

## SHIPPING CONTAINER RENTAL AGREEMENT

THIS AGREEMENT (“Agreement”) by and between SHIPPED.COM CORPORATION or later assigns (“Shipped.com”) acting as lessor or agent of the lessor, and the party or parties (“Customer”) whose name(s) and address(es) are set forth in the attached Shipped.com invoice (as defined in Paragraph 1), is effective as of the date Customer accepts this Agreement by rendering a payment to Shipped.com, or the date the Equipment (as defined in Paragraph 1) is delivered to the Customer in accordance with this Agreement, or by the date of Customer’s digital signature on the Shipped.com website, whichever is earlier (the “Effective Date”), on the terms and conditions set forth herein:

- 1. EQUIPMENT AND INVOICE** The size and type of intermodal shipping containers (the “Equipment”) that are being rented are specifically listed on the Shipped.com invoice (the “Invoice”) that the Customer receives as order confirmation. The Invoice is incorporated herein by reference and made a part of this Agreement. The Invoice sets forth the delivery fee, pick-up fee and monthly payments associated with this Agreement.
- 2. MONTHLY PAYMENTS** Customer will pay Shipped.com for the use of the Equipment by making a payment every month, beginning on the Effective Date. The amount of the monthly payments (“Monthly Rental Fee”) is listed on the Invoice. Customer will also pay any other charges described below that may be owed under this Agreement.
- 3. TERM** Customer is leasing the Equipment for three (3) calendar months. Thereafter, the term of this Agreement shall continue month to month, until terminated by either party in accordance with this Agreement. If Customer returns the Equipment to Shipped.com and/or terminates this Agreement prior to the initial three (3) months period, an early termination fee of \$285 will be paid by Customer to Shipped.com.
- 4. PAYMENT** Customer will make their monthly payments via credit/debit card or ACH (electronic banking withdrawal from their bank account). By submitting credit/debit card details or bank account details, Customer authorizes Shipped.com to automatically process and withdraw money from any of Customer’s banks or financial institutions to pay for any amounts owed under this Agreement. Customer will not be entitled to a refund of any prepaid amounts under any circumstances. Shipped.com shall provide Customer with a receipt for every charge via email. Shipped.com shall have no liability to Customer for charges applied to Customer’s bank or financial institution so long as those charges are applied in good faith. If the Customer fails to pay any amount due or incurred by Customer under this Agreement, or Customer’s credit card or ACH withdrawal is refused or declined for any reason, Customer shall be charged, in addition to any other amounts due, for any fees incurred by Shipped.com as a result of the refused withdrawal or declined credit card payment.
- 5. SCHEDULING** Customer can schedule Equipment delivery and pick-up between 6 am to 5pm PST daily, on US Federal business days. Customer shall coordinate all scheduling through email at sales@shipped.com or by calling 503-SHIPPED (503-744-7733). Customer shall provide at least 7 days’ advance notice of a proposed delivery date and at least 30 days’ advance notice of a proposed pick-up date, and Shipped.com will make reasonable efforts to accommodate such dates. Customer acknowledges and understands that Shipped.com makes no assurances or guarantees regarding the time or date of pick-up or delivery of any Equipment.
- 6. ACCESS** Customer hereby authorizes Shipped.com, and their agents to enter upon the real property at the Customer’s location or any other location where the Equipment is located as well as entry into the Equipment itself, whenever Shipped.com deems it necessary to perform or enforce any rights of Shipped.com under this Agreement or any local, state or

federal law. Customer represents and warrants that Customer has (1) an ownership or leasehold interest in such real property and/or that Customer is an authorized agent of the owner(s) or leaseholder(s) of such real property; and (2) has the right and authority to permit Shipped.com and their agents unrestricted entrance upon such real property to perform their obligations under this Agreement.

- 7. EQUIPMENT DELIVERY AND PICK-UP** Customer agrees to download, read and comply with the Shipped.com delivery guidelines available at: <https://shipped.com/delivery-guidelines.pdf> The Customer will pre-pay Shipped.com a fee that covers the cost to deliver the Equipment to the Customer (a "Delivery Fee") as well as a fee that covers the cost to pick-up and return the Equipment to Shipped.com (the "Pick-up Fee"). These fees will be listed on the Invoice. Shipped.com may utilize ship, rail, tractor trailer truck, tow truck, hot-shot truck, forklift, crane or any other available moving method(s) to deliver the Equipment to the Customer's delivery location. Customer shall provide a safe, level, dry and legal space for the Equipment at their location which is at least 5 feet longer and 5 feet wider than the actual size of the Equipment. For reference, the dimensions of Equipment are available online at <https://shipped.com/buyers-guide-shipping-containers.php#specs> In the event that Shipped.com or their agent is unable to deliver the Equipment to the Customer because of the conditions at the delivery location, including, but not limited to, that Shipped.com or their agent is unable to access the location or the location is deemed unsuitable for the Equipment, the delivery shall be aborted and Customer shall incur a fee ("Aborted Delivery Fee"). The Aborted Delivery Fee shall be equal to the "Delivery Fee" plus any additional expenses incurred by Shipped.com or their agents to return the Equipment to Shipped.com. In the event that the Equipment location is not suitable for pick-up because of the conditions at the site, including, but not limited to, that Shipped.com or their agent is unable to access the location, the pick-up shall be aborted and Customer shall incur a fee ("Aborted Pick-up Fee"). The Aborted Pick-Up Fee shall be equal to the "Pick-up Fee" plus any additional expenses incurred by Shipped.com or their agents to return the Equipment to Shipped.com. Customer does not need to be present at time of pick-up or delivery and hereby authorizes unattended delivery and pick-up. At the time of delivery, the Equipment will be placed as close to the Customer-designated location as safely possible but there is no guarantee to the exact location or an ideal placement.
- 8. RETURN CONDITION** The Customer may not terminate this Agreement until the Equipment is either paid off in full, in the case of loss, or returned to Shipped.com in a condition consisting of: empty, clean, and in the same condition at the time of initial delivery to the Customer, ("Return Condition") less normal wear and tear, as determined by Shipped.com in its sole discretion. Furthermore, if not returned in Return Condition, the Equipment shall be rehabilitated, cleaned or repaired to Return Condition and all expenses and costs associated with such ("Cleaning Fee"), shall be paid by Customer to Shipped.com.
- 9. LOSS OR DESTRUCTION** Customer accepts all responsibility for any damage to or theft of the Equipment that occurs from the time the Equipment is delivered to Customer until it is picked-up, regardless of Customer's fault or negligence, the fault or negligence of any other person or acts of God (e.g., fire, rain, wind, etc.). Customer shall notify Shipped.com in writing of any loss of, destruction of, or damage to Equipment within 24 hours of such event. Customer's obligation to pay the Monthly Rental Fee on the lost or completely destroyed Equipment (as determined by Shipped.com in its sole discretion) shall cease as of the date of the notice of loss or destruction. Shipped.com may deem damaged Equipment as destroyed if, in its sole discretion, it determines that the repair cost exceeds the replacement value of the Equipment. Customer shall be liable for a \$9,250 (Nine Thousand Two Hundred and Fifty USD) replacement cost of any 20 foot shipping container, \$14,625 (Fourteen

Thousand Six Hundred and Twenty Five USD) for any 40 foot shipping container, and \$16,375 (Sixteen Thousand Three Hundred and Seventy Five USD) for any 45 foot shipping container that is lost, destroyed, or non-returnable for any reason.

- 10. SAFETY & SECURITY** Customer hereby acknowledges and agrees Shipped.com does not represent or guarantee the safety or security of the Equipment or of the contents stored therein and this Agreement does not create any contractual duty for Shipped.com to create or maintain such safety or security.
- 11. NO ENCUMBRANCES** Customer shall not encumber, grant a security interest in, transfer, subcontract, sublease, or assign any Equipment or its interests and obligations pursuant to this Agreement (any a "Restricted Transfer"), nor shall a Restricted Transfer that occurs by operation of law or otherwise of Customer's interest in the Equipments or this Agreement be effective against Shipped.com. No Restricted Transfer of Customer's interest in the Equipment or this Agreement shall relieve Customer from any of its obligations to Shipped.com under this Agreement.
- 12. PERMISSIBLE USE** Except as otherwise provided herein, Customer shall be entitled to exclusive possession and use of the leased Equipment. Customer shall not use the Equipment for international shipments of goods nor for any domestic shipping of goods. Customer shall not move or arrange for the movement of the Equipment. Customer shall not alter or mark the Equipment in any way. If Customer wishes to secure the Equipment, Customer is responsible for supplying and applying their own lock(s) or other non-permanent security devices to the Equipment without altering or causing any damage to the Equipment. Customer acknowledges and agrees that the Equipment is not suitable for the storage of objects which have extraordinary or sentimental value to Customer or others, property not owned by Customer or for which Customer is not legally liable. Furthermore, Customer shall not place and warrants that no Equipment shall contain the following items: hazardous materials (as defined at 49 U.S.C. § 5102), contraband, illegal or commercial items, aerosols, ammunition, animals or people (alive or deceased), batteries, charcoal, chemistry sets, cleaning agents, fertilizer, fireworks, food in glass jars, matches, motor oil, nail polish, nail polish remover, paint, perishable goods, pesticides, plants, poisons, pool chemicals, propane tanks, sterno, weed killers, weapons, motorized vehicle such as an automobile or motorcycle, or anything radioactive. The use of Equipment(s) for the conduct of business or for human or animal habitation or transportation is prohibited. If the Equipment contains a prohibited material as identified above ("Prohibited Item"), Shipped.com or their agent may enter the Equipment and remove the Prohibited Item, dispose of or sell the Prohibited Item at Customer's expense, return the Equipment to Shipped.com as further provided for in this Agreement, and/or demand that Customer immediately remove the Prohibited Item from the Equipment. Customer shall be responsible for paying all fees, costs and expenses incurred by Shipped.com or their agent as a result of the Prohibited Item.
- 13. RIGHT TO ENTER, INSPECT AND REPAIR EQUIPMENT** Customer grants Shipped.com or their agents and the representatives of any governmental authority, including police and fire officials, access to the Equipment as required by applicable laws, and grants them the right, but not the obligation, to enter the Equipment for the purpose of examining the Equipment or the contents thereof or for the purpose of making repairs or alterations and taking such other action as may be necessary or appropriate to preserve the Equipment, or to comply with applicable laws.
- 14. TERMINATION** Shipped.com may terminate this Agreement for any or no reason effective immediately upon written notice to Customer. Customer may terminate this Agreement at any time after giving written notice to Shipped.com and such termination shall be effective as of the last day of the applicable lease month. Notwithstanding the foregoing, Customer shall

only be entitled to terminate this Agreement provided there are no outstanding amounts owing to Shipped.com and Customer is not in default under this Agreement. This Agreement shall automatically terminate upon return of the Equipment provided that Customer shall remain responsible for any and all amounts incurred under this Agreement.

- 15. DEFAULT** The following events shall be deemed to be events of default (each an “Event of Default”) by Customer under this Agreement: (a) Customer fails to pay any amount on the respective Due Date; (b) Customer fails to comply with any term, provision or covenant of this Agreement, other than the payment of any amounts due under this Agreement, and does not cure such failure within ten (10) days after written notice thereof to Customer; (c) Customer abandons the Equipment.
- 16. REMEDIES UPON EVENT OF DEFAULT** ALL EXPENSES INCURRED BY SHIPPED.COM AND AGENTS THAT ARE CONNECTED WITH THE COLLECTION OF ANY AND ALL OUTSTANDING BALANCES OWED BY CUSTOMER WILL BE REIMBURSED BY CUSTOMER (INCLUDING REASONABLE ATTORNEYS’ FEES AND OTHER EXPENSES). Upon an Event of Default, Shipped.com and their agents may immediately deny Customer access to the Equipment and Shipped.com may immediately terminate this Agreement upon notice to Customer. Upon termination for any reason, Customer shall immediately surrender the Equipment to Shipped.com or their agent. If Customer fails to do so, Shipped.com may, without prejudice to any other remedy, deny Customer access to the Equipment and Shipped.com and their agents may enter upon Customer’s premises to take possession of the Equipment. Shipped.com and their agents shall also be permitted to remove Customer, without being liable for prosecution or any claim of damages therefore. Customer hereby agrees to reimburse Shipped.com and their agents the amount of all loss and damage which Shipped.com or their agents may suffer as a result thereof, whether through inability to release the Equipment on satisfactory terms or otherwise. These remedies are cumulative and any or all thereof may be exercised instead of or in addition to each other or any other remedies legally available to Shipped.com.
- 17. CONDITION OF EQUIPMENT UPON TERMINATION; DAMAGE WAIVER** Upon termination of this Agreement for any reason, Customer shall remove all of the contents from the Equipment (unless such contents are subject to lien rights as provided herein) and immediately deliver possession of the Equipment to Shipped.com or their agents in Return Condition. Customer shall incur a Cleaning Fee in the event the Equipment is not returned in Return Condition. Customer agrees that any contents left in the Equipment shall be deemed abandoned by Customer, and Customer authorizes Shipped.com to remove such contents from the Equipment and dispose of them or sell them at Customer’s expense.
- 18. NO WARRANTY** SHIPPED.COM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Equipment was originally designed to ISO specifications for use in international shipping and includes ventilation holes which may allow humid air or water to enter the interior of the Equipment. The Equipment is constructed of CorTEN steel which is resistant to the elements, but over time, roof leaks or other rusted sections or faults may allow humid air or water to enter the interior of the Equipment. The Customer is responsible for continually monitoring the condition of the Equipment and making their own assessment whether or not the Equipment is suitable for their intended purpose and use of it.
- 19. INDEMNIFICATION** Customer shall indemnify and hold Shipped.com and each of its affiliates and agents, and each of their respective directors, officers, employees, shareholders and agents (the “Indemnitees”) completely and totally harmless from and against all claims, liabilities, losses, damages, fines, penalties, payments, costs, and

expenses (including, without limitation, attorneys' fees and expenses) alleged or ultimately assessed against Indemnitees of any kind arising from, as a result of, or in connection with Customer's use of Equipment, Customer's violation of law, Customer's breach of this Agreement or Customer's (or its agents') negligence or intentional misconduct.

- 20. GENERAL LIEN** CUSTOMER HEREBY GRANTS TO SHIPPED.COM A PRIORITY CONTRACTUAL SHIPPED.COM'S LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER STORED IN THE EQUIPMENT TO SECURE THE PAYMENT OF ALL AMOUNTS PAYABLE UNDER THIS AGREEMENT. IN THE EVENT CUSTOMER IS IN BREACH OF THIS AGREEMENT, SHIPPED.COM MAY EXERCISE THE ENFORCEMENT OF ITS LIEN AGAINST ALL PROPERTY OF CUSTOMER STORED IN THE EQUIPMENT IN ACCORDANCE WITH ALL APPLICABLE LAWS. WHEN SHIPPED.COM COMMENCES THE ENFORCEMENT OF ITS LIEN, IT MAY REMOVE ANY LOCK ON THE EQUIPMENT TO ASSESS THE PROPERTY THEREIN AND SELL OR OTHERWISE DISPOSE OF THE PROPERTY. SHIPPED.COM SHALL ATTEMPT TO RETURN TO CUSTOMER THE PROCEEDS, IF ANY, FROM THE SALE OF THE PROPERTY IN EXCESS OF AMOUNTS OWED TO SHIPPED.COM AND THE COST SHIPPED.COM INCURS IN ENFORCING ITS LIEN. AS SHIPPED.COM HAS NO KNOWLEDGE OF THE CONTENTS STORED IN THE EQUIPMENT, CUSTOMER HEREBY WAIVES ANY OBLIGATION THAT SHIPPED.COM PROVIDE A DESCRIPTION OF THE PERSONAL PROPERTY IN CUSTOMER'S EQUIPMENT, TO THE EXTENT REQUIRED BY APPLICABLE LIEN LAWS.
- 21. ADDITIONAL STATE LIENS** IN THE EVENT CUSTOMER IS IN DEFAULT OF THIS AGREEMENT, SHIPPED.COM MAY EXERCISE THE ENFORCEMENT OF ITS LIEN INCLUDING DENIAL OF ACCESS TO THE EQUIPMENT BY THE CUSTOMER, AGAINST ALL PROPERTY OF CUSTOMER STORED IN THE EQUIPMENT IN ACCORDANCE WITH ALL APPLICABLE LAWS INCLUDING, WHEN SHIPPED.COM COMMENCES THE ENFORCEMENT OF ITS LIEN, PROPERTY MAY BE SOLD OR OTHERWISE DISPOSED TO SATISFY THE APPLICABLE LIEN LAW, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING STATE SPECIFIC LAWS AND CODES:
- A. ALABAMA** ALABAMA CODE SECTIONS 8-15-31 & -32, PROCEEDS, IF ANY, FROM THE SALE OF THE PROPERTY IN EXCESS OF AMOUNTS OWED TO SHIPPED.COM, WILL BE HELD BY SHIPPED.COM FOR THE CUSTOMER TO CLAIM FOR A PERIOD OF THREE (3) YEARS, AFTER WHICH, IT SHALL BECOME THE PROPERTY OF SHIPPED.COM.
  - B. CALIFORNIA** CALIFORNIA BUSINESS. & PROFESSIONAL CODE SECS. 21702 ET. STORED PROPERTY WILL BE SUBJECT TO A CLAIM OF LIEN AND MAY BE SOLD TO SATISFY THE LIEN IF THE RENT OR OTHER CHARGES DUE REMAIN UNPAID FOR FOURTEEN (14) CONSECUTIVE DAYS. IN ADDITION TO ANY SHIPPED.COM'S LIEN. IN THE EVENT CUSTOMER IS IN DEFAULT OF THIS RENTAL AGREEMENT, SHIPPED.COM MAY ENFORCE DENIAL OF ACCESS TO THE EQUIPMENT, ALL PROPERTY STORED IN THE EQUIPMENT UNDER THIS AGREEMENT AND SEQ MAY BE SOLD OR OTHERWISE DISPOSED TO SATISFY THE APPLICABLE LIEN LAW.
  - C. COLORADO** COLORADO PROPERTY CODE SECTION 44A-40 THROUGH 44A -46.
  - D. CONNECTICUT** OPERATOR MAY SELL OCCUPANTS PROPERTY IN ACCORDANCE WITH SECTION 42-159 OF THE CONNECTICUT STATUTES IF OCCUPANT FAILS TO PAY RENT WHEN DUE.
  - E. FLORIDA** OPERATOR MAY SELL OCCUPANT'S PROPERTY IN ACCORDANCE WITH SECTION 83-806 OF THE FLORIDA STATUTES IF THE OCCUPANT FAILS TO PAY RENT AND OTHER CHARGES WHEN DUE.

- F. **IDAHO** IDAHO PROPERTY CODE TITLE 55 SECTION 55-2303 THROUGH 55-2306.
  - G. **ILLINOIS** SECTION 770 ILCS 95 OF THE COMMERCIAL LAW ARTICLE OF THE ANNOTATED CODE OF ILLINOIS (“SELF STORAGE ACT”).
  - H. **MARYLAND** SECTION 18-503 OF THE COMMERCIAL LAW ARTICLE OF THE ANNOTATED CODE OF MARYLAND (“SELF STORAGE ACT”) SHALL APPLY TO THE TERMS OF THIS AGREEMENT, AND SHIPPED.COM SHALL BE AFFORDED THE LIEN AND ENFORCEMENT RIGHTS PROVIDED THEREUNDER.
  - I. **MICHIGAN** MICHIGAN PROPERTY CODE ANNOTATED IN SECTION 13. IN THE EVENT THE CUSTOMER DEFAULTS ALL EXPENSES INCURRED BY LESSOR THAT ARE CONNECTED WITH THE COLLECTION OF ANY AND ALL OUTSTANDING BALANCES OWED BY TENANT WILL BE ASSESSED TO THE TENANT (INCLUDING REASONABLE ATTORNEY’S FEES AND OTHER EXPENSES).PROPERTY MAY BE SOLD OR OTHERWISE DISPOSED OF AT THE FACILITY OR NEAREST SUITABLE LOCATION TO SATISFY THE APPLICABLE LIEN LAW. PROCEEDS, IF ANY, FROM THE SALE OF THE PROPERTY IN EXCESS OF AMOUNTS OWED TO LESSOR, WILL BE PAID TO THE STATE TREASURER IF UNCLAIMED BY THE OCCUPANT WITHIN ONE YEAR AFTER SALE OF THE PROPERTY.
  - J. **NEW JERSEY** SECTION 2 OF P.L. 1983, C.136 “SELF-SERVICE STORAGE ACT” .
  - K. **NEW YORK** NEW YORK PROPERTY CODE SECTION 182 ET SEQ.
  - L. **NORTH CAROLINA** NORTH CAROLINA PROPERTY CODE SECTION 44A-40 THROUGH 44A -46.
  - M. **PENNSYLVANIA** PENNSYLVANIA STATUTES 73 P.S. SECTION 1901 ET SEQ. FOR ANY APPLICABLE COSTS (INCLUDING AUCTIONEER COMMISSIONS, ATTORNEY FEES, ADVERTISING COSTS, ETC.) THAT ARE NOT SATISFIED, THE TENANT WILL REMAIN FULLY LIABLE FOR.
  - N. **TENNESSEE** TENNESSEE CODE ANNOTATED TITLE 66, CHAPTER 31.
  - O. **TEXAS** TEXAS PROPERTY CODE SECTION 59 ET SEQ.,
  - P. **VIRGINIA** VIRGINIA CODE ANNOTATED CODE SECTION 8.2A-523 ET SEQ. IN THE EVENT THE CUSTOMER DEFAULTS SHIPPED.COM HAS THE RIGHT TO TAKE POSSESSION OF ALL THE CUSTOMER’S PROPERTY IN THE EQUIPMENT UNTIL THE CUSTOMER IS CURRENT. UPON NOTICE TO THE CUSTOMER, SHIPPED.COM RETAINS THE RIGHT TO DISPOSE OF SAID PROPERTY AND PROCEEDS WILL BE APPLIED TOWARD SATISFYING CUSTOMER’S OUTSTANDING BALANCE. REMAINING PROCEEDS WILL BE RETURNED TO CUSTOMER.
  - Q. **WASHINGTON, D.C.** SECTION 2- 8 of “SELF- SERVICE STORAGE ACT of 2003” IF THE OPERATOR HAS A LIEN ON TENANTS STORED PROPERTY FOR RENT AND OTHER CHARGES, THE OPERATOR MAY SELL TENANTS PROPERTY FOR RENT AND OTHER CHARGES IF THE OCCUPANT IS IN DEFAULT FOR MORE THAN 60 DAYS.
  - R. **WISCONSIN:** SECTION 704.90 OF THE WISCONSIN STATUTES.
- 22. COMPLIANCE WITH LAW** Customer shall not violate any law relating to use of the Equipment, its obligations under this Agreement, or this Agreement. Further, it is the responsibility of Customer to comply with all laws, rules, regulations, orders, requirements and decrees of any federal, state or local government, government officials and/or agencies. Neither Shipped.com nor their agents shall not be responsible for action taken or fines or penalties assess against the contents in the Equipment due to Customer’s failure to comply with any such laws, rules, regulations, orders, requirements and decrees. If an authority requires that the Equipment be removed from Customer’s premises, Shipped.com or their agent will attempt to notify Customer of such requirement; provided, however, Customer

gives Shipped.com and their agents full authority to comply with such requirements, and releases Shipped.com and their agents of any liability for any resulting damage to Customer's premises or property. Additionally, if Customer is renting or leasing the premises where the Equipment is located, and the landlord of the premises requests that the Equipment be removed or relocated, Customer gives Shipped.com and their agents full authority to comply with the landlord's request, and releases Shipped.com and their agents of any liability for any resulting damage to Customer's property or the premises and shall indemnify and hold harmless Shipped.com and their agents from any claims by the landlord for damage to the premises. Customer further understands that should the Equipment be removed by any person other than Shipped.com or their agents, Customer assumes all fees and costs, including, but not limited to, attorneys' fees, and any removal or storage fees and further agrees to pay Shipped.com for any damages that are associated with such removal and storage.

- 23. SHIPPING DOCUMENTS** Upon request by Customer, Shipped.com shall provide copies of the bills of lading or delivery order receipts from the Shipped.com agent showing that the Equipment was delivered or picked-up.
- 24. RELEASE OF CUSTOMER INFORMATION** Customer hereby authorizes Shipped.com to release any information regarding Customer, as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts including, but not limited to, officials from local and state code enforcement agencies or to any Shipped.com agent for any purpose.
- 25. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in the city of Wilmington and county of New Castle County and each party hereto irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Each party hereto acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
- 26. NOTICES** Except as otherwise expressly provided in this Agreement, any written notices or demands required or permitted to be given under the terms of this Agreement may be personally served or may be served by first class mail or certified mail, deposited in the United States mail with postage thereon fully prepaid and addressed to the party to be served at the address of such party provided for in this Agreement. Service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered, or if mailed, shall be deemed delivered after deposit in the United States mail, with postage thereon fully prepaid and sent to the last known address of the intended recipient as provided for in this Agreement. In addition, Shipped.com may communicate with Customer and provide Customer with any written notices required by applicable law or authorized under this Agreement via electronic mail if Customer has provided Shipped.com with an electronic address. Customer shall immediately notify Shipped.com of any change of address. Notices to Shipped.com shall be sent to Shipped.com Corporation, 758 E Whitehall RD, Cookeville, TN 38501 USA.

- 27. SUCCESSORS AND ASSIGNS** Customer shall not assign or sublease the Equipment or any portion thereof without in each instance the prior written consent of Shipped.com. Shipped.com may assign or transfer this Agreement without the consent of Customer and, after such assignment or transfer, Shipped.com shall be released from all obligations under this Agreement occurring after such assignment or transfer. All of the provisions of this Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.
- 28. ENTIRE AGREEMENT** This Agreement and the documents incorporated herein constitute the sole and entire agreement of the parties hereto with respect to the leasing of the Equipment, and supersede all prior and contemporaneous understandings and agreements, both written and oral. In the event of any inconsistency between the statements in the body of this Agreement and those in documents incorporated herein, the statements in the body of this Agreement will control. There are no representations, warranties, or agreements by or between the parties, which are not fully set forth herein, and no representative of Shipped.com or their agents are authorized to make any representations, warranties or agreements other than as expressly set forth herein. This Agreement may only be amended by a writing signed by both parties.
- 29. SEVERABILITY** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 30. NO THIRD-PARTY BENEFICIARIES** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 31. WAIVER** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 32. GENERAL** Any signed copy delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy. The title of, and headings in, this Agreement are for reference only and shall not affect the interpretation of this Agreement. The sections on indemnification, limitation of liability, governing law, jurisdiction, waiver of jury trial, entire agreement, severability and such other sections intended to survive termination shall survive termination of this Agreement.