue NW, Edmonton, AB T6E 5N4 and Lessee _____.
2. The minimum rental term is (N/A). Rental fees accrue from time equipment is released to Lessee to the time equipment is checked in at Lessor's premises.
3. Lessee acknowledges receipt of the Equipment described in the work order. The parties agree that the Equipment was inspected by the Lessor and personally examined by the Lessee at the time of delivery and acceptance by the Lessee and that the Equipment is in good and serviceable condition.
4. Title to the Equipment is, and at all times shall remain, in the Lessor. Lessee will not permit the Equipment to be used by any other person or at any other address other than the place designated hereon without the express consent of Lessor.
5. Lessee shall use the Equipment in a careful manner and shall comply with all laws relating to its possession, use or maintenance. Equipment must be employed by trained and/or experienced personnel.
6. Equipment is not waterproof and should not be used in underwater applications. Lessee should consult with Lessor to verify Equipment's water resistance.
7. None of Lessor's Equipment is intrinsically safe or explosion proof and should not be used in hazardous environments.
8. LIMITATION OF LIABILITY
 - a. The sole and exclusive remedy for breach of any and all warranties and the sole remedies for Lessor liability of any kind with respect to the equipment and all other performance or non-performance by Lessor shall be limited to the express remedies set forth in this document.
 - b.
 - i. Lessor shall not be liable to the Lessee or any user of the equipment, for special, indirect, consequential, or incidental damages (including but not limited to, loss of profits, loss of use, loss of capital, cost of purchased or leased replacement goods) arising out of or in connection with the delivery, installation, use, repair, or performance of the equipment;
 - ii. Lessor shall not be liable for any damages resulting from the Lessee's or User's improper use, management, or supervision of the equipment or the Lessee's or User's actions or omissions;
 - iii. LESSOR MAXIMUM AGGREGATE LIABILITY FOR EQUIPMENT PURCHASED OR SERVICES SUPPLIED, SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE AMOUNT PAID BY THE LESSEE TO LESSOR FOR SUCH EQUIPMENT OR SERVICE.
 - c. The Lessee shall indemnify and save harmless Lessor, its directors, officers, employees, and agents or any of them from and against:
 - i. Losses, damages, costs, expenses, liabilities and claims arising from a third party (including without

limitation a user) in respect of the use of the equipment herein;

- ii. Infringement of intellectual property rights including patents arising from combining or using Lessor provided facilities with the equipment herein.
9. Lessee shall be solely responsible for and shall indemnify, defend, and hold Lessor harmless against all claims, suits, damages, or losses, specifically including the loss of use of property, and all other liabilities whatsoever, including related expenses and attorney's fees, for or on account of injuries to or death of any person, including but not limited to the property of the Lessee or Lessor, occasioned by the operation, handling, or transportation of the Equipment during the rental period or while the Equipment is in the possession or control of the Lessee.
10. Notwithstanding the foregoing, Lessee shall have no indemnity obligations whatsoever to the extent any such claims, suits, damages, losses, or other liabilities are caused, directly or indirectly, by the negligence of Lessor.
11. Upon the termination of this agreement, Lessee will promptly return Equipment and all attachments and parts, via priority overnight shipping, to the Lessor at the Lessor's place of business. Lessee is responsible for delays in shipping and will be responsible for daily rental charges accruing during the time the Equipment is not at the Lessor's premises.
12. Equipment will be returned in the same condition in which such Equipment was received and in clean, working condition, ordinary wear and tear expected. Lessor reserves the right to apply cleaning fees as Lessor determines necessary. Lessee agrees to pay the full cost for any damage to or loss of such Equipment.
13. Lessee will not retain Equipment beyond its return date without prior notice to and consent of Lessor. Lessee will pay rental price in advance or immediately upon the return of Equipment. Lessee agrees to pay all collection charges, including reasonable attorney's fees, if rental is not paid when due. Lessor, at Lessor's sole discretion, may report Equipment stolen if held 5 days beyond return date.
14. The communication services offered hereunder are designed for end-user Internet access including email and web browsing. The communication services are not to be used for network infrastructure or media intensive content. Lessor reserves the right to limit or deny access for higher usage applications including, but not limited to: Web hosting, streaming services, backbone connectivity, Internet POP connectivity, peer-to-peer file sharing, constant bit rate services.
15. Lessor reserves the right to limit or deny access to traffic generated by malicious applications including but not limited to: Computer or network viruses, Trojan horses, denial of service attacks.

16. Equipment Description

17. Rental rate See quote_____

18. Deposit held _____N/A_____

Note: if a VoIP phone is being rented, you will need to read and acknowledge that you understand the differences between VoIP phone emergency 9-1-1 features and how they differ from traditional 9-1-1 services. Please visit the link below to proceed and contact your account sales person for more information on your activation.

□

Bill To:

Lessee: _____

Contact Name: _____

Address: _____

Phone #: _____

PO #: _____

Additional Info: _____

Email: _____

Ship To:

Company: _____

Contact Name: _____

Address: _____

Phone #: _____

Arrive by

Date:

Additional Info: _____

Email: _____

Placement of an order constitutes acceptance of Virgin Technologies Inc. Terms and Conditions.

Date _____

Lessee Representative _____

Signature _____

