

GROUNDUP MAT SALES TERMS AND CONDITIONS

1. ENTIRE AGREEMENT; GOVERNING TERMS. These General Terms and Conditions (“**Terms and Conditions**”) govern all sales of mats (“**Goods**”) by GroundUP Ventures, LLC and its subsidiaries (collectively, “**Seller**”) to the customer identified in the applicable transaction (“**Buyer**”). Each written quotation, proposal, or price quote issued by Seller that attaches or references (including by URL) these Terms and Conditions (each, a “**Quote**”) constitutes an offer by Seller to sell the Goods described therein solely on these Terms and Conditions and the specific terms stated on the face of the Quote. Unless a different period is stated on the Quote, each Quote remains open for acceptance for 30 days from its date and may be withdrawn by Seller at any time prior to acceptance.

Buyer accepts Seller’s offer by any of the following: (a) signing the Quote; (b) issuing a purchase order or other writing that references the Quote; (c) paying any amount against the Quote; (d) providing production, shipping, or delivery instructions; or (e) accepting delivery of any Goods under the Quote. Upon Buyer’s acceptance, the “**Order**” consists of (i) the face of Seller’s Quote, (ii) any Seller order confirmation or sales order, and (iii) these Terms and Conditions (collectively, the “**Agreement**”). If there is any conflict between the Quote and the Terms and Conditions, the terms of the Quote shall control. Any terms in Buyer’s purchase order, request for proposal, or other documents that are additional to or different from this Agreement are objected to and rejected and shall not become part of the Agreement, and Seller’s shipment or other performance shall not be deemed acceptance of any such terms. If Buyer’s communication is deemed an offer, Seller’s acceptance is expressly limited to this Agreement. No amendment or modification of this Agreement is binding unless in a writing signed by both parties. No course of dealing, course of performance, or trade usage modifies this Agreement.

2. LIMITED WARRANTY; DISCLAIMER. Seller warrants solely to Buyer that Goods delivered under the Order will conform in all material respects to the description and quantity specified in the Order. **EXCEPT FOR THE FOREGOING LIMITED WARRANTY, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.** Buyer acknowledges that Seller is not the manufacturer of the Goods nor the manufacturer’s agent for any purpose. Seller will, to the extent assignable, pass through to Buyer any manufacturer’s warranty applicable to the Goods.

3. LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE

THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS.

4. INSPECTION AND REJECTION OF GOODS. Buyer must provide Seller with written notice of any rejection of the Goods, or any claim that the Goods are non-conforming, short, or damaged, within one (1) day after the Goods arrive at the destination specified in the Order (the "**Inspection Period**"). Any such notice must identify the alleged non-conformity and include reasonable supporting documentation requested by Seller. If Seller does not receive written notice within the Inspection Period, the Goods shall be deemed irrevocably accepted, and Buyer waives all claims relating to non-conformity, shortages, or damage. Buyer may not return any Goods without Seller's prior written authorization and return instructions. Buyer's sole and exclusive remedy for any non-conforming Goods shall be, at Seller's option, repair, replacement, or refund of the purchase price paid for the affected Goods.

5. TITLE AND RISK OF LOSS. Title to and risk of loss for the Goods shall pass to Buyer as follows: (a) if the Order specifies freight terms as "FOB Origin", "Origin" or "Customer Pickup" or words of similar meaning, title and risk of loss shall pass to Buyer upon Seller's delivery of the Goods to the first carrier; or (b) if the Order specifies freight terms as "Delivered" or words of similar meaning, title and risk of loss shall pass to Buyer upon delivery of the Goods at the destination specified in the Order. Unless otherwise set forth in the Order, for freight collect shipments, Buyer is responsible for all freight charges. Unless otherwise set forth in the Order, for freight prepaid shipments, Seller is responsible for all freight charges.

6. SECURITY INTEREST; FILINGS. Seller reserves and Buyer grants to Seller a purchase money security interest in the Goods, together with all accessions, replacements, and proceeds, until all amounts due are paid in full. Buyer authorizes Seller to file financing statements and amendments, without Buyer's signature, and agrees to promptly execute documents and take actions reasonably requested by Seller to perfect, maintain, or enforce such security interest.

7. TAXES. Buyer shall be responsible for all sales, use, excise, and other similar taxes, duties, and governmental charges of any kind imposed on or measured by any amounts payable under this Agreement or by Seller's use, possession, or transportation of the Goods. All prices are exclusive of such taxes and charges. Buyer shall pay or reimburse Seller for all such amounts upon demand. Buyer shall timely provide any resale or exemption certificates reasonably requested by Seller.

8. DEFAULT. If Buyer breaches or is otherwise in default under the Order or under any other agreement between Buyer and Seller, Seller may, at its option and without prejudice to any other rights or remedies available to Seller: (a) defer delivery of the Goods until Buyer's default is cured; (b) treat such default as a repudiation of the Order in its entirety; (c) resell the Goods and hold Buyer liable for all direct damages, costs, and expenses incurred by Seller as a result of Buyer's default, including reasonable attorneys' fees and costs of resale; (d) suspend or terminate any other

agreements with Buyer; (e) accelerate all amounts due from Buyer, which shall become immediately payable; (f) withhold further deliveries or shipments until Buyer cures the default; and/or (g) set off any amounts owed to Buyer against amounts Buyer owes to Seller. For purposes of the Order, Buyer's insolvency, assignment for the benefit of creditors, or commencement of bankruptcy or similar proceedings shall constitute a default under the Order.

9. FAILURE TO TAKE DELIVERY. Except as provided in Section 4, if Buyer fails or refuses to take delivery of the Goods or any part thereof when tendered by Seller, then, at Seller's option and without prejudice to any other rights or remedies available to Seller: (a) the undelivered Goods shall be held at Buyer's sole risk and expense in all respects, including, without limitation, storage, insurance, handling, and related costs; (b) Seller, acting as Buyer's agent and at Buyer's sole cost and expense, may store, insure, and/or otherwise protect such Goods, or may resell the Goods for Buyer's account and apply the proceeds (less all costs and expenses, including reasonable attorneys' fees) to amounts owed by Buyer; and (c) Buyer shall remain liable for the full purchase price of the Goods, together with all costs and expenses incurred by Seller as a result of Buyer's failure to take delivery, including, without limitation, storage, insurance, handling, resale, and attorneys' fees. Seller may, at its option, deem the Goods abandoned if not collected within thirty (30) days, and may dispose of them without further liability.

10. CANCELLATION Except as otherwise expressly provided in the Order, the Order may be cancelled or modified only by mutual written consent of Buyer and Seller. If Buyer is in default, including but not limited to failure to pay any previous invoice within credit terms as of the expected shipment date of the Goods, or if Seller receives adverse credit information regarding Buyer, Seller may, at its option and without liability, delay shipment and/or cancel the unshipped balance of the Order or any other outstanding orders. If Seller is unable to deliver the Goods within seven (7) business days after the scheduled delivery date for reasons other than a Force Majeure event, Buyer may, as its exclusive remedy, cancel the undelivered Goods from the Order and receive a credit or refund for the purchase price of such Goods. Seller shall not be liable for any other costs, damages, or losses arising from such cancellation or delay. Seller may charge a restocking fee for any cancelled Goods, as specified in the Order or Seller's policies.

11. FORCE MAJEURE. Seller shall not be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, pandemics, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, acts of God, or other similar or different occurrences beyond the reasonable control of Seller so defaulting or delaying in the performance of this Agreement, for so long as such force majeure event is in effect. If Seller experiences a force majeure event, Seller's time for performance shall be extended for the duration of the event, and Seller may, at its option, cancel all or part of the Agreement without liability. Buyer remains obligated to pay for Goods already delivered.

12. CREDIT APPROVAL. All sales are subject to Seller's credit approval, which may be granted, withheld, or revoked at Seller's sole discretion at any time.

13. ASSUMPTION OF LIABILITY. It is understood and agreed that Buyer assumes all risks and liabilities resulting from the use of the Goods. Seller neither assumes nor authorizes any person to assume for Seller any of the liability in connection with the sale or use of the Goods.

14. GOVERNING LAW AND VENUE. This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the state of Georgia, without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. Any legal suit, action, or proceeding arising out of this Agreement and all contemplated transactions shall be instituted exclusively in the state or federal courts located in Fulton County, Georgia. EACH PARTY IRREVOCABLY: (A) SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS; AND (B) WAIVES ANY OBJECTION TO SUCH COURTS BASED ON VENUE OR INCONVENIENCE; AND (C) WAIVES ANY RIGHT TO TRIAL BY JURY. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

15. ATTORNEYS' FEES. If it becomes necessary for any party to institute legal action to enforce the terms and conditions of this Agreement, the prevailing party shall be awarded reasonable attorney's fees, which shall include reasonable attorneys' fees for any appellate proceedings, including expenses and costs.

16. NO ASSIGNMENT. Buyer shall not assign this Agreement, either in whole or part, nor delegate performance hereunder without the express written consent of the Seller. Any assignment without required consent shall be null and void. Any Change of Control of Buyer shall be deemed an assignment requiring Seller's prior written consent. For purposes of this Agreement, "**Change of Control**" means, whether in one transaction or a series of related transactions: (a) the sale, transfer, or issuance of equity or other voting interests resulting in any person or group acquiring, directly or indirectly, the power to vote more than fifty percent (50%) of the voting securities or other voting interests of Buyer; (b) a merger, consolidation, reorganization, or similar transaction in which the holders of Buyer's voting securities immediately prior thereto own less than fifty percent (50%) of the voting securities of the surviving or resulting entity immediately thereafter; or (c) the sale or transfer of all or substantially all of Buyer's assets.

17. SEVERABILITY. If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

18. HEADINGS; CONSTRUCTION. The headings and captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either party regardless of which party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting party.

19. RIGHTS CUMULATIVE. The rights and remedies of the parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

20. SURVIVAL. Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either party to this Agreement.

21. NOTICE. All notices and other communications given or made pursuant to this Agreement shall be in writing (including electronic mail as permitted in this Agreement) and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified; (b) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address set forth in the Order or to such e-mail address or address as subsequently modified by written notice given in accordance with this Section.

22. WAIVER. Waiver of any term or right in this Agreement shall not be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

GROUNDUP MATS RENTAL AGREEMENT TERMS AND CONDITIONS

1. ENTIRE AGREEMENT; GOVERNING TERMS. These General Terms and Conditions (“**Terms and Conditions**”) govern all rentals of mats (“**Mats**”) by GroundUP Ventures, LLC and its subsidiaries (collectively, “**Lessor**”) to the customer identified in the applicable transaction (“**Lessee**”). Each written quotation, proposal, or price quote issued by Lessor that attaches or references (including by URL) these Terms and Conditions (each, a “**Quote**”) constitutes an offer by Lessor to rent the Mats described therein solely on these Terms and Conditions and the specific terms stated on the face of the Quote. Unless a different period is stated on the Quote, each Quote remains open for acceptance for 30 days from its date and may be withdrawn by Lessor at any time prior to acceptance.

Lessee accepts Lessor’s offer by any of the following: (a) signing the Quote; (b) issuing a purchase order or other writing that references the Quote; (c) paying any amount against the Quote; (d) providing production, shipping, or delivery instructions; or (e) accepting delivery of any Mats under the Quote. Upon Lessee’s acceptance, the “**Order**” consists of (i) the face of Lessor’s Quote, (ii) any Lessor order confirmation or rental order, and (iii) these Terms and Conditions (collectively, the “**Agreement**”). If there is any conflict between the Quote and the Terms and Conditions, the terms of the Quote shall control. Any terms in Lessee’s purchase order, request for proposal, or other documents that are additional to or different from this Agreement are objected to and rejected and shall not become part of the Agreement, and Lessor’s shipment or other performance shall not be deemed acceptance of any such terms. If Lessee’s communication is deemed an offer, Lessor’s acceptance is expressly limited to this Agreement. No amendment or modification of this Agreement is binding unless in a writing signed by both parties. No course of dealing, course of performance, or trade usage modifies this Agreement.

2. TERM OF RENTAL. The rental period (the “**Term**”) begins as follows: (a) if the Order specifies pickup by Lessee, the Term begins when Lessor makes the Mats available for pickup at the designated location, whether or not Lessee actually picks up the Mats; or (b) if the Order specifies delivery by Lessor, the Term begins when Lessor tenders the Mats for delivery at the destination specified in the Order, whether or not Lessee or its agent is present to accept delivery. The Term ends upon the later of (x) the ending date specified in the Order, or (y) the date the Mats are returned by Lessee to the designated return location and accepted by Lessor in accordance with Section 4. Any possession or use of the Mats beyond the Term is subject to all provisions of this Agreement, including continued payment obligations.

3. RENTAL PAYMENTS AND OBLIGATIONS. Lessee shall pay Lessor the charges for use of the Mats (“**Rent**”) at the rate set forth in the Order. Lessee shall pay all Rent and other amounts due to the address or account specified in the Order, or such other place or account as Lessor may designate in writing. Unless otherwise specified in the Order, all Lessor invoices are due and payable within fifteen (15) days after the invoice date. Any Rent or other amount not paid when due shall bear interest from the due date until paid in full at the lesser of 24% per annum or the maximum rate permitted by applicable law. Lessee’s obligation to pay Rent is absolute and unconditional and not subject to abatement, reduction, or early termination for any reason. Lessee shall pay Rent for the entire Term, even if the Mats are returned to Lessor before the scheduled end of the Term.

4. RETURN, INSPECTION, AND POST-RETURN OBLIGATIONS. Lessee shall return the Mats in good repair, good condition and working order, free of damage (ordinary wear and tear excepted). If, upon return, Lessor determines that the Mats are not in the required return condition, Lessee shall continue to pay Rent at the then-applicable daily rate for each day (or partial day) until the Mats are repaired, cleaned or replaced and Lessor confirms acceptance of the Mats in writing to Lessee. Lessee is responsible for all reasonable costs related to such inspection, repair, cleaning, or replacement as set forth in Section 11. Lessor shall inspect the returned Mats within fourteen (14) days of their return and notify the Lessee of any repair, cleaning or replacement. Lessee may have a representative present (i) during Lessor's inspection of the returned Mats, if it notifies Lessor in writing prior to Lessor's inspection of the Mats or (ii) at a follow-up inspection which must occur within three (3) days after Lessee's receipt of Lessor's inspection results.

5. SECURITY DEPOSIT. If required by the Order, Lessee shall deposit with Lessor a security deposit in the amount specified in the Order. Lessee shall not be entitled to any interest on the security deposit. Lessor may apply all or any portion of the deposit to cure any default by Lessee or to pay amounts due under this Agreement, without prejudice to other remedies. Any unapplied balance will be returned to Lessee within a reasonable time after the later of (a) expiration of the Term and (b) Lessee's full performance of its obligations.

6. TRANSPORTATION. Lessee is solely responsible for all costs and risks associated with transportation, loading, unloading, permits, licenses, hauling, assembly, installation, disassembly, and removal of the Mats, including any trucking or standby charges whenever incurred. Lessee bears all risk of loss or damage to the Mats during transit, regardless of carrier or method. Lessee shall provide timely written transport instructions for any delivery of Mats under an Order. If Lessee fails to do so, Lessor may deliver or arrange delivery to a reasonably convenient location based on information available to Lessor. At Term end, Lessee shall, at its sole cost and risk, return the Mats to the location specified in the Order or as otherwise directed in writing by Lessor. Upon reasonable notice to Lessee, Lessor may require return to a different location.

7. INSPECTION AND REJECTION OF MATS. Lessee must provide Lessor with written notice of any rejection of the Mats, or any claim that the Mats are non-conforming, short, or damaged, within one (1) day after the Mats arrive at the destination specified in the Order (the "**Inspection Period**"). Any such notice must identify the alleged non-conformity and include reasonable supporting documentation requested by Lessor. If Lessor does not receive written notice within the Inspection Period, the Mats shall be deemed irrevocably accepted, and Lessee waives all claims relating to non-conformity, shortages, or damage. Lessee may not return any Mats without Lessor's prior written authorization and return instructions. Lessee's sole and exclusive remedy for any non-conforming Mats shall be, at Lessor's option, repair, replacement, or refund the Rent paid for the affected Mats.

8. LOCATION OF MATS. Lessee may use the Mats solely in the performance of Lessee's business at the location specified in the Order. If no location is specified in the Order, Lessee may use the Mats only at Lessee's principal place of business. Lessee shall not relocate the Mats to any

other location without Lessor's prior written consent. Lessee shall pay Lessor a penalty of \$1,000 per day for each day the Mats are at an unauthorized location.

9. USE AND HANDLING OF MATS. Only qualified and properly trained personnel of Lessee may use, handle, install, move, or remove the Mats. All use, handling, or installation, must comply with manufacturer standards and all applicable laws, rules, regulations, and industry standards. Lessee shall not subject the Mats to improper, careless, needlessly rough, unsafe, or unauthorized use, or use in violation of any law or regulation. Without limiting the foregoing, Lessee shall not use the Mats for off-center loading, improper towing, pile driving, waterborne exposure (unless expressly authorized in writing by Lessor), subsea or offshore work, personnel lifting, mining, or any use beyond or outside manufacturer instructions, practices, rated limits, or capacities. Lessee shall not alter or modify the Mats, nor remove, obscure, cover, or change any numbering, lettering, insignia, or signage placed upon the Mats by Lessor. Lessee shall, at its sole cost, obtain and maintain all permits, licenses, authorizations, bonds, deposits, and other approvals required for rental, use, or possession of the Mats during the Term.

10. RISK OF LOSS. From Term commencement until the Mats are returned and accepted by Lessor in accordance with this Agreement, Lessee bears all risk of loss, theft, damage, or destruction (partial or complete) to the Mats from any cause whatsoever, whether or not insured and whether on site or in transit. Lessee's obligations to pay Rent and perform under this Agreement are absolute and unconditional and do not abate due to loss, damage, or non-use.

11. MAINTENANCE, DAMAGE, AND REPAIRS

11.1 Maintenance. Lessee shall, at its sole cost and expense, maintain the Mats in good repair, good condition, and working order, free from damage (ordinary wear and tear excepted), and in accordance with manufacturer specifications, prudent industry practice, and all applicable laws and regulations. Lessee shall regularly inspect the Mats for visible damage and maintain records relating to use, handling, and maintenance. If the Mats are damaged or defective, Lessee shall immediately cease use and notify Lessor.

11.2 Notice of Damage. Lessee shall notify Lessor in writing no later than twenty-four (24) hours after any loss, theft, damage (ordinary wear and tear excepted), defect, contamination, or incident involving the Mats. The notice must describe the nature, extent, date, location, and circumstances and include reasonable supporting documentation (e.g., photos, incident reports, witness statements).

11.3 Repairs and Replacement. Upon notice or discovery of loss, theft, damage, defect, or contamination of the Mats, Lessor, in its sole discretion, will determine the remedy as follows:

- (i) **Repair.** If Lessor determines in its sole discretion that it is commercially reasonable to repair the Mats, then Lessor shall repair the Mats. Lessor will decide whether repairs are performed by Lessor or by Lessee (to Lessor's written specifications). Lessee shall bear and pay Lessor for all repair costs. Parts, materials, and components installed become Lessor's property upon installation. Lessor may charge its standard markup for services.

- (ii) **Replacement.** If Lessor determines in its sole discretion that it is not commercially reasonable to repair the Mats, then Lessor shall replace the Mats. Lessee shall pay Lessor the then-current cost for Lessor to procure and deliver like-kind and quality mats.

11.4 Contamination. Contamination (e.g., oils, chemicals, concrete, aggregate embedment, biological or hazardous substances) is treated as damage. Lessee shall pay all reasonable cleaning, decontamination, testing, and disposal costs. If cleaning fails to restore the Mats to the required return condition or is impracticable, Lessor may elect to replace the Mats under Section 11.3.

11.5 Costs and Liability. Lessee is liable for and shall pay all costs, fees, and expenses of any kind reasonably incurred by Lessor in connection with the remedies elected under Section 11, including, inspection, transport, handling, cleaning, administrative, and storage costs. These amounts are in addition to Rent.

11.6 Cooperation; Investigations and Claims. Lessee shall cooperate fully with Lessor, insurers, and any third party designated by Lessor in any investigation, claim adjustment, or recovery proceeding related to an incident involving the Mats. Lessee shall bear all reasonable costs associated with investigations initiated by Lessor or its insurers during the Term; and shall preserve evidence; and shall provide access to locations and records; and assist in pursuit of claims against responsible parties.

11.7 No Unauthorized Disposal or Transfer. Lessee shall not discard, sell, scrap, transfer, or otherwise dispose of any damaged Mats without Lessor's prior written **consent**.

12. INDEMNITY. To the fullest extent permitted by law, Lessee shall indemnify, defend, and hold harmless Lessor, its affiliated entities and businesses, and their respective directors, officers, managers, employees, agents, successors, and assigns (collectively, "**Indemnitees**") from and against any and all claims, suits, liabilities, losses, judgments, settlements, actions, damages, fines, penalties, costs, expenses, and fees of any kind or nature, including but not limited to personal injury, death, property damage, attorneys' fees, and court or arbitration costs, howsoever caused, arising out of, relating to, or in connection with, directly or indirectly, the Agreement and Mats rented hereunder to Lessee, including but not limited to: (a) the transportation, handling, loading, unloading, condition, use, placement, storage, maintenance, repair, removal, or disposal of the Mats; (b) any breach of this Agreement by Lessee or its employees, contractors, or agents; (c) any inaccuracy in or breach of any representation, warranty, or covenant of Lessee contained in this Agreement; or (d) any assertion of infringement or misappropriation of patent, trade secret, trademark, copyright, or other intellectual property rights of third parties arising from Lessee's use or possession of the Mats.

13. INSURANCE. Lessee shall procure and maintain, at its sole cost and expense, the following insurance coverages, and any other insurance required by applicable Laws, during the Term (including while Mats are transported to and from Lessee) and shall furnish Lessor with certificates of such insurance no later than five (5) days after the date of Lessee's execution of this Agreement but in any event, before taking delivery of the Mats. These certificates shall certify that Lessee is

protected during the Term with: (a) worker's compensation and employer's liability insurance, including Jones Act and U.S. Longshoremen and Harbor Workers Compensation Act ("LHWCA") coverages, as applicable, with limits of at least the applicable statutory minimum or \$1,000,000, whichever is greater; (b) primary non-contributory commercial general liability insurance on an occurrence basis, including bodily injury and property damage coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000, in the aggregate; (c) excess/umbrella non-contributory insurance in the amount of \$5,000,000 (endorsed so that such insurance is primary to all of Lessor's insurance policies); (d) inland marine (or "All Risk") physical damage insurance to cover the full replacement cost value of the Mats listed in the Order, or if not specified in the Order, the Replacement Cost Value as reasonably determined by Lessor based on then-current market pricing for like-kind and quality mats ("**Replacement Cost Value**"), for any loss or damage from any and all causes, including but not limited to, overloading, misuse, fire, theft, flood, explosion, overturn, accident, and acts of God occurring during the Term; and (e) as applicable, for Mats transported over water with Lessor's prior written consent, marine cargo insurance to cover the full Replacement Cost Value of the Mats listed on the Agreement. All policies are to be written by insurance companies acceptable to Lessor. Lessor shall be named additional insured on Lessee's general liability and umbrella / excess policies (primary and non-contributory; form at least as broad as ISO CG 20 10 and CG 20 37 or their equivalents) and loss payee on Lessee's inland marine / property policy covering the Mats. All policies required to be maintained by Lessee pursuant to this Agreement shall be endorsed to require the insurer to give thirty (30) days advance notice to Lessor prior to cancellation or lowering of policy limits. All insurance provided by or through Lessee shall be primary and non-contributory to any insurance maintained by Lessor. In the event of any loss or damage to the Mats, all proceeds of property damage insurance shall be made payable directly to Lessor. Lessee's obligations under this Agreement to indemnify and defend Lessor or any Indemnitees are in addition to, and not an alternative to, these insurance provisions, and the purchase of any of the above coverages shall not operate to waive or limit any Lessee indemnity obligation. Any self-insurance must be approved in writing in advance by Lessor.

14. WAIVER OF SUBROGATION. To the fullest extent permitted by law, Lessee, on behalf of itself, its insurers, and any other parties claiming through Lessee, waives any and all rights of subrogation, lien, or right of recovery against Lessor, the Mats, and Lessor's insurers, financing sources, affiliates, employees, agents, officers, directors, successors, and assigns. This waiver applies to, without limitation, claims under workers' compensation, employer's liability, commercial general liability, property, inland marine, contractor's equipment floater, or any other insurance maintained by Lessee, and to any claims for bodily injury, property damage, or other loss or expense. Lessee shall provide notice of this waiver to its insurers and shall cause all applicable policies and certificates to include endorsements giving effect to this waiver. For purposes of this Section, any deductible or self-insured retention is deemed insurance. If any insurer or third party fails to honor this waiver and asserts subrogation or lien rights against Lessor or Lessor's insurers, Lessee shall defend, indemnify, and hold Lessor harmless from any resulting loss, cost, or expense. Lessee's obligations under this Section survive expiration or earlier termination of this Agreement.

15. EVENTS OF DEFAULT AND REMEDIES.

15.1. Events of Default. Each of the following shall constitute an “**Event of Default**” under this Agreement: (a) Lessee fails to pay any Rent or other amount due under this Agreement when due; (b) Lessee fails to perform or observe any other term, covenant, or condition of this Agreement, and such failure continues for ten (10) days after written notice from Lessor; (c) Lessee (i) becomes insolvent, (ii) is generally unable to pay, or fails to pay, its debts as they become due, (iii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy, (iv) makes or seeks to make a general assignment for the benefit of creditors, or (v) applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property or business; and (d) any representation or warranty made by Lessee in this Agreement is untrue or misleading in any material respect when made or deemed made.

15.2. Remedies. If an Event of Default occurs, Lessor may, in its sole discretion, exercise one or more of the following remedies, in addition to any rights or remedies available at law or in equity: (a) declare this Agreement in default and terminate it in whole or in part; (b) take possession of, or render unusable, any Mats wherever located, without demand or notice, without court order or other process of law, and without liability to Lessee for any damages resulting from such action; (c) require Lessee to deliver the Mats in the condition required under this Agreement to a location designated by Lessor, and for each day Lessee fails to return the Mats, Lessor may demand an amount equal to the daily Rent for such Mats, prorated on the basis of a thirty-day month, in effect immediately prior to such Event of Default; (d) proceed by court action to enforce performance by Lessee of this Agreement and/or to recover all damages and expenses incurred by Lessor by reason of any Event of Default; (e) sell, lease, or otherwise dispose of any or all of the Mats at public or private sale, with or without notice to Lessee or advertisement, and apply the net proceeds (after deducting all expenses, including legal fees and costs) to the amounts owed to Lessor under this Agreement; Lessee shall remain liable for any deficiency that remains after any sale or lease of such Mats; (f) exercise any other right or remedy available to Lessor under this Agreement, at law, in equity, or otherwise. All rights and remedies of Lessor are cumulative and not exclusive. The exercise by Lessor of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available to Lessor.

16. TITLE. Lessee acknowledges that this Agreement is intended to be a true lease, and authorizes Lessor to file financing statements or other documents to give public notice of Lessor’s interest in the Mats. Title to the Mats shall remain at all times with Lessor. Lessee shall keep the Mats free from all liens, claims, or other encumbrances, and shall promptly notify Lessor of any such filing and discharge it at Lessee’s expense. If this Agreement is deemed by a court of competent jurisdiction to be a security agreement, Lessee grants Lessor a purchase money security interest in the Mats to secure all obligations of Lessee to Lessor, including those under this Agreement.

17. TAXES. Lessee shall be responsible for all sales, use, excise, and other similar taxes, duties, and governmental charges of any kind imposed on or measured by any amounts payable under this Agreement or by Lessee’s rental, use, possession, or transportation of the Mats. All prices and Rent are exclusive of such taxes and charges. Lessee shall pay or reimburse Lessor for all such amounts upon demand.

18. NO WARRANTIES. THE MATS ARE RENTED “AS IS.” LESSOR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE MATS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OF THE MATS NOR THE MANUFACTURER’S AGENT FOR ANY PURPOSE.

19. LIMITATION OF LIABILITIES. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT LESSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL LESSOR’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO LESSOR FOR THE MATS IN THE PREVIOUS THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

20. ASSUMPTION OF LIABILITIES. LESSEE ACKNOWLEDGES AND ASSUMES ALL RISKS ASSOCIATED WITH THE OPERATION, USE, HANDLING, AND POSSESSION OF THE MATS.

21. RENTALS OUTSIDE THE UNITED STATES. If the Mats are transported to or from Canada or any other country, Lessee (or its subsidiary or affiliate) shall serve as the importer of record and exporter of record, unless otherwise agreed in writing by Lessor. Lessee is solely responsible for compliance with all import, export, and re-export requirements associated with transporting the Mats outside or back into the United States. This includes obtaining, completing, and filing all permits, licenses, registrations, declarations, certificates, and other documentation required by U.S. Customs and Border Protection, the Canada Border Services Agency, and any other applicable foreign or domestic authority. Lessee shall provide Lessor with copies of all such filings upon request. All costs, expenses, duties, tariffs, taxes, brokerage fees, and governmental charges associated with importing, exporting, or re-exporting the Mats, as well as any delays in customs clearance, shall be borne solely by Lessee. Lessee shall ensure all export, import, and re-export activities comply with all applicable U.S. and foreign laws and regulations and shall ensure that no unauthorized transfers, diversions, or disposals of the Mats occur. Lessee shall perform all inspections and maintain all insurance required by applicable law for the Mats’ transport, use, and presence outside the United States.

22. FORCE MAJEURE. Lessor shall not be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, pandemics, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, acts of God, or other similar or different occurrences beyond the reasonable control of Lessor so defaulting or delaying in the performance of this Agreement, for so long as such force majeure event is in effect. If Lessor experiences a force majeure event, Lessor's time for performance shall be extended for the duration of the event, and Lessor may, at its option, cancel all or part of the Agreement without liability. Lessee remains obligated to pay for Mats already delivered or rented.

23. GOVERNING LAW AND VENUE. This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the state of Georgia, without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. Any legal suit, action, or proceeding arising out of this Agreement and all contemplated transactions shall be instituted exclusively in the state or federal courts located in Fulton County, Georgia. EACH PARTY IRREVOCABLY: (A) SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS; AND (B) WAIVES ANY OBJECTION TO SUCH COURTS BASED ON VENUE OR INCONVENIENCE; AND (C) WAIVES ANY RIGHT TO TRIAL BY JURY. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

24. ATTORNEYS' FEES. If it becomes necessary for any party to institute legal action to enforce the terms and conditions of this Agreement, the prevailing party shall be awarded reasonable attorney's fees, which shall include reasonable attorneys' fees for any appellate proceedings, including expenses and costs.

25. NO ASSIGNMENT. Lessee shall not assign this Agreement, either in whole or part, nor delegate performance hereunder without the express written consent of the Lessor. Any assignment without required consent shall be null and void. Any Change of Control of Lessee shall be deemed an assignment requiring Lessor's prior written consent. For purposes of this Agreement, "**Change of Control**" means, whether in one transaction or a series of related transactions: (a) the sale, transfer, or issuance of equity or other voting interests resulting in any person or group acquiring, directly or indirectly, the power to vote more than fifty percent (50%) of the voting securities or other voting interests of Lessee; (b) a merger, consolidation, reorganization, or similar transaction in which the holders of Lessee's voting securities immediately prior thereto own less than fifty percent (50%) of the voting securities of the surviving or resulting entity immediately thereafter; or (c) the sale or transfer of all or substantially all of Lessee's assets.

26. NO SUBLEASE. Lessee shall not sublease, lend, bail, permit, or otherwise allow any third party to use or possess the Mats without Lessor's prior written consent.

27. SEVERABILITY. If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

28. HEADINGS; CONSTRUCTION. The headings and captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either party regardless of which party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting party.

29. RIGHTS CUMULATIVE. The rights and remedies of the parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

30. SURVIVAL. Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either party to this Agreement.

31. NOTICE. All notices and other communications given or made pursuant to this Agreement shall be in writing (including electronic mail as permitted in this Agreement) and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified; (b) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address set forth in the Order or to such e-mail address or address as subsequently modified by written notice given in accordance with this Section.

32. WAIVER. Waiver of any term or right in this Agreement shall not be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

33. MISCELLANEOUS. Lessor may withhold delivery of the Mats until all required insurance certificates are delivered by Lessee. Acceptance of delivery and use of the Mats by Lessee constitutes acceptance of the terms and conditions of this Agreement. Lessor reserves the right to substitute similar Mats for the Mats listed in the Agreement based on availability, and the terms of this Agreement shall apply to any substituted Mats without the need for further documentation.