



HelloSpoke Equipment Lease Agreement, updated 10-15-19

1. DEFINITIONS:

- (a) The “Equipment” - the equipment, machines, devices, features, and other items listed in each equipment lease Schedule executed pursuant hereto and hereby incorporated into this Lease.
- (b) “Schedule” - the document entered into from time to time between hello**spoke** and Lessee, which is incorporated into the Lease, and that establishes the specific terms and conditions of leasing the Equipment, such as the Basic Rent, Lease Term, description of the Equipment and the Acceptance Certificate for such Equipment
- (c) “Vendor” - the manufacturer or vendor under whose name the Equipment is sold, as may be shown in each Schedule.
- (d) “Commencement Date” - the date that the initial term of the Lease related to an individual Schedule begins. If the Acceptance Date of the Equipment under a Schedule is the first day of the month, the Commencement Date shall be the Acceptance Date; otherwise, the Commencement Date shall be the first day of the month following the Acceptance Date.
- (e) “Installation and Acceptance Date” - the date the Lessee certifies that the Equipment has been installed, is in working order, and has been accepted by the Lessee. Lessee shall execute a Certificate of Installation and Acceptance verifying Lessee’s acceptance of the Equipment as of the Installation Date (the “Acceptance Certificate”).
- (f) “Advanced Payment(s)” - those payments made by the Lessee as a Security Deposit in advance of the commencement of a Schedule. “Advanced Payments” or “Security Deposit” shall have the same meaning in this Equipment Lease, Schedule, or any other documents communicated to the Lessee.
- (g) “Fair Market Value” - the price of the Equipment that the hello**spoke** believes to be reasonable and is willing to accept in the ordinary course of business, and that the Lessee is willing to pay.

2. LEASE OF EQUIPMENT:

hello**spoke** shall lease to Lessee and Lessee shall lease from hello**spoke**, in accordance with the terms and conditions of this Equipment Lease and applicable Schedules, all Equipment in Schedule(s) which is (are) or may from time to time be executed pursuant to this Equipment Lease. Each Schedule shall incorporate by reference all terms and conditions of this Equipment Lease except as provided herein together with such other terms or amendments, which may be specified in such Schedule, and together with this Equipment Lease, each Schedule shall individually constitute the lease (“Lease”) for the Equipment specified in such Schedule. A Lease shall not become effective until an applicable Schedule is executed by both Lessee and hello**spoke**. The Schedule(s) shall take precedence over this Equipment Lease in the event of conflicts.

3. TERM OF LEASE:

The term of this Equipment Lease shall commence on the date set forth above and shall continue in effect thereafter until its expiration or termination as provided herein or the termination of all Schedules executed pursuant to this Equipment Lease. The term for each Schedule shall commence on the Commencement Date and shall continue for the number of full months set forth in such Schedule (“Term”). Unless Lessee’s gives written notice of its intent not to renew a Schedule at least 3 months prior to its expiration, the terms of the Lease related to such Schedule shall be (i) extended for additional three (3) month periods at the then existing Basic Rent (which three (3) month periods shall be deemed to be part of the Term) until terminated, or (ii) at hello**spoke**’s option, be terminated at the end of the Term or any three (3) month period thereafter. Any notice of termination by Lessee may not be revoked without the consent of hello**spoke**.

4. RENT:

(a) Lessee shall pay the Basic Rent set forth in each Schedule. The Basic Rent shall be due and payable in advance on or before the first day of each month. If the Acceptance Date does not fall on the first day of a month, the payment for the first partial month will be prorated on the basis of the days in the partial month, due and payable ten (10) days after the Acceptance Date. In the event Lessee does not make timely payment of any Basic Rent or other monies due hereunder, Lessee shall be liable to **hellospoke** for a late payment fee of the greater of one hundred dollars (\$100.00) or five percent (5%) of the past due balance from the date due thereof and shall pay such amount promptly to **hellospoke**. Lessee shall have a five (5) day grace period before incurring late payment fees.

(b) In addition to the Basic Rent, Lessee shall pay to **hellospoke** an amount equal to all taxes, if any, paid, payable or required to be collected by **hellospoke**, however designated, which are levied or based on this transaction, the Basic Rent, this Equipment Lease, and/or the Equipment or its use, lease, sale, operation, control or value, including, without limitation, state and local sales and privilege taxes, or amounts in lieu thereof paid or payable by **hellospoke** in respect of the foregoing, but excluding only federal and state income taxes and such other taxes as based on the income of the **hellospoke**. Personal Property taxes, if any, with respect to the Equipment, shall be filed with the appropriate authorities by **hellospoke** and paid by Lessee. If Lessee does not make timely payments to **hellospoke** or directly to any taxing authority (when prior approval to do such has been granted by **hellospoke**) then Lessee shall be liable for any penalties, interest and other charges in respect of said taxes. Notwithstanding anything hereinabove to the contrary, Lessee shall not be required to pay any tax, levy or assessment in respect of this Equipment Lease or the Equipment so long as Lessee, in good faith, shall contest the validity thereof by appropriate legal proceedings. Lessee agrees that if such a proceeding is instituted, upon the final decision thereon, or upon the discontinuance thereof, Lessee will forthwith pay such taxes, levies or assessments as are determined to be owing, together with all costs, interest and penalties attached thereto, and all damages and costs, including all attorney's fees reasonably incurred by **hellospoke** as a result of said transaction. Lessee may contest any such taxes in **hellospoke's** name, and **hellospoke** agrees, upon written request and at the sole expense of Lessee, to cooperate with Lessee in the prosecution of any such contest.

5. OWNERSHIP AND INSPECTION:

The Equipment shall at all times remain the property of **hellospoke** and remain personal property notwithstanding the manner in which it may be attached or affixed to realty, and Lessee acknowledges and agrees that it does not and shall not obtain any title to the Equipment by virtue of the execution of this Equipment Lease or by payment or performance hereunder. At **hellospoke's** request, Lessee will affix tags, decals, or plates to the Equipment showing **hellospoke's** ownership. **hellospoke** or its agent shall have free access to the Equipment upon prior notice and during normal business hours for the purpose of inspection and for any other purpose contemplated in this Equipment Lease. Lessee shall immediately notify **hellospoke** concerning any claim of damage or loss arising out of the use, manufacture, functioning or operation of the Equipment. Lessee shall keep the Equipment free and clear of all liens, encumbrances and claims of any kind and nature.

6. WARRANTIES:

(a) **hellospoke** hereby assigns to Lessee all manufacturers warranties and indemnities applicable to the Equipment to the extent such are assignable and authorizes Lessee to obtain any services furnished in connection therewith. **hellospoke** shall execute such documents of assignment as Lessee may reasonably request in connection therewith. Lessee shall reassign such manufacturer's warranties and indemnities to **hellospoke** upon the expiration or termination of this Equipment Lease or the applicable Schedule and execute such documentation as may be required to affect such reassignment. To the extent such warranties and indemnities are not assignable, **hellospoke** appoints Lessee as its agent to enforce the same.

(b) **HELLOSPoke** MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO PATENT INFRINGEMENT OR THE LIKE. **HELLOSPoke** IS NOT RESPONSIBLE FOR ANY REPAIRS OR SERVICE TO OR DEFECTS IN THE EQUIPMENT OR THE OPERATION THEREOF.

(c) **hellospoke** shall have no liability to Lessee for any claim, loss or damage of any kind or nature whatsoever, nor shall there be any abatement of rental for any reason, including without limitation any abatement arising out of or in connection with, whether directly, indirectly, incidentally or consequentially, (i) the Equipment, (ii) any deficiency or defect therein, (iii) any

inadequacy of the Equipment for any purpose, (iv) the use, performance, or loss of service of the Equipment, or (v) any loss of business resulting from any of the foregoing.

(d) Lessee will defend, protect, indemnify and hold **hellospoke** harmless against any and all losses, damages, injuries, claims, demands, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of or in connection with use, possession or operation of the Equipment, except for any loss or damage caused by the willful fault or gross negligence of **hellospoke**.

(e) The indemnities and assumptions of liabilities shall continue in full force and effect notwithstanding the termination of this Equipment Lease, whether by time or otherwise.

7. INSURANCE:

The risk of loss of, damage to, or destruction of the Equipment shall be borne by Lessee. Lessee shall obtain and maintain for the entire term of this Equipment Lease, at its own expense, insurance against loss or damage to the Equipment, including, without limitation, loss by fire and hazard (including so-called "all risks and extended coverage"), and theft, in such amounts that shall not be, at any point in time, less than the greater of the full costs that the Lessee would be obligated to pay to replace the Equipment ("Replacement Value") or the agreed amount that the Lessee is obligated to pay in the event that the leased Equipment is lost or irreparably damaged at any point in time during the lease period ("Stipulated Loss Value") and that is further specified in the Lease Schedule, where such is required, and attached hereto by reference. In the event that the Equipment shall be or become lost, stolen, destroyed, or irreparably damaged, during the term of this Equipment Lease (any such occurrence being herein called a Casualty Occurrence), Lessee shall promptly notify **hellospoke**. On the payment date for Basic Rent next succeeding the Casualty Occurrence, Lessee shall pay to **hellospoke** an amount equal to the Basic Rent due on such date and any other rentals or sums then currently or past due related to such Schedule, plus an amount equal to the Replacement Value of the Equipment or the Stipulated Loss Value of the Equipment where specified in the Schedule, at which time the Schedule for such equipment shall be terminated and no further rent shall be due from Lessee. If the loss exceeds any applicable deductible and Lessee files a claim for the Casualty Occurrence in accordance with insurer's policy terms and proper filing is evidenced to **hellospoke**, Lessee may continue to pay the Basic Rent and other sums due under the Equipment Lease and defer paying the Replacement Value or Stipulated Loss Value of the Equipment until the insurer pays the insurance claim to the loss payees or rejects it. In any settlement under this paragraph 7, Lessee shall be entitled to a credit, (not to exceed the fair market value or Stipulated Loss Value actually paid by the Lessee), for the amount of any proceeds of any insurance or award actually received by **hellospoke** on account of the Casualty Occurrence. Lessee shall be the named insured and **hellospoke** and/or loss payee under such policies of insurance. The Lessee and/or its insurance broker shall endeavor to give **hellospoke** at least 30 days prior written notice of any alteration in terms of such policy or of the cancellation thereof. Lessee shall furnish to **hellospoke** a certificate of insurance or other evidence reasonably satisfactory to **hellospoke** that such insurance coverage is in effect; provided, however, that **hellospoke** shall be under no duty either to ascertain the existence of or to examine any such insurance policy or to advise Lessee in the event such insurance coverage shall not comply with the requirements hereof.

8. THIS SECTION INTENTIONALLY OMITTED.

9. MAINTENANCE AND REPAIRS:

(a) Lessee shall at all times during the term of the Lease for each Schedule, at its own expense, maintain and keep the Equipment in good working order, repair, and condition, and make all necessary adjustments, repair, and replacements, and shall use and require each piece of Equipment to be used in a manner consistent with the warranty and contract maintenance program provided by the Vendor of the Equipment.

(b) **hellospoke** shall have no responsibilities or obligations whatsoever with respect to the condition, operation, maintenance, or repair of the Equipment.

10. **LEASE TERMINATION OPTIONS AND REDELIVERY OF EQUIPMENT TO HELLOSPoke:** At the termination of the lease for each Schedule, Lessee shall deliver possession of the Equipment to **hellospoke** as detailed below.

(a) Lessee shall return the Equipment to **hellospoke** in the same operating order, repair, condition, and appearance as on the date of the commencement of the lease for such Equipment, reasonable wear and tear accepted.

(b) Lessee shall, at the end of the last business day of each lease and at Lessee's sole expense, tender the Equipment, packed in a manner suitable for truck transportation at the then present location of the Equipment. Such properly packed Equipment to be tendered shall be as complete as reasonably possible, including cables, racks, doors, and manuals.

(c) Lessee shall be solely responsible and liable for and shall pay directly all transportation, insurance, rigging, drayage, packing, installation, de-installation, disconnection charges and other items of like nature incurred in connection with this Equipment Lease, including without limitation all reasonable costs and expenses incurred with respect to delivering the Equipment to **hellospoke**'s designated location in the continental United States of America and insurance on the Equipment in route upon the termination of the applicable Schedule.

11. DEFAULT:

Lessee shall have the right to quiet use and enjoyment of the Equipment provided that Lessee is not in default hereunder. Any of the following events (hereinafter called Event of Default) shall constitute default under this Equipment Lease:

(a) Lessee's failure to pay the Basic Rent or other monies due upon their due date and within five (5) days after receipt of written notice thereof from **hellospoke**; or

(b) Lessee's failure to perform any other material term, provision or covenant of this Equipment Lease and failure to cure such default within thirty (30) days after receipt of written notice thereof from **hellospoke**; or,

(c) If any representation or warranty made by Lessee in such Schedule or the Equipment Lease or in any document or certificate furnished to **hellospoke** in connection therewith shall prove to be incorrect at any time in any material respect, unless Lessee can properly make such representation or warranty within ten (10) days after receipt of written notice thereof from **hellospoke**; or,

(d) Immediately and without notice from **hellospoke**, if any of the following events occur either voluntarily to or by the Lessee or any guarantor of Lessee's obligations hereunder: if Lessee or guarantor makes an assignment for the benefit of creditors, or if either is named as a debtor in a petition in bankruptcy in the U.S. Bankruptcy Code, as amended, or, there is an admission by Lessee or guarantor in writing of its inability to pay its debts as they become due, or the filing by Lessee or guarantor of a voluntary petition in bankruptcy or any other petition or answer seeking for itself any reorganization, liquidation, dissolution, receivership, insolvency, or any other debtor relief generally under any present or future law, statute, or regulation, or the filing of any answer by Lessee or guarantor admitting, or the failure of Lessee or guarantor to deny, the material allegations of a petition filed against it for any such relief; or the adjudication of Lessee or guarantor as bankrupt or insolvent; or the seeking or consenting to or acquiescence in, by Lessee or guarantor, of the appointment of a trustee, receiver, or liquidator of Lessee, guarantor, or the property of either party; or,

(e) Upon forty-five (45) days, and without notice from **hellospoke**, after (i) the commencement of any proceeding against Lessee or guarantor seeking any reorganization, liquidation, dissolution, receivership, insolvency or any other debtor relief generally under any present or future law, statute, or regulation, unless Lessee or guarantor obtains dismissal of such proceeding within the forty-five (45) days; or (ii) the appointment, without the consent or acquiescence of Lessee or guarantor, of any trustee, receiver, or liquidator of Lessee, guarantor, or the property of either party, unless Lessee or guarantor is able to vacate such appointment within the forty-five (45) days.

(f) At the option of **hellospoke** and upon written notice of cross-default from either the default by Lessee or guarantor under any Schedule.

12. REMEDIES:

Upon the occurrence of any Event of Default, **hellospoke**, at its option, may declare the Schedule and such other Schedules as the **hellospoke**, at its option, may select, in default and exercise one or more of the following remedies (Remedies), each without any presentment, demand, protest, or further notice (all of which are hereby expressly waived by Lessee): (a) terminate this Equipment Lease and/or the Lease related to the Schedule declared in default and terminate Lessee's rights thereunder; and/or (b) proceed by appropriate suit action or other proceeding, at law or in equity, to enforce payment and performance by

Lessee of its covenants and other obligations under this Equipment Lease and the applicable Schedule, or to recover from Lessee or any and all guarantors, all damages and expenses that **hellospoke** shall have sustained by reason of Lessee's default or in the enforcement of the Remedies hereunder; and/or (c) recover all amounts due on or before the date **hellospoke** declared the applicable Schedule in default, plus, upon written notice from **hellospoke**, such party may accelerate the obligations of the Lessee under the Lease related to each Schedule in default and, at **hellospoke's** option, Lessee shall pay (i) the aggregate amount of all unpaid Basic Rents that, absent a default, would have been payable thereunder for the full term of such Lease plus any other obligations due or accrued hereunder (including without limitation interest accruing at the maximum rate allowed by law from the date of the default to the date of payment), plus the then Fair Market Value of the Equipment leased under the Schedule in Default, upon payment of which **hellospoke** shall transfer title to the Equipment to Lessee; or (ii) the sum of all unpaid Basic Rents that, absent a default, would have been payable thereunder for the full term of such Lease plus any other obligations due or accrued hereunder (including without limitation interest accruing at the maximum rate allowed by law from the date of the default to the date of payment), and Lessee shall, upon written demand by **hellospoke**, and at expense of Lessee, promptly return any or all Equipment leased under the Schedule or Schedules in default in accordance with Section 10 of this Equipment Lease, or **hellospoke** may, personally or by its agent, at its option and without any legal process, enter upon the premises where such Equipment is located and take immediate possession of and remove the same. The exercise of these remedies by **hellospoke** or Secured Party shall not constitute a termination of this Equipment Lease or any Schedule unless **hellospoke** so notifies Lessee in writing. Lessee shall be liable to **hellospoke** for all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by **hellospoke** in enforcing any of their rights and remedies set forth herein.

13. DISPOSITION OF EQUIPMENT UPON REPOSSESSION:

In the event that **hellospoke** repossesses the Equipment under Section 12 above, **hellospoke** may (a) lease the Equipment or any portion thereof, in such manner, for such time and upon such term(s) as **hellospoke** may reasonably determine or (b) sell the Equipment, or any portion thereof, at one or more public or private sales, in such a manner, and at such times and upon such terms as **hellospoke** may reasonably determine. In the event that **hellospoke** leases any such Equipment, any rentals received by **hellospoke** for the remaining Term (the period ending on the date when the Term for the Equipment would have expired if an Event of Default had not occurred) for such Equipment shall be applied to the payment of (i) all costs and expenses (including reasonable attorney's fees) incurred by **hellospoke** in retaking possession of, and removing, storing, repairing, and leasing such Equipment, and (ii) the rentals for the remainder of the Term and all other sums then remaining unpaid under this Agreement. The balance of such rentals, if any, shall be applied first to reimburse Lessee for any sums previously paid by Lessee and any remaining amounts shall be retained by **hellospoke**. All rentals received by **hellospoke** for the period commencing after the expiration of the Remaining Lease Term(s) shall be retained by **hellospoke**. Lessee shall remain liable to **hellospoke** to the extent that the aggregate amount of the sums referred to in clause (i) and (ii) above shall exceed the aggregate rentals received by **hellospoke** under such leases for the respective Remaining Lease Term(s) applicable to the Equipment covered by such leases. In the event that **hellospoke** shall sell or otherwise dispose of (other than pursuant to a lease) any such Equipment, the proceeds thereof shall be applied to the payment of (i) all costs and expenses (including reasonable attorney's fees) incurred by **hellospoke** in retaking possession of, and removing, storing, repairing, refurbishing and selling or otherwise disposing of such Equipment, (ii) the rentals accrued under this Agreement but unpaid up to the time of such sale or other disposition, (iii) any and all other sums (other than rentals) then owing to **hellospoke** by Lessee hereunder. The balance of such proceeds, if any, shall be applied to any remaining amounts shall be retained by **hellospoke**. Lessee shall remain liable to **hellospoke** to the extent that the aggregate amount of the sums referred to in clauses (i) through (iv) above shall exceed the aggregate proceeds received by **hellospoke** in connection with the sale or disposition of the Equipment.

14. SUBLEASE AND ASSIGNMENT:

Lessee may sublease the Equipment, or may assign its rights hereunder, in whole or in part, only with the prior written consent of **hellospoke**, which consent may be withheld or conditioned in **hellospoke's** sole and absolute discretion.

15. DISPUTE RESOLUTION:

(a) **ARBITRATION PROCEDURES. PLEASE READ THIS PROVISION CAREFULLY. EXCEPT AS SET FORTH BELOW, CUSTOMER AND HELLOSPOKE WILL ARBITRATE ANY DISPUTES OR CLAIMS IN ANY WAY ARISING FROM OR RELATED TO THE AGREEMENT, ANY BREACH OF THE AGREEMENT, OR THE PROVISION OF SERVICES, PRODUCTS, OR EQUIPMENT TO CUSTOMER, INCLUDING ANY BILLING DISPUTES ("CLAIM(S)"). CLAIMS SHALL BE SUBMITTED TO FINAL, BINDING ARBITRATION ADMINISTERED BY AMERICAN ARBITRATION ASSOCIATION ("AAA"). CUSTOMER HEREBY EXPRESSLY WAIVES THE CONSTITUTIONAL OR OTHER LEGAL RIGHT TO FILE A LAWSUIT OR HAVE A JURY**

TRIAL ON ANY CLAIMS. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THIS AGREEMENT TO ARBITRATE ALSO REQUIRES CUSTOMER TO ARBITRATE CLAIMS AGAINST OTHER PARTIES RELATING TO SERVICES OR PRODUCTS PROVIDED OR BILLED TO CUSTOMER IF CLAIMS ARE ASSERTED AGAINST HELLO**SPOKE** IN THE SAME PROCEEDING. ARBITRATION WILL BE CONDUCTED UNDER THE AAA'S PUBLISHED COMMERCIAL ARBITRATION RULES. CUSTOMER AND HELLO**SPOKE** AGREE TO BEAR THEIR OWN FEES, COSTS, AND EXPENSES, INCLUDING THOSE FOR ANY ATTORNEYS, EXPERTS, AND WITNESSES. THE PLACE OF ARBITRATION SHALL BE IN JEFFERSON COUNTY, KENTUCKY, U.S.A. THE LANGUAGE OF THE ARBITRATION SHALL BE ENGLISH.

(b) PREFILING NOTICE OF CLAIM. BEFORE INSTITUTING ARBITRATION PROCEEDINGS, CUSTOMER WILL PROVIDE HELLO**SPOKE** WITH AN OPPORTUNITY TO RESOLVE THE CLAIM BY SENDING A WRITTEN DESCRIPTION OF THE CLAIM TO HELLO**SPOKE** AT THE ADDRESS OR EMAIL ADDRESS BELOW. IF HELLO**SPOKE** IS NOT ABLE TO RESOLVE THE CLAIM WITHIN 30 DAYS OF RECEIPT OF NOTICE, THEN CUSTOMER OR HELLO**SPOKE** MAY INITIATE ARBITRATION PROCEEDINGS AS DESCRIBED IN SECTION 36.1. ALL CLAIM NOTICES SHOULD BE SENT TO: DIRECTOR OF CUSTOMER SERVICE, HELLO**SPOKE**, 118 EAST MAIN STREET, LOUISVILLE, KY 40202 -OR- CLAIMS@HELLO**SPOKE**.COM. CUSTOMER WILL NOT DEMAND ARBITRATION UNLESS CUSTOMER FOLLOWS THE FOREGOING PROCEDURES IN THIS SECTION 36.2 AND THIS SECTION 36.2 MAY BE PLEADED AS A FULL AND COMPLETE BAR AND DEFENSE TO, AND MAY BE USED AS A BASIS FOR AN INJUNCTION AGAINST, ANY ARBITRATION OR OTHER PROCEEDING INSTITUTED IN BREACH OF THIS SECTION.

(c) TIME LIMITATION. Customer acknowledges and agrees that regardless of any statute or law to the contrary, any arbitration proceeding arising from or related to this Agreement or the Services must be commenced within one (1) year after the earlier of (a) when such Claim accrued or arose or (b) termination of the Agreement or the Services, or be forever barred.

(d) PERSONAL JURISDICTION. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 36, Customer and hello**spoke** agree to submit to the personal and exclusive jurisdiction of the state and federal courts within Jefferson County, Kentucky, and waive any objection as to venue or inconvenient forum in such courts.

16. MISCELLANEOUS:

(a) General. hello**spoke** and Lessee acknowledge that there are no agreements or understandings, written, oral, or implied, between hello**spoke** and Lessee with respect to the Equipment, other than as set forth herein and in each Schedule, and that collectively this Equipment Lease and all Schedules executed pursuant hereto set forth the entire agreement between hello**spoke** and Lessee with respect thereto. Any titles or captions contained herein are for convenience only, and shall not be deemed part of the context of this Equipment Lease. Neither this Equipment Lease nor any Schedule may be altered, modified, terminated or discharged except by further written agreement executed by both parties. Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Equipment Lease which is not executed by hello**spoke** and which is in addition to or inconsistent with the terms and conditions herein shall not be binding upon hello**spoke** and shall not apply to this Equipment Lease. It is further agreed that the foregoing Lease supersedes all prior understandings, proposals and agreements relating to the Equipment for the Equipment Lease.

(b) No Waiver. No omission or delay by hello**spoke** at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms covenants, or provisions hereof by Lessee at any time designated, shall be a waiver of any such right or remedy to which hello**spoke** is entitled, nor shall it in any way affect the right of hello**spoke** to enforce such provisions thereafter.

(c) Binding Nature. Each Schedule shall be binding upon, and shall inure to the benefit of, hello**spoke**, Lessee and their respective successors, legal representatives and assigns.

(d) Survival of Obligations. All agreements, representations and warranties contained in this Equipment Lease, any Schedule, or in any document executed pursuant hereto or in connection herewith shall be for the benefit of hello**spoke** and any assignee, or the Lessee where approved by hello**spoke**, and shall survive the execution and delivery of this Equipment Lease and the expiration or other termination of this Equipment Lease.

(e) Return of Security Deposit. At the end of the Term, the Lessee shall return the Equipment as provided for in Paragraph 10. If the Lessee is not in default under the Lease, has no outstanding obligations to hello**spoke** at the end of the Term and has returned the Equipment in accordance with the Equipment Lease, hello**spoke** shall return the Security Deposit for the Schedule to the Lessee within 20 business days. A Security Deposit shall not be applied to any other outstanding obligations for the Schedule, due to hello**spoke** by Lessee at the end of the Term.

(f) Notices. Any notice, instruction, or consent to either party by the other which should or may be given hereunder shall be in writing and only shall be deemed received upon the earlier of receipt or three days after mailing if mailed postage prepaid by registered or certified mail at the address for such party set forth or at such changed address as may be subsequently submitted by written notice of either party.

(g) Applicable Law. This Equipment Lease has been and each Schedule will have been made, executed and delivered in the Commonwealth of Kentucky and shall be governed and construed in all respects by the laws of such state.

(h) Service of Process. Each party agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding.

(i) Severability. In the event any one or more of the provisions of this Equipment Lease and/or any Schedule for any reason shall be or become prohibited or unenforceable in any jurisdiction, such provision shall not invalidate or render unenforceable such provision in any other jurisdiction.

(j) Further Assurances. Lessee, upon execution of this Equipment Lease and thereafter upon execution of each Equipment Schedule, shall provide **hellospoke** financial statements and other such documentation as **hellospoke** may reasonably request.

IN WITNESS WHEREOF, **hellospoke** and Lessee have caused this Equipment Lease to be executed in their respective names by their duly appointed officers below as of the date first written above.