

EQUIPMENT DEPOT, INC. MAINTENANCE TERMS AND CONDITIONS

These Maintenance Terms and Conditions ("**Maintenance Terms**") govern all maintenance and repair services ("**Maintenance Services**") provided by Equipment Depot, Inc., or any of its Affiliates (collectively, "**EQD**"), to Customer pursuant to any Maintenance Schedule executed by EQD and Customer.

"**Maintenance Schedule**" means, as applicable: (i) a Planned Maintenance Schedule ("**PM Schedule**"); (ii) a Total Maintenance and Repair Schedule ("**TM&R Schedule**"); or (iii) a Sales Quote incorporating abbreviated versions of a PM Schedule or TM&R Schedule; each of which expressly references and incorporates these Maintenance Terms and sets forth the specific scope, fees, equipment, locations, and other applicable details.

Time and Material Services ("**TM Services**") are provided pursuant to Customer's authorization by issuance of a Service Quote, purchase order, verbal request, or other authorization, and do not require a signed Maintenance Schedule. Customer's acceptance of TM Services constitutes acceptance of these Maintenance Terms as described in Section 4.5 below.

Each Maintenance Schedule, together with these Maintenance Terms, shall constitute the complete terms governing EQD's provision of Maintenance Services. If there is a conflict between these Maintenance Terms and a Maintenance Schedule, the terms of the Maintenance Schedule shall control regarding the scope, pricing, and specific obligations related to the Maintenance Services described therein.

All capitalized terms used herein shall have the meanings set forth in the Definitions section at the end of these Maintenance Terms.

1. **AGREEMENT; ORDER OF PRECEDENCE.** These Maintenance Terms, together with the applicable Maintenance Schedule, constitute the entire agreement ("**Agreement**") governing the Maintenance Services. For Planned Maintenance Services (PM Services) and Total Maintenance and Repair Services (TM&R Services), the Agreement is effective upon the execution of the applicable Maintenance Schedule by EQD and Customer. For TM Services, the Agreement is effective by either (i) Customer's acceptance of services as described in Section 4.5, or (ii) Customer's execution of a service quote or work authorization referencing these Maintenance Terms.
2. **SEVERAL LIABILITY OF EQD ENTITIES.** EQD or its or Affiliates (each an "**EQD Entity**") shall be severally and not jointly liable for their own respective obligations under any Agreement to which they are a Party. No EQD Entity shall be responsible for the obligations of any other EQD Entity under a separate agreement. The specific EQD Entity that is Party to this Agreement is identified in the applicable Maintenance Schedule, and only the identified EQD Entity is liable for performance of the obligations thereunder.
3. **LOCATION OF EQUIPMENT.** Customer owns or leases the Equipment that is the subject of these Maintenance Terms. Customer agrees that the Equipment shall be located at the Authorized Location set forth in the Maintenance Schedule at all times during the Term. Customer agrees that relocating any Equipment from its Authorized Location without the prior written consent of EQD may result, at EQD's sole option, in additional charges or the termination of a Maintenance Schedule with respect to any moved units. Customer must submit a written request to EQD at least thirty (30) days in advance of any planned relocation, specifying the new location and intended timeline. EQD reserves the right to inspect the new location and adjust pricing accordingly or deny the relocation request if it deems the new site unsuitable for continued service under the existing terms.
4. **SCOPE OF MAINTENANCE SERVICES.**
 - 4.1. Included Services. Subject to these Maintenance Terms, EQD shall perform the Maintenance Services described in a Maintenance Schedule for the Equipment identified in the Maintenance Schedule, all in accordance with these Maintenance Terms and the terms set forth therein.
 - 4.2. Excluded Services.
 - 4.2.1. **TM&R Services:** The TM&R Service includes the specific Maintenance Services described in the definition of "TM&R Services" in the Definitions section below. The following items and services are expressly excluded from TM&R Services, except where otherwise stated in the applicable Maintenance Schedule:
 - (i) Equipment Components: Replacement tires, rotating and flashing lights, headlights, backup alarms, attachments (other than side-shifters), seats, cabs, and forks;
 - (ii) Battery and Charging Maintenance: Maintenance of batteries and chargers on electric trucks;
 - (iii) Consumable Parts: Normal replacement of consumables, unless expressly included in the applicable TM&R Maintenance Schedule;
 - (iv) Damage, Abuse, & Misuse: Any repairs or maintenance required due to:
 - a. accidents, misuse, abuse, or negligence;
 - b. failure to perform required Basic Maintenance as outlined in Section 8;
 - c. modifications or repairs performed by unauthorized third parties;
 - d. force majeure events; or
 - (v) Any services outside the standard scope set forth in these Maintenance Terms or the TM&R Maintenance Schedule.

4.2.2 PM Services. The PM Services include the specific Maintenance Services described in the definition of "PM Services" in the Definitions section below. The PM rates cover labor only for routine checks. Costs for lubricants, fluids, filters, parts, materials, or related disposal fees are billed separately at EQD's standard rates.

4.3. Customer Acknowledgment & Responsibilities. Customer acknowledges that the Maintenance Services do not guarantee uninterrupted operation of Equipment, and EQD is not responsible for Equipment downtime unless explicitly stated herein or in the applicable Maintenance Schedule. EQD's obligations under these Maintenance Terms are expressly conditioned upon Customer's compliance with all maintenance and operational requirements set forth herein, including but not limited to those outlined in Section 8.

4.4. Adding Equipment or Locations. Additional Equipment or Authorized Locations may be added by mutual execution of an amended Maintenance Schedule, which shall be governed by these Maintenance Terms.

4.5. Acceptance of TM Services. For TM Services only, Customer may authorize EQD to perform Maintenance Services verbally, via email, through issuance of a purchase order, or by permitting EQD personnel to commence services at Customer's location. In such cases, Customer's acceptance of services shall constitute acceptance of these Maintenance Terms. Customer agrees to pay EQD's applicable rates and charges for TM Services as communicated to Customer prior to or at the time of service, or if no rate was explicitly communicated, EQD's standard rates for labor and parts then in effect.

5. MAINTENANCE FEES, OVERTIME CHARGES, AND PAYMENT TERMS.

5.1. Maintenance Fees. In exchange for EQD's provision of the Maintenance Services, Customer agrees to pay EQD the fees for each unit of Equipment as shown in the applicable Maintenance Schedule(s) ("**Fees**").

5.1.1. For TM&R Services, the Base Monthly Maintenance Fee will be invoiced monthly in advance, commencing on the effective date of the applicable TM&R Maintenance Schedule and is payable on the same day of each successive month during the Term. The Base Monthly Maintenance Fee, together with any applicable overtime charges (collectively, the "TM&R Fees") shall be remitted to the EQD address listed on the applicable invoice. The TM&R Base Monthly Maintenance Fee is calculated based on Equipment usage in accordance with the Annual Allowable Hours specified in the TM&R Maintenance Schedule. Customer shall pay the Hourly Overtime Rate set forth in the TM&R Maintenance Schedule for each hour of use exceeding the Annual Allowable Hours, as determined by quarterly hour meter readings. If telematics data is available for any unit, it will be the primary measurement of machine usage. Where telematics data is unavailable or demonstrably inaccurate, Customer shall provide quarterly hour meter readings in a form acceptable to EQD. In any case, hour meter readings must be reported by Customer quarterly. If an hour meter fails to function, usage will be estimated based on prior recorded usage. EQD will invoice Customer for any applicable overtime charges on a quarterly basis, and Customer shall pay all such charges within ten (10) days of receipt of EQD's invoice. Any hours reported in excess of the Annual Allowable Hours are non-creditable and non-transferable.

5.1.1.1. The pricing set forth in the TM&R Maintenance Schedule is contingent upon Customer's use of the Equipment in accordance with the Survey Report in the applicable TM&R Maintenance Schedule, which is incorporated herein by reference. Customer agrees to use the units consistent with the operating conditions and running hours as represented to EQD and stated in the Survey Report. Any movement of units to any locations or departments other than those specified may result in additional charges to Customer.

5.1.2. For PM Services, PM rates will be as set forth in the PM Maintenance Schedule and shall remain fixed for one year from the effective date. Thereafter, EQD may adjust PM Services rates annually based on industry standards, parts costs, or labor market changes.

5.1.3. All TM Services, including labor, parts, and components, shall be billed at EQD's standard rates in effect at the time the TM Services are performed, unless otherwise specified in a written Service Quote. EQD reserves the right to adjust its rates at any time without prior notice, except where a fixed rate has been expressly agreed to in writing. Additional charges may apply for after-hours, weekend, or emergency TM Services. If parts or components are required to complete the TM Services, they will be charged separately unless otherwise specified in the Service Quote. EQD may, at its discretion, require advance approval from the Customer before ordering high-cost or specialty parts. All parts and components provided are subject to availability, and EQD shall not be liable for delays caused by supply chain disruptions or manufacturer backorders.

5.2. Payment Terms; Annual and Interim Price Adjustments. Unless otherwise agreed in writing, invoices for TM&R Services and PM Services are due and payable within thirty (30) days from the invoice date and invoices for TM Services are due and payable within ten (10) days from the invoice date. Payments shall be made in full, without setoff, withholding, or deduction of any kind. If the Customer disputes any portion of an invoice, Customer must notify EQD in writing within five (5) days of receipt, specifying the basis for the dispute. However, both the disputed portion and the undisputed portion of the invoice remain due and payable. If any payment is not received on or before its due date, all past due amounts shall bear interest at 2% per month (24% annually), compounded monthly, or at the highest lawful contract rate, whichever is less. In addition, Customer shall be liable for EQD's reasonable costs of collection, including attorneys' fees, court costs, and expenses. EQD reserves the right to adjust the Fees on an annual basis upon 30 days' prior written notice, or at any time on 30 days' written notice if market conditions or the cost of labor or parts materially change. A nonrefundable surcharge of up to 3% may be applied to credit card payments where permitted by law. This fee does not exceed the cost incurred for card processing.

- 5.3. Suspension of Services for Non-Payment. EQD reserves the right to suspend or withhold Maintenance Services if Customer fails to make timely payment on any outstanding invoice. EQD may, at its discretion, charge reasonable reactivation fees if Maintenance Services are resumed after suspension.
- 5.4. Security Interest and Liens. EQD reserves the right to assert mechanic's liens, materialman's liens, or any other applicable liens under applicable law to secure payment for the Maintenance Services performed, including any parts and components provided. Customer agrees to execute, deliver, and file any and all documents necessary to establish, perfect, and enforce EQD's lien rights under applicable law. If EQD exercises lien rights, Customer shall be responsible for all associated filing fees, legal costs, and administrative expenses.
6. **TERM AND TERMINATION.**
- 6.1. Termination of Maintenance Schedule. Each Maintenance Schedule shall remain in effect for the term specified therein unless earlier terminated as provided therein or herein, and shall not renew unless the Parties agree in writing at least sixty (60) days prior to its expiration (the "**Extension Period**"). EQD may modify the Fees applicable to any Extension Period by providing written notice to Customer before the start of such period.
- 6.2. Termination for Convenience. Either Party may cancel the Maintenance Services as provided in the applicable Maintenance Schedule. Otherwise, Maintenance Services may be canceled as follows:
- 6.2.1. PM Services. Either Party may cancel PM Services at any time by providing written notice to the other Party. Cancellation is effective immediately upon the other Party's receipt of such notice (unless a later effective date is stated). Customer remains liable for payment of any Maintenance Services already performed (including any visit that has commenced) before the effective date of cancellation. If no cancellation notice is given, EQD will continue to perform the PM Services at the scheduled intervals and invoice Customer at the applicable rates.
- 6.2.2. TM&R Services. EQD may terminate the TM&R Services upon fifteen (15) days' prior written notice to Customer. Customer may cancel TM&R Services at any time by providing sixty (60) days prior written notice to EQD. Customer remains liable for payment of any TM&R Services already performed (including any visit that has commenced) before the effective date of cancellation. If no cancellation notice is given, EQD will continue to perform the TM&R Services at the scheduled intervals and invoice Customer at the applicable rates.
- 6.3. Termination for Cause. Either Party may terminate any Maintenance Schedule if the other Party materially breaches any obligation and fails to cure such breach within ten (10) days of receiving written notice specifying the breach. EQD may immediately terminate if Customer (a) fails to pay after ten (10) days' written notice of delinquency, (b) breaches a material obligation and fails to cure within ten (10) days, (c) fails to maintain required insurance, or (d) becomes insolvent or enters bankruptcy.
- 6.4. Insolvency. Either Party may immediately terminate any active Maintenance Schedule if the other Party becomes insolvent, files for bankruptcy, or makes a general assignment for the benefit of creditors. Termination under this section shall not relieve either Party of any outstanding payment obligations or liabilities accrued prior to the effective date of termination.
- 6.5. Effect of Termination for Cause. Upon termination for cause, all outstanding amounts owed by Customer become due and payable immediately. EQD is not obligated to perform any Maintenance Services thereafter.
7. **EQD INSURANCE**. During the Term, EQD shall maintain in full force and effect standard and customary policies of insurance and will provide Customer a Certificate of insurance upon request, including workers compensation and commercial general liability insurance covering employees working at the Customer's site(s).
8. **CUSTOMER RESPONSIBILITIES.**
- 8.1. Except for EQD's obligation to perform the Maintenance Services set forth in an applicable Maintenance Schedule, Customer retains all other responsibility and liability for maintaining the Equipment in proper condition and good working order and will be responsible all maintenance services not expressly listed in a Maintenance Schedule. Customer shall be responsible for compliance with all environmental laws and regulations related to the disposal of fluids, hazardous waste, and other materials removed from Equipment during the performance of the Maintenance Services. EQD shall not be responsible for the disposal of any waste materials unless otherwise agreed in writing.
- 8.2. Customer agrees to make the units available for servicing and/or inspection by representatives of EQD during EQD's normal business hours at the Authorized Location(s).
- 8.3. Customer will provide, without charge to EQD, a safe and suitable work area at the Authorized Location for EQD or its agents to safely service each unit and perform such repairs as can reasonably be made without removing the unit from Customer's premises. The work area shall be well-lit, ventilated, and include a 20-foot hazard-free circumference surrounding each unit to be worked on. If EQD, in its sole discretion, determines that the provided work area does not meet these requirements, EQD reserves the right to stop work without further liability to Customer. In such event, EQD shall notify Customer of the deficiency, and work may resume only when the work area is brought into compliance. EQD reserves the right to charge Customer for any costs incurred due to delays, including but not limited to travel expenses and standby time.

- 8.4. Customer shall be responsible for securing Equipment before and after the Maintenance Services, including proper shutdown and lockout/tagout procedures where applicable. EQD is not responsible for any Equipment left in an unsecured state after service completion.
- 8.5. If applicable, Customer will provide an adequate, secured storage area at the Authorized Location for EQD's exclusive use to store supplies or parts required in the servicing of the units. The secured storage area shall be provided at no charge to EQD during the Term. For any Maintenance Services, Customer shall take all reasonable precautions to protect EQD personnel, tools, and equipment while on Customer's premises. Customer shall be liable for any damage to EQD's property caused by Customer's employees, agents, or worksite conditions.
- 8.6. In the performance of TM&R Services and PM Services, Customer shall be solely responsible, at its own cost and expense, for the daily operation and ordinary care of the units in support of Customer's normal business operations. Specifically, as a condition of EQD agreeing to perform the Maintenance Services, Customer agrees that it shall:
- i. perform a routine check of each unit at the beginning of each shift which shall include all items set forth in the Equipment manufacturer's operator's manual;
 - ii. supply all necessary fuel (gasoline, LP gas, diesel, or electric current), and, for battery-powered equipment, shall maintain the proper level of fluid in the batteries, properly charging the batteries and installing devices necessary to effectuate such recharging;
 - iii. where applicable, check the oil level in the crankcase and coolant in the cooling system daily, and supply all replacement oil and fluids; and
 - iv. where applicable, check the air pressure of pneumatic tires weekly and repair or replace, at Customer's sole expense, solid or pneumatic tires, caster or load wheels and light bulbs as needed to prevent damage to the unit.

All of the foregoing in this Subsection 8.6 shall be referred to as the (the "**Basic Maintenance**"). If Customer fails to perform the Basic Maintenance described herein and such failure contributes to or causes the need for repair, EQD reserves the right to bill Customer for such repair work as TM Services or to terminate the TM&R Maintenance Schedule for the affected unit(s).

- 8.7. Customer is solely responsible for the safe use, operation, and handling of the Equipment, in full compliance with OEM guidelines, OSHA regulations, and all applicable laws. EQD is not liable for injuries or damages arising from misuse or unsafe operation and Customer shall release, indemnify, defend, and hold harmless EQD from and against any liability with respect thereto.
9. **DAMAGE DUE TO ABUSE OR OVERLOADING.** Customer shall operate Equipment in accordance with the manufacturer's specifications and recommendations. EQD shall not be responsible for damages, malfunctions, or failures caused by improper use, overloading, or negligent operation of the Equipment. If any unit is damaged or any part or component fails due to overloading, abuse, improper usage by Customer (including failure to perform required Basic Maintenance), Customer shall be responsible for all costs incurred by EQD to repair the unit. If the unit is deemed damaged beyond repair, EQD shall have no further obligation regarding that unit, and Customer shall reimburse EQD for any services already performed. Any repairs not covered under a PM or TM&R Maintenance Schedule will be performed and billed separately as TM Services.
10. **ACCIDENTS OR MALFUNCTIONS.** Customer agrees to immediately notify EQD in writing of any accident or malfunction affecting a unit. Customer will provide all relevant facts and will promptly furnish all information requested by EQD in writing. Nothing in this Agreement, shall obligate EQD to repair, replace, service, maintain or otherwise perform Maintenance Services hereunder, for any unit or units if such units are damaged or such Maintenance Service is required due to one or more events beyond EQD's control, as determined in its sole judgement, including, any accidents, delays, or acts or omissions by Customer.

11. **TEMPORARY REPLACEMENT EQUIPMENT UNDER TM&R SERVICES ONLY IF INCLUDED IN MAINTENANCE SCHEDULE**

- 11.1. Provision of Temporary Replacement Equipment under TM&R Maintenance Schedule. If EQD reasonably determines that it cannot repair a disabled unit within three (3) Business Days (with "8 hours = 1 Business Day") from Customer's request for service, EQD will use commercially reasonable efforts to provide a substitute unit in good operating condition ("**Temporary Replacement Equipment**") at no additional charge. The Temporary Replacement Equipment will, as nearly as practicable, have the same capacity and general specifications as the disabled unit. EQD does not guarantee the availability of Temporary Replacement Equipment, and any unavailability shall not constitute a breach of this Agreement. All TM&R Maintenance Terms hereunder shall apply to any Temporary Replacement Equipment that EQD provides under this Section 11.
- 11.2. Specialized Attachments and Accessories. EQD will not be required to provide specialized attachments or accessories, or to perform modifications or customizations on any Temporary Replacement Equipment. If Customer requests, and EQD elects in its sole discretion, to remove attachments from the disabled unit and install them on the Temporary Replacement Equipment, Customer shall pay EQD's then-current professional service charges for such work, and all removal/installation shall be at Customer's risk and expense.
- 11.3. Ownership and Markings. Title to and ownership of all Temporary Replacement Equipment shall at all times remain with EQD. Customer shall not remove, obscure, or modify any logos or markings that identify the Temporary Replacement Equipment as EQD's property.

- 11.4. Suspension of Charges. If (a) a unit is out of service for more than three (3) Business Days due to EQD's failure to perform its obligations; and (b) EQD does not provide Temporary Replacement Equipment, then the Base Monthly Maintenance Fee for such unit shall be suspended for the period it remains out of service.
- 11.5. Exclusions from EQD's Obligation to Provide Temporary Replacement Equipment or Suspend Charges. EQD will have no obligation to furnish Temporary Replacement Equipment or suspend the Base Monthly Maintenance Fee for units that are out of service as a result of: (i) Customer's failure to perform any Basic Maintenance or other repairs that are Customer's responsibility; (ii) Customer's abuse, misuse, or negligent operation of the unit (as set forth in Section 9); or (iii) Any delay or non-performance caused by Customer's failure to provide timely access or otherwise cooperate with EQD, in which event EQD shall not be liable for any delay or failure to supply Temporary Replacement Equipment.
- 11.6. Insurance; Risk of Loss. Customer shall, at its own expense, maintain insurance coverage for any Temporary Replacement Equipment in Customer's possession, including property damage insurance sufficient to cover the replacement value of the Equipment and commercial general liability insurance with coverage limits acceptable to EQD. Customer shall name EQD as an additional insured and, if requested, as a loss payee. Risk of loss, theft, or damage to Temporary Replacement Equipment passes to Customer upon delivery to Customer's location and remains with Customer until the Temporary Replacement Equipment is returned to EQD's possession.
- 11.7. Condition Upon Return. Upon completion of repairs to the disabled unit or at EQD's written request, Customer shall promptly return (or make available for pickup) the Temporary Replacement Equipment in the same condition it was delivered, normal wear and tear excepted. EQD reserves the right to inspect the returned Temporary Replacement Equipment; Customer shall be responsible for any damage beyond normal wear and tear, which EQD will invoice and Customer shall pay within ten (10) days of invoice.
- 11.8. **TEMPORARY REPLACEMENT EQUIPMENT IS PROVIDED "AS IS," WITH NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
12. **NON-SOLICITATION OF EQD PERSONNEL.** Customer agrees that it will not at any time during the Term and for a period of one (1) year following the expiration or termination of this Agreement, directly or indirectly, hire, solicit, contact, or induce any employees or representatives of EQD ("**EQD Personnel**") who were involved in the performance of the Maintenance Services (unless authorized by EQD in writing). Customer acknowledges and agrees that EQD Personnel constitute valuable assets of EQD, that loss of such EQD Personnel would cause significant harm to EQD, and that money damages may be hard to calculate in the event of a breach of the foregoing obligation. Accordingly, in the event of a breach of this Section 12, Customer agrees to pay EQD an amount equal to two (2) times the total compensation (including bonuses and other monetary incentives) that EQD paid to the affected EQD Personnel during the twelve (12) months immediately preceding the breach.
13. **EQD SERVICE AND PARTS WARRANTY; WARRANTY DISCLAIMER.**
- 13.1. EQD Services Warranty. EQD warrants that all Maintenance Services provided under this Agreement will (i) be performed, in all material respects, in accordance with applicable law and good industry standards for similar services; and (ii) shall be free from defects in workmanship for thirty (30) days from the date of completion of the Maintenance Services. If a defect in the Maintenance Services is identified during the thirty (30) day warranty period, EQD's sole obligation, and Customer's exclusive remedy, shall be, at EQD's option, either: (a) re-performance the deficient Maintenance Services at no additional cost to Customer; or (b) refunding the portion of fees paid by Customer for the deficient Maintenance Services.
- 13.2. Parts Warranty. EQD does not manufacture the parts or materials provided or used in connection with the Maintenance Services (the "**Parts**"). Any warranties applicable to the Parts are solely those provided by the original manufacturer and will be passed through to the Customer to the extent permitted by law. EQD provides no other warranty with respect to any Parts or Equipment. Customer acknowledges that skipping recommended or required maintenance may void or reduce any OEM warranty. EQD is not liable for any lost OEM coverage due to Customer's actions or omissions.
- 13.3. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH ABOVE, EQD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THOSE ARISING FROM ANY COURSE OF DEALING, USAGE OR TRADE. EQD DISCLAIMS ALL LIABILITY FOR: (i) ANY PRE-EXISTING DEFECTS OR CONDITIONS IN THE EQUIPMENT; (ii) ABUSE, MISUSE, OR IMPROPER OPERATION OF THE EQUIPMENT; (iii) CUSTOMER'S FAILURE TO PERFORM REQUIRED BASIC MAINTENANCE OR TO PROPERLY OPERATE THE EQUIPMENT; (iv) ANY MAINTENANCE OR REPAIRS PERFORMED BY CUSTOMER, ITS AGENTS, OR ANY THIRD PARTIES; OR (v) DAMAGES OR DELAYS RESULTING FROM A FORCE MAJEURE EVENT, AS DEFINED IN SECTION 24. FURTHER, EQD DOES NOT WARRANT THAT THE MAINTENANCE SERVICES WILL MAINTAIN THE EQUIPMENT IN CONTINUOUS OPERATION, FULL OPERATING CONDITION, OR GOOD WORKING ORDER.
14. **EQD INDEMNIFICATION.** EQD agrees to indemnify, defend and hold Customer and its Affiliates, and its and their officers, directors, employees, members, controlling persons, agents, subcontractors, successors and assigns (collectively "**Customer Indemnitees**"), harmless from any and all third-party losses, damages, claims, suits, taxes, liens, penalties, fines, liability and reasonable expense (including attorneys' fees) for damages for injury to or death of any person or damage to property of any kind, to the extent caused by EQD's gross negligence or willful misconduct in the performance of the Maintenance Services.
15. **CUSTOMER INDEMNIFICATION.** Customer shall indemnify, defend, and hold harmless EQD, its Affiliates, and its and their officers, directors, employees, agents, and representatives (collectively, "**EQD Indemnified Parties**") from and against any and all claims, liabilities, damages, losses, fines, penalties, costs, and expenses (including reasonable attorneys' fees and legal costs) arising out

of or related to: (i) Customer's negligence, gross negligence, or willful misconduct, or that of its employees, agents, contractors, or representatives; (ii) the use, operation, maintenance, possession, or control of the Equipment, including any damages or injuries resulting therefrom; (iii) Customer's failure to comply with applicable laws, regulations, permits, or industry standards; (iv) Customer's breach of these Maintenance Terms or any misrepresentation made in connection with this Agreement; and (v) claims by third parties, including Customer's employees or contractors, arising from or related to the Maintenance Services; provided, however, that Customer shall not be required to indemnify EQD Indemnified Parties to the extent that any claim, liability, damage, or loss is caused by EQD's sole gross negligence or willful misconduct.

16. **LIMIT OF LIABILITY.** EQD'S TOTAL LIABILITY TO CUSTOMER FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY CUSTOMER UNDER THE APPLICABLE MAINTENANCE SCHEDULE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

17. **WAIVER OF CONSEQUENTIAL DAMAGES.** EXCEPT TO THE EXTENT ARISING IN CONNECTION WITH A THIRD-PARTY CLAIM FOR WHICH INDEMNITY IS OWED HEREUNDER, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOSS OF REVENUE OR OPPORTUNITY, OR LOSS OF SAVINGS, REGARDLESS OF WHETHER SUCH DAMAGES WERE DISCLOSED IN ADVANCE OR COULD HAVE BEEN FORESEEN. THESE LIMITATIONS SHALL APPLY REGARDLESS OF THE THEORY OF LIABILITY ON WHICH THE CLAIM IS BASED.

18. **INSURANCE REQUIREMENTS.** During the Term and for a period of two (2) years thereafter, Customer shall procure and maintain adequate policies of insurance sufficient to protect and indemnify EQD and the EQD Indemnitees from any losses resulting from Customer's conduct, or the act or omissions of its agents, servants or employees, including but not limited to:

18.1. Workers' Compensation Insurance in accordance with statutory requirements of the state where the Work is performed, and Employers' Liability Insurance with limits of not less than:

i.	Bodily Injury by Accident	\$1,000,000.00	Each Accident
ii.	Bodily Injury by Disease	\$1,000,000.00	Policy Limit
iii.	Bodily Injury by Disease	\$1,000,000.00	Each Employee

All Authorized Locations contemplated in each TM&R Schedule or PM Schedule must be covered.

18.2. Commercial General Liability Insurance, written on an occurrence basis, with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate Bodily Injury and Property Damage.

18.3. Comprehensive Automobile Liability Insurance covering hired and non-owned vehicles with limits of \$1,000,000.00 per occurrence and Bodily Injury and Property Damage combined single limits.

18.4. Umbrella Liability Insurance with limits of \$2,000,000.00. The Umbrella Liability Insurance would be in excess of the Commercial General Liability and Comprehensive Automobile Liability Insurance coverage.

18.5. Customer shall name EQD as an additional insured under all applicable policies required under this Section 18. Customer shall provide EQD with certificates of insurance evidencing the coverage required hereunder within 10 business days of the execution of this Agreement and upon each renewal. The insurance required hereunder shall be primary and non-contributory with respect to any insurance maintained by EQD. It is understood and agreed that the insurance coverages specified in this Section 18 are minimum requirements and are not to be construed to void or limit the indemnities or liabilities contained herein. Also, such minimum requirements do not represent any limitation upon the insurance coverage(s) Customer may elect to provide.

19. **OWNERSHIP.** It is expressly understood and agreed that these Maintenance Terms are solely for the provision of Maintenance Services only. EQD does not acquire title or ownership of any unit of Equipment by virtue of the performance of the Maintenance Services. Unless the Equipment is otherwise leased or rented to Customer by EQD pursuant to the terms of a separate Rental Agreement (which separate Rental Agreement shall govern such rental terms), as between the Parties, Customer otherwise retains title and ownership of all Equipment provided by Customer for the provision of the Maintenance Services.

20. **TAXES.** Any Fees set forth herein are exclusive of any special handling charges, assessment, and applicable taxes. Customer is responsible for all such charges, including all applicable sales, usage, excise, and similar taxes imposed upon the Fees for the Maintenance Services. EQD shall add all applicable taxes and any special handling charges and assessments to Customer's invoices and will collect and remit taxes to the applicable taxing authorities as appropriate. Customer acknowledges and agrees it is responsible for all taxes set forth in this Section 20 and agrees to pay all such charges unless it provides EQD a certificate evidencing its exemption from applicable taxes.

21. **NOTICES.** Notices hereunder must be provided in writing and will be effective when mailed by registered or certified mail, return receipt requested, or sent by overnight courier service to a Party at its address stated on the Maintenance Schedule referencing these Maintenance Terms, or at such other address as furnished by a Party in writing to the other Party.

22. **ENTIRE AGREEMENT.** These Maintenance Terms, together with any applicable Maintenance Schedule incorporating these Maintenance Terms or, in the case of TM Services provided without a Maintenance Schedule, these Maintenance Terms alone, constitute the entire understanding of the Parties regarding the Maintenance Services and supersedes all prior or contemporaneous

agreements, discussions, or representations. In the event of a conflict between these Maintenance Terms and the terms of any Maintenance Schedule, the terms of the Maintenance Schedule shall control in relation to the specific Maintenance Services only (e.g., not as to any other sales terms in relation to the equipment).

23. **GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL.** These Maintenance Terms shall be governed by the laws of the State where the equipment that is the subject of the Maintenance Services is located or such other State as agreed upon by the parties in writing (the “**Governing State**”). Any dispute shall be submitted to the exclusive jurisdiction of the federal or state courts located in the Governing State. Any claim must be commenced within twelve (12) months from the date of the alleged event. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL TO THE FULLEST EXTENT PERMITTED BY LAW.
24. **FORCE MAJEURE.** EQD will not incur any liability to Customer, nor will any Maintenance Schedule be cancellable for EQD’s failure or delay in the performance of the Maintenance Services hereunder, to the extent such failure or delay is due to causes beyond EQD’s reasonable control including, without limitation, fires, floods, storms or other severe weather events; strikes or other labor disputes; wars, riots, or acts of terrorism; accidents; Acts of God, governmental regulations or interference; shortages of labor or unavailability of parts or materials; delays in transportation; quarantines, pandemics or other public health crisis; and other causes beyond EQD’s reasonable control. EQD shall provide Customer written notice of any such event and Customer shall not be required to pay the Fees with respect to any unit for which EQD is unable to perform the Maintenance Services due to a force majeure event as described in this Section until such force majeure event abates and EQD resumes performance of the Maintenance Services. If the force majeure event continues for a period of 30 consecutive days or longer, either Party may terminate the applicable Maintenance Schedule upon written notice to the other. EQD shall promptly notify Customer when the force majeure event has abated, and the Parties shall cooperate in good faith to agree upon a reasonable timeline for resumption of the Maintenance Services.
25. **MISCELLANEOUS.** The failure of EQD at any time to require strict performance of any provision of this Agreement will not affect the right to require full and strict performance thereof at any time thereafter, and the waiver by EQD of any breach, default or deficiency of any such provision will not operate as, nor constitute a waiver of, any subsequently occurring breach, default or deficiency of the same or any other provision. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. The obligations in this Agreement pertaining to payment, taxes, warranties, indemnification, limitation of liability, and all other provisions that by their nature are intended to extend beyond the termination or expiration of this Agreement shall so survive such expiration or termination hereof. If any part or provision of this Agreement is declared invalid by a competent authority, such declaration shall not have the effect of invalidating or voiding the remainder of this Agreement. The Parties agree that the part(s) of this Agreement so held to be invalid, void or unenforceable shall be modified to the extent required to make it enforceable, or, if necessary, this Agreement shall be deemed to be amended to delete the unenforceable part or provision, and the remainder shall have the same force and effect as if such part or provision had never been included herein.
26. **SUBCONTRACTING AND ASSIGNMENT.** EQD may subcontract the performance of any Maintenance Services without prior notice to the Customer, provided that EQD remains responsible for the performance of its subcontractors. Neither Party may assign, delegate, or transfer its rights or obligations under this Agreement without the prior written consent of the other Party. However, EQD may assign this Agreement without Customer’s consent: (a) to an Affiliate, or (b) in connection with a merger, reorganization, sale of assets, or other corporate transaction. Notwithstanding the foregoing, Customer shall not assign or transfer its rights or obligations under this Agreement, in whole or in part, without EQD’s prior written consent.
27. **TELEMATICS AND DATA USAGE**
- 27.1. **Data Collection.** Customer acknowledges that certain Equipment may be equipped with telematics devices or software (“**Telematics Systems**”). EQD (or its third-party service providers) may remotely collect data regarding the operation, condition, usage hours, performance, and location of the Equipment (“**Telematics Data**”).
- 27.2. **Consent and Ownership.** Customer consents to EQD’s collection, access, and use of Telematics Data for the purpose of performing or improving TM&R Services, verifying Equipment usage, and any other lawful business purpose. EQD shall own all right, title, and interest in and to any Telematics Data that is generated or collected by the Telematics Systems; provided, however, that EQD will treat as confidential any Telematics Data that identifies Customer or its operations.
- 27.3. **Data Accuracy and Disclaimer.** EQD does not warrant or guarantee the accuracy, completeness, or reliability of any Telematics Data. Customer agrees that EQD is not liable for any loss or damage arising from reliance on Telematics Data, including any failure of the Telematics Systems to accurately record or transmit data.
- 27.4. **Privacy and Personal Data.** If any Telematics Data is considered Personal Data under applicable law, the Parties agree to comply with all applicable data protection regulations. Customer shall ensure that its personnel or operators are aware of and have consented to the collection of any personal information through the Telematics Systems if required by law.
- 27.5. **Exclusion from Maintenance Obligations.** Telematics Systems are provided “AS IS.” EQD is not responsible for updating, servicing, or repairing any Telematics device except as expressly set forth in a TM&R Maintenance Schedule or separate agreement.
- 27.6. **Security Measures.** EQD agrees to implement commercially reasonable security measures to protect Telematics Data in its possession from unauthorized access or disclosure. However, Customer acknowledges that no security measures are infallible, and EQD disclaims liability for any breach that occurs despite such measures, except to the extent caused by EQD’s gross negligence or willful misconduct.
28. **DEFINITIONS.**
- 28.1. “**Affiliate**” means, with respect to EQD or Customer, any entity that directly or indirectly controls, is controlled by or is under common Control with such Party.
- 28.2. “**Agreement**” has the meaning set forth in Section 1 of these Maintenance Terms.
- 28.3. “**Annual Allowable Hours**” means the maximum annual usage hours for each unit of Equipment as specified in the applicable Maintenance Schedule, beyond which Overtime Charges apply.

- 28.4. **"Authorized Location"** means the physical location(s) at which the Equipment is authorized to be located or used, as specified in the Maintenance Schedule.
- 28.5. **"Base Monthly Maintenance Fee"** means the monthly fee charged by EQD for TM&R Services for each unit of Equipment, as set forth in the TM&R Schedule.
- 28.6. **"Basic Maintenance"** means the daily operation and ordinary care obligations of Customer, including those listed in Section 8 (or the applicable subsection) of these TM&R Terms (e.g., fueling, fluid checks, battery charging, tire checks), or as otherwise required by the Equipment manufacturer's instructions.
- 28.7. **"Control"** (including the terms **"Controlled by"** and **"under common Control with"** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Party, whether through the ownership of more than fifty percent (50%) of the voting securities, by contract, or otherwise.
- 28.8. **"Consumable Parts"** means any items regularly used up or worn out in normal operation (e.g., filters, belts, fuses), unless expressly identified in the Maintenance Schedule as included in the applicable Maintenance Services.
- 28.9. **"Customer"** means the entity (including its Affiliates, and successors) that executes a Maintenance Schedule referencing these Maintenance Terms.
- 28.10. **"Equipment"** individually, a **"unit"** means the material handling or industrial equipment described in the Maintenance Schedule (e.g., forklifts, lift trucks, chargers, batteries) for which Customer has purchased Maintenance Services from EQD.
- 28.11. **"EQD"** means Equipment Depot, Inc., together with its Affiliates, and includes their respective successors and assigns.
- 28.12. **"Hourly Overtime Rate"** means the per-hour charge payable by Customer for any hours of Equipment usage that exceed the Annual Allowable Hours, as defined in the applicable TM&R Maintenance Schedule.
- 28.13. **"Notice"** means any written communication required under these TM&R Terms, given in accordance with Section 20 (or the applicable notice provision).
- 28.14. **"Overtime Charges"** means the additional fees owed by Customer for Equipment usage in excess of the Annual Allowable Hours.
- 28.15. **"Parties"** means Customer and EQD, and **"Party"** means either one of them individually.
- 28.16. **"Planned Maintenance Services"** or **"PM Services"** means the following routine maintenance services: minor lubrication, fluid checks, and visual/operational inspections of the Equipment (as hereinafter defined) at the regularly scheduled intervals on the Equipment stated identified in the Maintenance Schedule. If requested and approved by Customer, EQD may, in its sole discretion, provide additional TM Services outside the scope of PM Services on a time-and-material basis, billed at EQD's prevailing rates for parts and labor.
- 28.17. **"Survey Report"** means the site-specific report prepared by EQD based on the Buyer's representations regarding the intended use, site conditions, and operating environment of the Equipment, as provided with the Maintenance Schedule. EQD may rely on the Survey Report to establish the pricing and scope of TM&R Services.
- 28.18. **"Telematics Systems"** means any hardware, software, or equipment installed in the Equipment that collects, records, or transmits operational data, hours of usage, location, or performance metrics.
- 28.19. **"Temporary Replacement Equipment"** means any substitute equipment EQD may, in its discretion, provide to Customer on a temporary basis in accordance with the provision of TM&R Services only.
- 28.20. **"Term"** means the duration of the Maintenance Schedule as specified therein, including any agreed-upon extension or renewal period.
- 28.21. **"Total Maintenance and Repair Services"** or **"TM&R Services"** means the following maintenance services: routine inspections, preventive maintenance, and necessary repairs to address normal wear and tear of Equipment. The full scope of the TM&R Services, including any limitations or exclusions, shall be as expressly defined in the applicable TM&R Schedule.

EFFECTIVE AS OF: 4/28/25