

YOUREVU, LLC
VIDEO REPLAY EQUIPMENT LEASE

This Equipment Lease dated is by and between YouRevu, LLC (hereinafter referred to as “Lessor”), a Massachusetts limited liability corporation having an office and place of business at 10 Centennial Grove Road, Essex, Massachusetts (“Lessor”), and the customer (“Lessee”). The effective date of this Equipment Lease is the date the Lessee accepted by checking the “Accept” box on the www.yourevu.store website.

Whereas, Lessee wishes to utilize video replay capabilities to enhance their athlete’s training and performance;

Whereas, Lessor leased video equipment and proprietary software for the purpose of instant replaying athletic and other activities;

Now, therefore, the Lessor and Lessee hereby agree as follows:

- RENTAL OF CAMERA EQUIPMENT:** Lessor agrees to rent to Lessee, and Lessee agrees to rent from Lessor, the instant replay camera, equipment, and accessories as listed below (“Equipment Schedule”). The items of equipment listed in the Equipment Schedule, together with any repairs, replacements, or substitution of parts, are hereinafter referred to as “Equipment.”

Equipment Schedule; Rental Fees

Camera / Quantity	Accessories/Additional Equipment/Quantity of each	Monthly Fee	Loss Fee (Camera)	Loss Fee (Accessories)
Revu 4.0 Camera / 1	Receiver / 1 Remote / 1 Revu Camera Charger / 1 Revu Receiver Charger / 1 Flexible Tripod / 1 Wall Mount / 1 SD Cards / 1	\$59	\$2900 each	Receiver \$129 each Remote \$29 each Camera Charger \$29 each Receiver Charger \$10 each Flexible Tripod \$19 each Wall Mount \$10 each SD Cards \$10 each

- RENTAL TERM:** The rental term shall commence upon signing of this agreement. The rental term shall continue in effect thereafter until this Equipment Lease is canceled by either party and the Equipment is returned to Lessor.
- RENTAL PAYMENTS:** Lessee shall pay to Lessor a monthly fee as stated in Section 1 above (“Rental Fee”). A valid credit card must remain on file. Following the initial payment placed with the order, Lessee’s credit card will be charged every thirty (30) days as provided in the Terms and Conditions until Equipment is returned.

4. **Additional Terms and Conditions.** The attached Terms and Conditions are incorporated herein and govern this Equipment Lease.

IN WITNESS WHEREOF, the parties hereto each acting under due and proper authority have executed this Equipment Lease as of the day, month, and year first above-written.

By checking the box on the checkout page, the Lessee agrees to the terms and conditions of this Equipment Lease Agreement.

LESSOR:

YouRevu LLC

Name: William W. Gorman

Title: Manager

LESSEE:

By agreeing online, the Lessee consents to the terms and conditions of the Equipment Lease Agreement.

TERMS AND CONDITIONS

The Lessor hereby leases the Equipment subject to the following additional terms and conditions:

1. CANCELLATION OF EQUIPMENT LEASE

- a. Either party may notify the other party by email of their intent to cancel this Equipment Lease at any time. Cancellation of this Equipment Lease shall be effective on the date that the Lessee returns all Equipment to Lessor free from damage and in the same condition and appearance as when received by Lessee at which point Lessee's security deposit will be returned to Lessee. Equipment must be received by Lessor within twenty (20) days of delivery of the notice of cancellation. Equipment returned after that time shall be subject to a late fee of 2x the monthly rental fee. The monthly fee for the final monthly rental period will not be prorated.
- b. In the event that Equipment is not returned within thirty (30) days of termination of this Equipment Lease, Lessee's credit card will be charged or Lessee will be billed the full purchase price of the Equipment as stated on the Equipment Schedule and as set forth in Section 3(b) Valuation of Loss.

2. SATISFACTION

- a. Within 60 days of the commencement of the Rental Term, if Lessee is not satisfied with the operation of the Equipment, Lessee shall return the Equipment free from damage and in the same condition and appearance as when received by Lessee, and Lessor will return the Rental Fee and Security Deposit paid hereunder.
- b. If Equipment is not working properly, provided it has not been crushed, set on fire, or soaked in water or otherwise damaged by Lessee, Lessee shall return the defective Equipment to Lessor, and Lessor will then send Lessee a replacement at no additional cost to Lessee.

3. MISCELLANEOUS TERMS

- a. **Loss of or Damage to Equipment.** Lessee is responsible for loss, damage, or destruction of the Equipment, including but not limited to losses while unloading, while in storage, while on Lessee's premises, and while being used by Lessee in any manner whatsoever, except that Lessee is not responsible for damage to or loss of the Equipment caused by Lessor's sole negligence or willful misconduct or technical malfunctions. Lessee is also responsible for actual and verifiable loss of use and shall fully compensate Lessor for the loss of use of the Equipment during the time it is being repaired or replaced, as applicable. Lessee agrees to use and maintain the equipment, according to the Manufacturers' Instructions, and per Lessor's instructions. Lessee may not make any modifications to the equipment without written consent. Lessor must handle any and all repairs. Lessee agrees to not misuse or abuse the Equipment or use it in any unlawful way.
- b. **Valuation of Loss.** Unless otherwise agreed in writing, Lessee shall be responsible to Lessor for the replacement/purchase cost value as stated on the Equipment Schedule or repair cost of the Equipment (if the Equipment can be restored, by repair, to its pre-loss condition), whichever is less, as determined by the Lessor. If there is a reason to believe a theft has occurred, Lessee shall file a police report. Lessee remains responsible for the loss or damage of the Equipment regardless of the reason. Accrued rental charges shall not be applied against the purchase price or cost of repair of the lost, stolen, unreturned, or damaged Equipment.
- c. **Misuse of the equipment.** Lessee shall not remove or conceal any identifying labels (e.g. decals, branding, logos, and identification numbers). Lessee will not open any of the enclosures or modify any of the equipment. Lessee shall not distribute, copy or modify the software or permit anyone else to do so.
- d. **Compliance With Law and Regulations.** Lessee agrees to comply with the laws of all states/commonwealths in which the Equipment is transported and/or used as well as all federal and local laws, regulations, and ordinances pertaining to the use of such Equipment. Lessor is not responsible for any illegal use of the Equipment. Lessee shall indemnify and hold Lessor harmless from and against any and all fines, levies, penalties, taxes, and seizures by any governmental authority in connection with or as a result of Lessee's possession or use of the Equipment including, without limitation, the full replacement value of the Equipment in the event of seizure or impound, including reasonable costs and attorney fees.
- e. **Indemnity.** Lessee agrees to defend, indemnify, and hold Lessor, and their owners, managers, directors, officers, agents, and employees harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever ("Claim" shall include any demands, actions, losses, damages, assessments, charges, liabilities, costs, and expenses

including reasonable interest, penalties, and attorney's fees and disbursements) including court costs and reasonable attorney fees and costs of settlement, in any way arising from, or in connection with (i) Lessee's breach of this Equipment Lease; (ii) the Equipment rented including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the Claim; (iii) death or injury to persons; and (iv) loss, damage or injury to property, including the equipment and materials. Lessee shall pay all costs of collection of any monies due under the Equipment Lease including the indemnification obligations, whether or not Lessor files suit, including without limitation all attorney's fees, filing fees, and court costs as they are billed by Lessor. Such unpaid additional costs shall be subject to interest at 1.5% per month until paid. In all events, Lessor's liability for damage caused by its negligence or its subcontractors/agents shall be limited to the applicable policy limits of Lessor's liability insurance and Lessee shall look only to Lessor's liability insurance.

- f. **Rights in Recordings.** All rights of every kind in and to all photographs, film, and recordings made by Lessee shall be and remain vested in Lessee, its licensees, successors and assigns, including, without limitation, the right to use and reuse all such photographs, film, and recordings in all manner and media now known or hereafter devised, in perpetuity, throughout the universe, and in connection with advertisements, promotions, publicity, clips, etc., related to the photographs, film and recordings made by Lessee. Lessee is solely responsible for compliance with any and all applicable laws and regulations concerning intellectual property including without limitation copyright laws.
- g. **Default.** If Lessee fails to pay any portion or installment of any fees payable hereunder or Lessee otherwise materially breaches this Equipment Lease, then such failure or breach shall constitute a default and Lessor reserves all rights and remedies available at law or in equity. Lessee further agrees that the continuation of Lessor's performance hereunder after a Default shall not constitute a waiver or operate as any form of estoppel with respect to Lessor's later assertion of its right to cease such performance at any time so long as such Default has not been cured.
- h. **Terms of payment.** In the event that Lessee fails to make payment when due, Lessee shall pay to Lessor interest on such Rental Fee from the due date thereof to the date of payment, at the rate of 18% per annum plus a late fee of \$25.00. Lessor may cancel this Equipment Lease at any time and, upon written notice of cancellation, Lessee shall return the Equipment immediately.
- i. **Security Deposit.** The security deposit shall be returned to Lessee within fourteen (14) days of Equipment return, provided that Equipment is free from damage and in the same condition and appearance as when received by Lessee.
- j. **Limitation of Damages.** Lessor shall not be liable for any loss of use, lost profits, special, incidental, consequential, indirect, or punitive damages. In no event shall Lessor's liability exceed reimbursement of any monies paid by Lessee pursuant to this contract.
- k. **Severability.** If any provision herein should, for any reason, be construed by a court of competent jurisdiction to be invalid or unenforceable, all other provisions shall remain in full force and effect and be construed so as to make this Agreement enforceable to the maximum extent allowed by law.
- l. **No other agreement.** Except as otherwise mutually agreed in writing, this document is the complete agreement of the parties and supersedes all other agreements or understandings, written or oral.
- m. **Lithium batteries.** The Lessee acknowledges that the Equipment is powered by rechargeable lithium batteries. **Lithium batteries are potentially hazardous and present the possibility of FIRE HAZARD, SERIOUS INJURY, and/or PROPERTY DAMAGE if damaged, defective, or improperly used.** By leasing the Equipment, Lessee assumes all risks associated with the batteries. Lessor is not responsible for any damages, including but not limited to consequential damages, caused by using the batteries. Lessee agrees to use, charge, and store the batteries properly. Lessee shall not disassemble or modify the batteries in any way. Lessee shall not puncture or tamper with the batteries as that can cause them to fail. Lessee shall not use a charger other than the charger provided as part of the Equipment. If a battery becomes hot, smokes, swells, or gives off an odor at any time including but not limited to while charging, Lessee shall terminate charging immediately. In the event of direct contact with the contents of the battery, the Lessee shall take immediate steps to seek medical care for the affected individuals.