

PRIME TO GO RENTAL AGREEMENT

Customer's Name: Example Company
Customer's Address: 1 Example Blvd.

Example Town XX 00000

Contact: Example Contact

Phone: (555) 555-1212, Ext. . Fax: (555) 555-1212

Type of Rental Term: Monthly Weekly Daily

Term of Rental Agreement: TO

Date of Rental Agreement: 10/20/2004

Equipment Rented: 2 Month Rental of:
(1) AVID Media Composer 9000 XL, 144 Gigs, (2) 20" High Resolution Monitors, UVW-1800 Beta SP Deck, Mackie Audio Mixer, Photoshop/After Effects, Speakers, 13" NTSC Monitor, All AVID Peripherals ,

Payment Terms: Total Cost is \$2.

2 Month Rental of:

(1) AVID Media Composer 9000 XL, 144 Gigs, (2) 20" High Resolution Monitors, UVW-1800 Beta SP Deck, Mackie Audio Mixer, Photoshop/After Effects, Speakers, 13" NTSC Monitor, All AVID Peripherals costing \$1. Shipping and handling costing \$1.

Tax exempt certificate has been provided or the client is out of state. Client has agreed to provide us with an insurance certificate naming Prime To Go loss payee. Certificate of insurance should evidence rental equipment and special form including theft, transit, and electrical arching.

Additional Notes:

System Location (see paragraph (4)): Equipment will be shipped to same address as above.

BY SIGNING THIS AGREEMENT, I HAVE REVIEWED AND AGREE TO ALL OF THE TERMS OF THIS CONTRACT. IN ADDITION, IF PAYMENT IS BEING MADE BY CREDIT CARD, BY SIGNING THIS AGREEMENT I AUTHORIZE PRIME TO GO TO CHARGE MY CREDIT CARD FOR THIS AND ALL FUTURE RENTALS OF THIS EQUIPMENT. I ALSO GIVE PERMISSION FOR A PERSONAL CREDIT CHECK.. Technical Support: Unlimited Technical Support is included during business hours E.S.T. It is the clients responsibility to test the equipment when received and notify Prime To Go *within the day received* about any problems that may be occurring.

PRIME TO GO:

By: Justin Menzel

By:

Signed _____

Signed Example Contact

Dated: 10/20/2004

Dated:

Prime To Go ("Prime") agrees to lease to the customer identified above (the "Customer") a system (the "System"), including the equipment listed on Schedule "A" (the "Equipment") and the Software and the Documentation described in paragraph (6) below and agrees to grant to Customer a non-exclusive license (the "License") as described below, for the charges set forth on Schedule "B" (the "Charges") and for the term set forth above and under the terms and conditions set forth in this Rental Agreement (the "Lease"). Customer agrees to lease the System from Prime and to pay the Charges and to otherwise comply with all the terms and conditions of the Lease.

1. **Term.** This Lease shall be effective when signed by both parties and shall be for the term set forth above. The Charges shall commence on the date that the System is delivered to Customer if the Equipment is to be delivered or on the first day of the term of the Lease as set forth above if the Equipment is to be used at Prime's place of business. Customer shall immediately advise Prime if the System or any of its components is not in satisfactory operating condition on the delivery date. Time is of the essence of each and every provision of this Lease. Prime shall not be responsible for delays beyond its reasonable control.

2. **Rental Charges.** If this is a Monthly Rental, Customer shall pay the charges for the first month when this Lease is signed and thereafter, as long as the Lease continues in effect, shall pay the Charges to Prime in advance each month on the monthly due date set forth above. If this is a Weekly Rental, Customer shall pay the Charges for the first week when the Lease is signed and thereafter, as long as the Lease continues in effect, shall pay the Charges to Prime in advance each week on the weekly due date set forth above. If this is a Daily Rental, Customer shall pay the Charges for the first day when this Lease is signed and thereafter, as long as the Lease continues in effect, shall pay the Charges to Prime in advance each day. If the entire System is not returned to Prime by the last day of the Lease term, Customer shall continue to pay pro-rated Charges until the entire System is received by Prime. Prime may increase the Charges if the entire System is not received within fifteen days after the end of the Lease term. Late payments shall be subject to a late fee of eighteen percent per year or the highest rate permitted by law, whichever is lower.

3. **Use.** Customer shall use the System in a careful and proper manner and shall comply with and conform to all applicable federal, state and local statutes, ordinances, rules and regulations in any way relating to the possession, use or maintenance of the System. Customer assumes sole responsibility for any necessary installation of the System at Customer's premises. Customer shall be responsible for obtaining all permits or licenses required in connection with the leasing, shipment, installation and use of the System.

4. **Location.** During the term of this Lease, if the System Location is other than Prime's place of business, the System shall be located at the location specified above when not in actual use. If the System Location is Prime's place of business, the system shall not be removed from that location without Prime's express written consent.

5. **Ownership.** The System shall remain Prime's property and may be removed by Prime at any time after termination of this Lease. Customer shall have no right, title or interest in the System, except as expressly set forth in this Lease. Notwithstanding Prime's ownership, Customer shall execute a financing statement and/or any other documents Prime deems reasonably necessary to evidence its interest in the System and any of those documents may be filed or recorded by Prime, at Customer's expense.

6. **Grant of License.** Customer acknowledges that the System it is leasing is a system that contains confidential and proprietary property including computer software that is either owned by Prime or licensed by Prime from the owner. Customer's confidentiality obligations with respect to this property are set forth in paragraph (7) (e). Prime hereby grants to Customer, and Customer hereby accepts from Prime, a non-exclusive, nontransferable and nonassignable license (the "License"), without the right to sublicense, to use in object code form only the computer program (s) set forth in Schedule "A" (the "Software") and the related documentation set forth in Schedule "A" (the "Documentation") on the Equipment, for the Customer's internal purpose only, provided, however, that this Lease does not grant Customer any title or right of ownership in the Software or Documentation. Upon termination of this Lease, the License shall terminate. Customer shall cease using the Software immediately upon the termination of this Lease. In addition, Customer promptly shall deliver the original and all copies of the Software and the Documentation, including, without limitation, partial copies, to Prime.

7. Intellectual Property rights.

a. Prime has been given the right to grant all or any portion of the License not owned by Prime by its owner, as set forth on Schedule "A" (the "Licensor"). Title to and ownership of the Software and Documentation and all copies, whether partial or complete, as well as proprietary rights in and appurtenant to the Software and Documentation, including without limitation copyright, patent and trade secret rights, are and shall remain the sole property of Prime and/or the Licensor. Customer shall have only the limited use rights specifically granted by this Lease and the License. Customer shall not take any action inconsistent with the title and ownership of Prime or the Licensor.

b. Customer shall not, directly or indirectly, modify, enhance, disassemble, reverse assemble, decompile, reverse compile, recreate or generate all or any portion of the Software.

c. Customer shall make no copy of the Software or the Documentation, except that Customer may make one copy of the Software solely for back-up purposes. Any copy shall be the property of Prime, subject to the terms of this Lease.

d. Customer shall include and shall not remove or alter any trade secret, copyright, proprietary and/or other legal notices contained on or in any Software or Documentation, whether they are those of Prime or of the Licensor.

e. Customer shall treat and safeguard all confidential information at least in the same manner as it treats and safeguards its own similar confidential and proprietary information. Customer shall take all reasonable steps (i) to safeguard the Software and the Documentation, (ii) to ensure that its employees keep the Software and the Documentation confidential, (iii) to ensure that no unauthorized persons have access to either and (iv) to ensure that no persons authorized to have access shall take any action which would be prohibited by this Lease if taken by Customer. Customer shall not disclose, provide or otherwise make available, directly or indirectly, any confidential information in Customer's possession or all or any portion of the Software or the Documentation to any person other than a permanent employee of Customer who needs to have access to that information, Software or Documentation to carry out the employee's duties and who has signed a written agreement to maintain the confidentiality of that information or property.

8. Insurance And Taxes.

a. Customer shall keep the System insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof as determined by Prime. Customer shall also carry public liability and property damage insurance covering the System. All this insurance shall be in the form and amount and with companies approved by Prime and shall name Prime as an additional insured. Customer shall pay the premiums for this insurance and shall deliver duplicate policies to Prime. Each insurer shall agree, by endorsement on the policy issued by it or by independent instrument furnished to Prime, that it will give Prime thirty days written notice before the policy in question shall be altered or cancelled. The proceeds of the insurance, at the option of Prime, shall be applied:

(i) toward the replacement, restoration or repair of the System; or

(ii) toward payment of Customer's obligations under this Lease. Customer hereby appoints Prime as Customer's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts for loss or damage under any of these insurance policies.

b. Customer shall keep the System free and clear of all levies, liens and encumbrances other than those contested which as result of the contest do not adversely threaten Prime's title to the System. Customer shall pay when due all license fees, registration fees, assessments, charges and taxes (municipal, state and federal) which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession or use of the System, excluding, however, all taxes on or measured by Prime's income.

c. In case of failure of Customer to procure or maintain the insurance or to pay the fees, assessments, charges and taxes, as above specified, Prime shall have the right, but shall not be obligated, to purchase that insurance, or pay those fees, assessments, charges and taxes, as the case may be. If Prime makes those payments, those amounts shall be a demand obligation owing by Customer to Prime together with interest at the rate of eighteen percent per annum or the highest rate permitted by law, whichever is lower, from

the date of outlay to the date of reimbursement.

9. **Repairs.** Customer shall immediately notify Prime if any component of the System ceases functioning properly. Prime shall, at its option, either (i) arrange for the repair or correction of the component and/or the System or (ii) instruct Customer to do so. Prime shall make the determination (i) whether the problem falls within the manufacturer's warranty; constitutes a defect; or constitutes a problem which existed at the inception of the Lease, in any of which events Prime shall be responsible for the cost of repair or correction or (ii) whether the problem was caused by something else, including but not limited to catastrophe, fault, misuse, abuse or negligence of Customer; improper or unauthorized use or repair of the System; use of the System in a manner for which it was not designed; causes external to the System such as, but not limited to, power failure or electric power surges; use of the System in combination with equipment or Software not supplied by Prime; or normal wear and tear attributable to Customer, in any of which events, Customer shall be responsible for the cost of repair or correction. Prime may require that the System, or its component parts, be shipped to Prime's offices or elsewhere and returned to Customer, at Prime's expense, for service to be performed. If Prime determines that the system, or its component parts, for which Customer has requested service are not eligible for service at Prime's expense, Customer shall pay or reimburse Prime for all costs of investigating and responding to that request at the then prevailing time and material rates of Prime and/or the repairer. If Prime provides repair service or replacement parts that are not Prime's responsibility to provide under this paragraph, Customer shall pay Prime at the then prevailing time and material rates of the supplier of those parts and/or services.

10. **Inspection.** Prime shall, at any and all times during business hours, have the right to enter into and on the premises where the system or any component may be located for the purpose of inspecting it or observing its use. Customer shall give Prime immediate notice of any attachment or other judicial process affecting any part of the System and shall, whenever requested by Prime, advise Prime of the exact location of the System.

11. **Accidents.** Customer shall immediately notify Prime of each accident arising out of the alleged or improper use, manufacturing, functioning or operation of any component of the System and any other information reasonably requested by Prime relating to any accident or claim and Customer shall together with Customer's employees aid in the investigation and defense of any claims and shall aid in the recovery of damages from third persons liable for damage to the System.

12. **Risk of Loss.** Customer hereby assumes and shall bear the entire risk of loss and damage to the System and its components from any and every cause. No loss or damage to the System or any part thereof shall impair any obligation of Customer under this Lease and the Lease shall continue in full force and effect. In the event of loss or damage of any kind to any component of the System, at Prime's option, Customer shall either; (i) place the System in good repair, condition and working order by a repairer approved by Prime; or (ii) pay Prime the cost to replace the System with like equipment in good repair, condition and working order.

13. **Alterations.** Without the prior written consent of Prime, Customer shall not make any alterations, additions or improvements to the System,. All additions and improvements of whatsoever kind or nature made to the System shall belong to and become the property of Prime on the termination of this Lease.

14. **Transportation Charges/Surrender.** Prime shall at its discretion make all arrangements for transportation and delivery of the System to Customer and, on the expiration or earlier termination of this Lease, for the return of the System to Prime. The Charges to Customer shall be reflected on Schedule "B".

15. **No Warranties.** PRIME MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM, THE EQUIPMENT, THE SOFTWARE OR THE DOCUMENTATION, OR ANY COMPONENT PARTS THEREOF, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE MAXIMUM AGGREGATE AMOUNT OF MONEY DAMAGES FOR WHICH PRIME MAY BE LIABLE TO CUSTOMER (OR THOSE CLAIMING UNDER CUSTOMER) UNDER OR RELATING TO THIS LEASE OR THE GRANT OF THE LICENSE UNDER THIS LEASE, RESULTING FROM ANY CAUSE WHATSOEVER OR UNDER ANY THEORY OF LIABILITY, SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO PRIME UNDER THIS LEASE. NOTWITHSTANDING THE FOREGOING, PRIME SHALL NOT BE LIABLE FOR ANY INJURY OR DAMAGE TO CUSTOMER OR THOSE CLAIMING UNDER CUSTOMER RESULTING FROM THE SYSTEM, EQUIPMENT, SOFTWARE OR DOCUMENTATION, THE LEASING THEREOF OR THE LICENSE GRANTED UNDER THIS LEASE, INCLUDING WITHOUT LIMITATION, (A) THE USE, POSSESSION, FUNCTION, OPERATION, MAINTENANCE, SELECTION, DELAY, DELIVERY, PERFORMANCE, NON-PERFORMANCE, ADEQUACY

FOR ANY PURPOSE, OPERATION OR RETURN OF THE SYSTEM, EQUIPMENT, SOFTWARE OR DOCUMENTATION BY ANY PERSON; (B) ANY DEFICIENCY OR DEFECT OR ANY INTERRUPTION OR LOSS OF SERVICE, USE OR PERFORMANCE OF THE SYSTEM, EQUIPMENT, SOFTWARE OR DOCUMENTATION OR LOSS OF DATA; OR (C) ANY LOSS OF BUSINESS, PROFITS, GOODWILL OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE WHETHER OR NOT RESULTING FROM ANY OF THE FOREGOING.

16. Assignments.

a. Customer shall not, without the prior written consent of Prime: (i) assign, transfer, pledge or hypothecate this Lease, the System or any part of it, or any interest in it; (ii) sublet or lend the System or any part of it; (iii) transfer or sublicense the License; or (iv) permit the System or any part of it to be used by anyone other than Customer or Customer's employees who are qualified to operate it. Consent to any of these prohibited acts applies only in the given instance and is not a consent to any subsequent similar act by Customer or any other person.

b. Customer acknowledges that the terms and conditions of this Lease have been fixed in anticipation of the possible assignment of Prime's rights under this Lease and in and to the System as collateral security to a third party (the "Assignee"), which will rely on and be entitled to the benefit of the provisions of this Lease. Customer agrees with Prime and the Assignee to recognize in writing any assignment within ten days after receipt of written notice and to pay thereafter all sums due Prime under this Lease directly to the Assignee as directed by it. No such assignment will transfer to the Assignee any of Prime's obligations under this Lease, as to all of which Prime will remain responsible, and any such assignment will be subject to Customer's rights to use and possession of the System under this Lease so long as Customer is not in default under this Lease.

17. Indemnity. Customer will indemnify and hold Prime harmless from and against all claims, suits, loss, cost and liability, including attorney's fees and court costs suffered by Prime (a) by reason of any breach, violation or non-performance of any obligation of Customer under this Lease or (b) on account of injury or damage to person or property to the extent that the damage or injury may be incident to, arise out of or be caused, either proximately or remotely, wholly or in part, by any act, omission, negligence or misconduct on the part of Customer or any other person using the System or any component under or with the express or implied invitation or permission of Customer or when the injury or damage is the result, proximate or remote, wholly or in part, of the violation by Customer or anyone acting under or on behalf of Customer of any law, ordinance or governmental order of any kind, or when the injury or damage may in any other way arise or result from or be connected with the System or any component. If Prime is made a party to any litigation commenced by or against Customer or relating to this Lease or to the System or any component, then Customer shall pay all costs and expenses, including attorney's fees and court costs, incurred by Prime by virtue of that litigation and the amount of all those costs and expenses, including attorney's fees and court costs, shall be a demand obligation owing by customer to Prime together with interest at the rate of eighteen percent per annum or the highest rate permitted by law, whichever is lower, from the date of outlay to the date of reimbursement.

18. Non-Waiver. No covenant or condition of this Lease can be waived except by the written consent of Prime. Forbearance or indulgence by Prime in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Customer to which the same may apply, and until complete performance by Customer of the covenant or condition, Prime shall be entitled to invoke any remedy available to Prime under this Lease or by law or in equity despite the forbearance or indulgence.

19. Remedies.

a. Should Customer default in the payment of any Charges or any other sum of money due to Prime or in the performance of any other of its obligations under this Lease for a continuous period of five days after receipt by Customer of written notice thereof from Prime, then in any such event, Prime may at its option:

(i) terminate this Lease as to any or all items of the System and Equipment, including its license of the Software and the Documentation;

(ii) take possession of any or all items of the System, without demand or notice, wherever they may be located, without any court order or other process of law; Customer hereby waives any and all damages occasioned by that taking of possession unless caused by Prime's willful misconduct; any such taking of possession shall not constitute termination of this Lease as to any or all items of the system unless Prime

expressly so notifies in writing;

(iii) sell, dispose of, hold, use or lease any component of the System as Prime in its sole discretion may decide, and Customer shall remain liable for the remaining unpaid Charges for the balance of the term of this Lease and for other sums payable by Customer in accordance with this Lease;

(iv) declare the entire amount of Charges under this Lease immediately due and payable as to any or all components of the System, without notice or demand to Customer;

(v) sue for and recover all Charges and other payments, then accrued or thereafter accruing, with respect to any or all items components of the System; and

(vi) pursue any other remedy at law or in equity.

b. Notwithstanding any repossession, or any other action which Prime may take, Customer shall be and remain liable for the full performance of all obligations on the part of Customer to be performed under this Lease. If Prime is required to bring any action to enforce the terms of this Lease, it shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

20. **Bankruptcy.** Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against Customer, or if Customer is adjudged insolvent, or if Customer makes any assignment for the benefit of its creditors, or if a writ of attachment or execution is levied on any item or component of the System, or if a receiver is appointed in any proceeding or action to which Customer is a party with authority to take possession or control of any item or component of the System, then in any of those events, Prime shall have and may exercise any one or more of the remedies set forth in paragraph (19) above; and this Lease shall, at the option of Prime on notice to Customer, immediately terminate and shall not be treated as an asset of Customer after the exercise of that option.

21. **Concurrent Remedies.** No right or remedy in this Lease conferred upon or reserved to Prime is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given under this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

22. **Notices.** Any notice required to be given under this Lease: (i) to Prime, shall be mailed to Prime, postage prepaid, certified mail, return receipt requested; (ii) to Customer, shall be mailed to Customer, postage prepaid, regular first class mail, in either event to the addresses set forth in this Lease or those other places as the parties may from time to time hereafter designate in writing. The notice shall be deemed received by Prime, on the date indicated on the return receipt card and by Customer, two days after being mailed.

23. **Force Majeure.** Prime shall be excused for its failure to perform hereunder due to any contingency beyond its reasonable control, including acts of God, fire, explosion, accident, flood, embargoes, war, riot, sabotage, strikes, lockouts, labor disputes or shortages, delay or failure of contractors or suppliers of material, equipment or computer time, delay or failure of carriers, or any contingency, delay, failure or cause beyond its control, whether or not of the kind specified herein, but only for a period equal to the length of the delay caused by the contingency.

24. **General Provisions.**

a. This Lease and the attached Schedules contain the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings with respect thereto. There are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning the subject matter of this Lease.

b. Any changes or additions to this Lease must be made in writing and executed by both parties.

c. This Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and to the extent assignable, their assigns.

d. This Lease shall be construed and interpreted in accordance with the Laws of the

Commonwealth of Pennsylvania. The exclusive jurisdiction for any action brought by either party against the other arising out of this Lease shall be the Court of Common Pleas of Delaware County, Pennsylvania.

e. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

f. Any individual signing this Lease as or for Customer represents that he or she is duly authorized to sign it on behalf of Customer.

g. The titles or headings of the various sections or paragraphs of this Lease have been inserted for convenience of reference only. they shall not constitute a part of this Lease; they are not intended to indicate all the subject matter in the text; and they are not to be used in interpreting the meaning or effect of this Lease or for any other purpose in the event of any controversy.

Prime and Customer have caused this Lease to be executed by their duly authorized officers or representatives, on the dates set forth below, intending to be legally bound by this Lease.

RENTAL AGREEMENT SIGNATURES ARE LOCATED ON THE FIRST PAGE OF THIS CONTRACT.

**BY SIGNING THIS AGREEMENT THE CLIENT HAS READ AND UNDERSTANDS THAT:
PRIME TO GO MUST BE NOTIFIED IMMEDIATELY OF ANY EQUIPMENT "DOWN TIME" AND PRIME TO GO MUST HAVE ATLEAST 24 HOURS TO FIX THE PROBLEM, REGARDLESS OF RENTAL DURATION.**

THIS RENTAL IS FOR THE FOLLOWING EQUIPMENT.

SCHEDULE "A"

(A) Equipment:
System ID # _____

(B) Licensed Software: INCLUDED
(C) Documentation: INCLUDED
(D) Owner of License: Avid Technology, Inc.