

LEANPATH EQUIPMENT RENTAL TERMS & CONDITIONS

These LeanPath® Equipment Rental Terms and Conditions serve as the agreement ("Agreement") between LeanPath, Inc. ("LeanPath") and Customer which governs Customer's rental of LeanPath Equipment (the "Rental"). This Agreement is a legally binding contract between LeanPath and Customer,. The terms "you," "your" and "Customer" mean Customer, as an entity acting through authorized individuals, or individual users. Read this Agreement carefully before opening, installing, or using LeanPath rental Equipment. You may not use the rental Equipment except under the terms of this Agreement. By using the Equipment and/or signing an Order Confirmation, you agree to be bound by this Agreement. You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

LeanPath owns the rental equipment described on the Order Confirmation (the "Equipment"). This Equipment may include one or more of a LeanPath Tracker data collection terminal, scale, camera, accessories, computing technology, tablet computers, mobile devices, routers, wireless access points, cellular modems, enclosures, mounting equipment or other hardware provided in services of waste tracking. The Equipment may be new or used but shall be in good working order.

LeanPath desires to rent the Equipment to Customer, and Customer desires to rent the Equipment from LeanPath. The Equipment is designed to function in the context of an overall food waste tracking reporting architecture which requires wide area network access to the LeanPath data warehouse and business intelligence reporting services. Access to the LeanPath data warehouse, LeanPath premises data collection software, LeanPath data transport software, and LeanPath Online analytics is governed by LeanPath's Terms of Use and a relevant Order Confirmation.

1. Agreement. LeanPath hereby leases and rents the Equipment to Customer, and Customer leases and rents the Equipment from LeanPath upon and subject to the terms and conditions set forth in this Agreement. All references to the Equipment in this Agreement are to those items listed on an Order Confirmation, which may include both Equipment and services packaged in a bundled offering. .

2. Term. The term of this Agreement and any renewals shall be defined in the Order Confirmation.. Renewal of this Agreement shall be a renewal of this lease as to all of the Equipment then subject to this Agreement, unless the renewal notice specifies that it applies to less than all of the Equipment and specifies the items of Equipment as to which the Agreement is renewed. If the Agreement is renewed as to less than all of the Equipment, Customer shall thereafter have no right to include in subsequent renewal terms items of Equipment not included in the previous renewal term.

3. Inspection and Delivery. Customer acknowledges that it has inspected the Equipment and evaluated the suitability of the Equipment for Customer's intended use. Customer accepts the Equipment in its present condition, "AS IS," without any representations or warranties, express or implied. LeanPath represents that LeanPath has the right to rent the Equipment to Customer, and shall pay when due all liens against the Equipment created by LeanPath.

4. Rent for Equipment. Customer will pay LeanPath the monthly rental rate for each piece of Equipment in accordance with the Order Confirmation. The rental fees shall be paid in advance on or before the first day of each month. The rental fees shall be paid to LeanPath at the address for notices set forth below. LeanPath may impose a late payment charge equal to the lesser of (a) 1-1/2% per month or (b) the maximum rate allowed by law.

5. Use. Unless Customer is in default under this Agreement, Customer shall be entitled to the possession, use and quiet enjoyment of the Equipment in accordance with the terms of this Agreement. Customer agrees that the Equipment will at all times remain in the possession and control of Customer. Customer shall keep LeanPath advised of the specific location of the Equipment at all times during the Agreement term and consents to LeanPath monitoring the location of the equipment remotely using GPS technology. Customer warrants that the Equipment will at all times be used and operated under and in compliance with the laws of any jurisdiction in which the Equipment may be located and in compliance with all lawful acts, rules and regulations and orders of any governmental bodies or officers having power to regulate or supervise the use of such Equipment. Customer will obtain at its own expense any and all licenses and permits which may be required for operation of the Equipment. Customer will not permit its rights or interest hereunder or LeanPath's title and interest in the Equipment to be subjected to any lien, charge or encumbrance and will take immediate action when required to keep the Equipment free and clear of any and all liens, charges, encumbrances or adverse claims.

6. Maintenance, Repair and Improvement. Customer shall at all times at its own expense keep the Equipment in good and efficient working order, condition and repair and shall make all inspections and repairs required by law, regulation or insurance policy. In the event that a piece of Equipment, as a result of normal wear and tear not caused by the failure to perform normal maintenance, becomes unable to perform the function for which it was designed, and a prudent operator would not undertake the repairs necessary to restore the piece of Equipment to service, Customer may, by notice to LeanPath, request that LeanPath refurbish or upgrade the Equipment within thirty (30) days of the date of such notice. In the event LeanPath elects not to refurbish or replace this Equipment, this Agreement will terminate with respect to a particular piece of Equipment after thirty (30) days from the date of such notice. In this event, this Agreement shall continue as to the remainder of the Equipment, and LeanPath shall refund to Customer a prorated portion of the monthly prepaid rental, if any, attributable to the disabled piece of Equipment, based upon the number of days remaining in the month following the effective date of the partial termination. This partial termination provision shall not apply to Equipment damaged by casualties. Customer shall not make any alteration, improvement or addition to the Equipment without LeanPath's prior written consent. Any and all replacements, repairs or substitutions of parts of the Equipment and any alterations, improvements or additions thereto shall be at the sole expense of Customer and shall constitute accessions to the Equipment and the title thereto shall vest in LeanPath. At the end of the Agreement term, Customer may remove any improvements or additions which are readily removable without causing damage or preventing efficient operation of the Equipment.

7. Loss or Damage. Customer shall bear the risk of damage, loss, theft or destruction, partial or complete, of the Equipment arising from whatever source, whether or not such loss or damage is covered by insurance, except for deterioration caused by normal wear and tear which would not be remedied by a prudent operator. In the event of any damage or loss to any item of Equipment,

Customer shall promptly notify LeanPath in writing and shall engage LeanPath at Customer expense to ship, repair or restore the Equipment to good condition and working order. If a piece of Equipment is totally destroyed, or damaged to the extent that a prudent operator would not repair the piece of Equipment, Customer shall pay to LeanPath the fair market value of the piece of Equipment, valued immediately prior to the damage or destruction, less any insurance proceeds actually received by LeanPath under Section 8. In such event,, this Agreement shall not terminate with respect to such piece of Equipment provided LeanPath provides a replacement of equivalent capability.. The destroyed or damaged Equipment shall belong to LeanPath.

8. No Liability. LeanPath shall not be liable to Customer or Customer's employees, agents, business invitees or to any other person or entity for personal injury or property damages occasioned by, or growing out of, Customer's possession and use of the Equipment.

9. Security Interest. LeanPath reserves a security interest in the Equipment rented or leased hereunder until this Agreement is terminated and all rental payments and service fees are received in full for all the Equipment delivered to Customer and, for that purpose, this Agreement is a security agreement. By signing this Agreement, Customer authorizes LeanPath or its agent to sign on behalf of Customer any financing statement or other document, or to file a reproduction of any financing statement, necessary to perfect the security interest reserved by LeanPath.

10. Return of Equipment. Upon the expiration or earlier termination of this Agreement, Customer shall return such Equipment to LeanPath at LeanPath's address for notices. The Equipment shall be returned in essentially the same condition as when delivered by LeanPath, ordinary wear and tear excepted. Customer shall pay to LeanPath the actual costs incurred by LeanPath to clean or repair any deficiencies in the Equipment to return it to its prior condition (excepting any ordinary wear and tear, which shall not be subject to such reimbursement obligation).

11. Events of Default. Each of the following shall constitute an event of default:

a. Default in the payment of any rental payment or service fee continuing for more than ten (10) calendar days.

b. Default in the performance of any other covenant of this Agreement continuing for more than ten (10) days after written notice to LeanPath from Customer.

c. If Customer becomes insolvent or is generally not paying its debts as they become due or makes an assignment for the benefit of creditors.

d. If proceedings are commenced by or against Customer under the Bankruptcy Code or any similar federal or state law for the relief of debtors, or Customer consents to a trustee or receiver of Customer, subject to such rights as the trustee may have pursuant to the Bankruptcy Code.

e. Involuntary proceedings are commenced against Customer under the Bankruptcy Code or any similar federal or state law for the relief of debtors, or for the appointment of a trustee or receiver of Customer, and such proceedings remain undismissed for greater than 60 (sixty) days.

12. Remedies for Default. The occurrence of any event of default shall terminate any obligation on the part of LeanPath under this Agreement and, when any event of default has occurred and is continuing, LeanPath may at its option and without limitation of other remedies available to it:

a. Proceed by appropriate court action to enforce performance by Customer of this Agreement or recover damages for breach of this Agreement.

b. By written notice to Customer, terminate the rental as to any or all items of Equipment. Upon such termination, all right, title and interest of Customer in the Equipment shall terminate, but Customer shall remain liable for breach of this Agreement. Upon termination, LeanPath may by its agents enter upon any premises where the items of Equipment may be located and may take, hold, possess and enjoy the same free of any right of Customer. LeanPath, nevertheless, shall have a right to recover from Customer any and all amounts, which under the terms of the Agreement may then be due or which may have accrued to the date of such termination and also to recover from Customer its damages as a result of the breach of this Agreement, including any expenses LeanPath may have incurred in the seizure, storage, rental or sale of the Equipment or in the enforcement of any right or privilege under this Agreement, and loss of rental income.

13. Litigation Costs and Fees. In the event of any suit or action, including any appeals, brought by either party against the other to enforce any of the obligations under this Agreement or arising out of any dispute concerning this Agreement, or to enforce or to collect any judgment or decree of any court, the losing party shall pay the prevailing party such reasonable amount for investigation costs, expenses of litigation, attorneys' fees and expert witness fees as may be set by the court.

14. Indemnity. Customer agrees to indemnify and hold LeanPath harmless and defend it against all claims, demands, damages, losses and penalties of any kind, including attorneys' fees and including, but not limited to, personal injury, death or property damage, arising out of or in connection with this Agreement, Customer's rental, operation, use, maintenance or repair of the Equipment or the condition of such Equipment, whether defects are latent or discoverable.

15. Taxes. Customer agrees to pay all taxes, assessments and other governmental charges, of whatsoever kind or character, on or relating to any item of Equipment covered by this Agreement or the ownership, use, shipment, transportation, delivery or operation thereof, including, without limitation, personal property taxes. Upon LeanPath's request, Customer will submit written evidence of all payments required of it under this section. Customer specifically agrees to indemnify LeanPath against any loss, claim, demand and expense, including legal expense, resulting from any nonpayment or contest of such tax obligations.

16. Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. LEANPATH DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER RENTS THE EQUIPMENT "AS IS". ANY LEANPATH WARRANTIES EXTEND SOLELY TO CUSTOMER.

17. Notices. All notices shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the addresses on the Order Confirmation or at such other address as either party may from time to time specify in a written notice to the other.

18. Successors and Assigns. This Agreement and the rental rights and obligations pursuant to this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, except that without the prior written consent of LeanPath, Customer may not assign this Agreement or any of its rights hereunder or rent any of the Equipment to third parties. Any purported assignment or rental or sale to third parties without LeanPath's consent shall be void and unenforceable. LeanPath is free to assign or transfer this Agreement at any time. By using the Equipment, you further acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions.