

SCRAFFIC Equipment Lease Agreement

This Equipment Lease Agreement (the "Lease"), is by and between Westward Consulting, LLC, d/b/a Scraffic, a Texas limited liability company having an address at 27314 Park Loop Rd, New Braunfels, Texas 78132 (the "Company"), and the party agreeing to the terms and conditions stated below (the "Customer") ("Customer", and together with Company, the "Parties", and each, a "Party").

WHEREAS, Company is in the business of leasing traffic counter equipment; and

WHEREAS, Customer desires to lease from Company, and Company desires to lease to Customer the traffic counter equipment more specifically described in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lease. Company agrees to lease to Customer, and Customer agrees to lease from Company, the equipment (the "Equipment") described more fully in the Order entered into by the Customer and the Company (the "Order"). The Order and this Lease are collectively referred to as this "Agreement." In the event of any conflict between the Order and this Lease, this Lease shall control. Except as to those matters that this Lease expressly authorizes variation in an Order, this Lease may not be modified by an Order.
2. Operation. Customer shall not remove the Equipment from Customer's Premises, as defined and specified in the Order, without prior written approval of Company. Customer shall allow Company to enter Customer's Premises at all reasonable times to locate and inspect the state and condition of the Equipment. Customer shall, at its expense, keep and maintain the Equipment in a good state of repair, normal wear and tear excepted, and shall use the Equipment only for its intended purpose and follow Company's instructions regarding the use and maintenance of the Equipment.
3. Rent.
 - A. In consideration of Customer's right to possess and use the Equipment during the Term (as defined in Section 15), Customer shall pay the rent at the monthly rate specified in the Order ("Rent") in advance, according to the payment schedule specified below, without any set-off, offset, abatement or deduction whatsoever in US dollars by Company's online credit card platform.
 - B. Customer shall provide a valid credit card (a "Payment Method") to Company that shall remain valid throughout the term of this Agreement, and Company is hereby authorized to charge any Rent and fees accrued hereunder against Customer's credit card. Upon notification by Company to Customer of a declined payment, Customer shall arrange for alternate payment method within three (3) business days. Should Customer fail to do so, Company may declare Customer to be in default of this Agreement.

- C. Subject to Company's approval, Customer may provide an alternate form of payment for any Rent due hereunder, provided the alternate payment form is received by Company at least three (3) business days before the next scheduled Rent payment.
- D. Customer's Payment Method shall be charged the first month's Rent immediately upon Customer's successful installation of the Equipment and every subsequent Rent shall be charged to Customer's Payment Method on the same calendar day of each succeeding month for the remainder of the Term; provided, however, that regardless of whether Customer has successfully installed the Equipment, Customer's Payment Method shall be charged the first month's Rent on the tenth (10th) day after delivery of the Equipment to Customer, and every subsequent Rent shall be charged to Customer's Payment Method on the same calendar day of each succeeding month for the remainder of the Term.
- E. If Customer fails to pay any part of the Rent or any other amount required to be paid to Company within five (5) calendar days after the due date, Customer shall pay to Company a late charge of five percent (5%) per month or the highest rate permitted by law, whichever is less, on the amount so due and payable. Such monthly charge shall be cumulative and while any delinquency exists all payments made by Customer shall first be applied to cure the delinquency before any sums will be applied toward the Rent. Customer shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Customer of any default under this Agreement.
- F. If by the expiration of the Term, Customer does not return the Equipment to Company in the condition and on the terms and conditions of Section 10, Customer shall continue to comply with all the terms and conditions of this Agreement, including the obligation to pay one hundred and ten percent (110%) of the prorated daily Rent for each day from the expiration of the Term until the date on which Customer returns such Equipment to Company in the manner required under Section 10 ("Holdover Rent"). Customer shall not construe anything contained in this Section, including Customer's payment of Holdover Rent, as Company's (a) waiver of Customer's failure to perform any obligation under this Agreement; or (b) assent to any renewal of this Agreement.

4. Delivery.

- A. Company shall ship the Equipment to the Premises set forth in the Order, F.O.B. origin. Delivery of the Equipment shall be considered performed when Company puts the Equipment in the possession of a carrier for shipment to the Customer.
- B. All Equipment is in good working condition at the time of shipment to the Customer. Customer shall inspect the Equipment within forty-eight (48) hours after receipt thereof. Unless within such period of time Customer gives written notice to Company specifying any defect in or any other proper objection to the Equipment, Customer agrees that it shall be conclusively presumed that

Customer has fully inspected and acknowledged that the Equipment is in good condition and repair, and that Customer is satisfied with and has accepted the Equipment in such good condition and repair and as satisfactory in all aspects for the purposes of this Agreement.

5. Status of Property. The Equipment shall remain personal property. Company shall retain title in and ownership in the Equipment, in all accessions to the Equipment.

6. Installation and Use.

A. Customer is responsible for installation of the Equipment pursuant to the installation instructions provided by Company. Additional installation support may be provided by a third party, or by calling Company's customer support.

B. Customer shall:

- i. Use the Equipment in a careful and proper manner;
- ii. Not make any cosmetic or other changes to the appearance, design, or functionality of the Equipment without the prior written consent of the Company;
- iii. Not open or tamper with the Equipment's casing;
- iv. Not connect the Equipment to any other external equipment, machine, connection or device other than a power supply and Ethernet connection; and
- v. Comply with all Company instructions, rules, and guidelines regarding the Equipment.

C. Customer shall contact Company with technical issues related to Customer's use of the online user interface, or with technical issues related to installation of hardware, at support@scraffic.com or by calling 1-800-883-6106. Company will attempt to resolve these issues remotely. If Company is unable to resolve these issues remotely, Customer shall return the Equipment as specified in Section 10, and then Company will send replacement Equipment upon receipt of the Equipment returned by Customer.

7. Limited Warranty. Company shall replace the Equipment with identical or similar Equipment if the Equipment fails to operate in accordance with the manufacturer's specifications and operation instructions. Such replacement shall be made as soon as practicable after Customer returns the non-conforming Equipment. Customer shall return all non-conforming Equipment at its expense and risk of loss to Company to the destination specified by Company. Products manufactured by a third party ("Third-Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Equipment. Third-Party Products are not covered by the

above limited warranty.

The limited warranty above does not apply where the Equipment has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions, rules, or guidelines issued by Company, or used with any Third-Party Product, hardware, software or product that has not been previously approved in writing by Company.

OTHER THAN AS SET FORTH ABOVE, COMPANY MAKES NO WARRANTY WHATSOEVER, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY AGAINST INTERFERENCE; OR (d) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

THE REMEDIES SET FORTH IN THIS SECTION 7 ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.

8. Title and Risk of Loss. Title to the Equipment remains with Company throughout the Term, and Customer shall acquire no right, title or interest in the Equipment. Customer shall not pledge or encumber the Equipment in any way. Customer shall bear all risk of loss, damage, destruction, theft and condemnation to or of the Equipment from any cause whatsoever ("Loss") until the Equipment has been returned to Company to the destination specified in Section 10.1. Customer shall notify Company in writing within two (2) calendar days of any such Loss.

9. Precautionary UCC-1 Financing Statement. Customer authorizes Company to file precautionary Uniform Commercial Code ("UCC") financing statements and other similar filings and recordings with respect to the Equipment. Customer agrees not to file any corrective or termination statements or partial releases with respect to any UCCs or other similar filings or recordings filed by Company in connection with the Equipment except (i) if Company fails to file a corrective or termination statement or release on request from Customer after the expiration or earlier termination of this Agreement or (ii) with Company's consent.

10. Return of Equipment.

10.1 Obligation to Return Equipment. Customer shall, at its risk and expense, within fifteen (15) days of the termination of this Agreement under Section 15, (a) deinstall, inspect and properly pack the Equipment; and (b) return the Equipment, freight prepaid, to Company's facility set out on the first page of this Agreement by delivering the Equipment on board such carrier as Company may specify.

10.2 Condition of Equipment Upon Return. Customer shall cause the Equipment returned for any reason under this Agreement to (a) be free and clear of all liens (other than liens of Company) and rights of third parties; (b) be in the same condition

as when delivered to Customer, ordinary wear and tear excepted; and (c) be in compliance with applicable law.

11. Damage, Destruction, or Theft of Leased Equipment. Notwithstanding any loss, theft, destruction or damage of the Equipment, the Rent as contained herein shall continue to be paid by Customer and Customer shall be responsible for repairing or replacing any damaged, destroyed, or stolen Equipment at its cost. Any repairs made to the Equipment by Customer or its agents must be in accordance with Company's instructions or otherwise approved by Company in advance.

12. Access to Scraffic Platform. During the Term of this Agreement, Customer shall have access to the Scraffic Platform (the "Platform"), subject to the terms and conditions of the Platform's Terms of Use and Privacy Policy Agreements (the "Platform Agreements"), through which the Customer shall be provided the traffic counting data collected by the Equipment. Customer's access to the Platform will be subject to acceptance of the Platform Agreements. In the event of a conflict between this Agreement and the Platform Agreements, the Platform Agreements will govern and control with respect to the Platform.

13. Compliance with Law. Customer shall (a) comply with all applicable laws, regulations and ordinances and (b) maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

14. Indemnification. Customer shall indemnify, defend and hold harmless Company and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party, arising out of or resulting from any claim of a third party or Company arising out of or occurring in connection with the Equipment or Customer's negligence, willful misconduct or breach of this Agreement. Customer shall not enter into any settlement without Company's or Indemnified Party's prior written consent.

15. Term and Termination. The term of this Agreement commences on the date of this Lease, and continues month-to-month in perpetuity, unless and until earlier terminated as provided under this Agreement (the "Term"). Customer may terminate this Lease or any Order by providing thirty (30) days written notice to Company and will be responsible for paying prorated Rent through the end of the notice period. Company may terminate this Lease or any Order immediately upon written notice to the Customer. In addition to any remedies that may be provided in this Agreement, either Party may terminate this Agreement with immediate effect upon written notice to the other party, if the other party: (i) has not performed or complied with any of the terms of this Agreement, in whole or in part or (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. If Customer is in default of any of the terms and conditions of this agreement, Company, and its agents, at Customer's risk, cost and

expense may during normal business hours enter Customer's premises where the Equipment is stored or used and recover the Equipment.

16. Confidential Information. All non-public, confidential or proprietary information of Company, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Company to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," and all other information that a reasonable person would understand to be confidential given the nature of the information and/or the circumstances of disclosure, that is disclosed or made available in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Company in writing. Upon Company's request, Customer shall promptly return all documents and other materials received from Company. Company shall be entitled to injunctive relief for any violation of this Section (without posting bond). This Section shall not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.

17. Entire Agreement. Except as expressly provided in a separate license, service or other written agreement between Company and Customer, this Lease and all Orders between the Parties, including and together with any related exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

18. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) Sections 7, 14, and 16 - 29 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

19. Notices. All notices, requests, consents, claims, demands, waivers, summons and other legal process, and other similar types of communications hereunder must be in writing and addressed to the relevant Party at the address set in the Order (or to such other address that may be designated by the receiving Party from time to time in accordance with this Section 19), or, if to the Company, by email at support@scraffic.com. A notice is effective only (i) upon receipt by the receiving Party and (ii) if the Party giving the notice has complied with the requirements of this Section 19.

20. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. Amendments. No amendment to or modification of or rescission, termination or

discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of this Agreement and signed by an authorized representative of each Party.

22. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

23. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise. Notwithstanding the previous sentence, the Parties intend that Customer's rights under Section 7 are Customer's exclusive remedies for the events specified therein.

24. Assignment; Successors and Assigns; Authority. Customer shall not assign, transfer, delegate, sublease, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Company. Any purported assignment, sublease, or delegation in violation of this Section shall be null and void. No assignment, sublease, or delegation shall relieve Customer of any of its obligations hereunder. Company may at any time assign, transfer or subcontract any or all of its rights or obligations under this Agreement to any affiliate or to any person acquiring all or substantially all of Company's assets without Customer's prior written consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns. Each person entering into this Agreement on behalf of a party hereto represents and warrants that he or she is authorized and empowered to do so and to bind the party on whose behalf he or she is signing

25. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

26. Choice of Law and Choice of Forum. This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the State of Texas, without regard to its conflict of laws provisions. Any legal suit, action or proceeding arising out of or relating to this Agreement must be instituted in the federal courts of the United States of America or the courts of the State of Texas, in each case located in the City of San Antonio and County of Bexar, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by certified mail in accordance with Section 19 will be effective service of process for any suit, action or other proceeding brought in any such court.

27. Limitation of Liability. IN NO EVENT SHALL COMPANY BE RESPONSIBLE OR 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 ANY BREACH OF ANY PROVISION OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL OF THE AMOUNTS PAID TO COMPANY HEREUNDER OR \$500, WHICHEVER IS LESS.

28. Force Majeure. Company shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage provided that, if the event in question continues for a continuous period in excess of fifteen(15) days, Customer shall be entitled to give notice in writing to Company to terminate this Agreement..

29. Headings. Headings in this Agreement are for convenience of reference only, and are not to be used in any interpretation of the agreement between the parties.