

Terms and Conditions

These Terms & Conditions, together with any attachments, exhibits and the itemized written order confirmation for order number [REDACTED] (as amended or updated, the “**Order**”) prepared by Classic Party Rentals of Virginia, Inc. (“**Classic**”), for [REDACTED] (“**Customer**”), constitute the entire agreement between Classic and Customer for the rental of equipment and provision of services for the Customer event described in the Order (collectively, the “**Agreement**”). This Agreement is effective as of the date Customer has electronically executed it (the “**Effective Date**”).

1. **Equipment and Services.** Classic agrees to rent to Customer the equipment and provide the services itemized on the Order (individually, the “**Equipment**” and the “**Services**”) at the specified quantities and prices during the Rental Period (defined below at Section 4). In exchange, Customer agrees to pay Classic the total of all fees and charges specified on the Order (the “**Service Fee**”), along with any additional charges incurred under this Agreement and to abide by the requirements and restrictions included in this Agreement. **EQUIPMENT INVENTORY IS SUBJECT TO CHANGE AT ANY TIME, BUT CLASSIC WILL USE COMMERCIALY REASONABLE EFFORTS TO SUBSTITUTE SUBSTANTIALLY SIMILAR EQUIPMENT OR WILL MAKE ADJUSTMENTS TO THE SERVICE FEE IF SUBSTITUTES ARE NOT COMMERCIALY AVAILABLE.** [CUSTOMER Initial Box]

2. Payment Terms.

- a. Non-Refundable Deposit & Booking Requirements. Any quotation provided by Classic is merely an estimate and does not constitute a confirmed reservation or legal obligation. **EQUIPMENT AND SERVICES ARE RESERVED, HELD, AND CONFIRMED ONLY AFTER BOTH OF THE FOLLOWING ARE TRUE:**
 - i. Customer has electronically signed this Agreement and the Order; and
 - ii. Customer has paid a non-refundable deposit equal to Fifty Percent (50%) of the Service Fee (the “**Deposit**”) (collectively, Sections 2.a.i and 2.a.ii are referred to as the “**Booking Requirements**”).

Unless otherwise expressly stated on the Order, Customer must complete the Booking Requirements no later than forty-eight (48) hours of Classic providing Customer with this Agreement and the final Order for review and signature. **IF CUSTOMER FAILS TO COMPLETE THE BOOKING REQUIREMENTS WITHIN 48 HOURS, THE ORDER WILL AUTOMATICALLY REVERT TO UNCONFIRMED STATUS WITHOUT NOTICE TO CUSTOMER. CLASSIC IS UNDER NO OBLIGATION TO HOLD ANY EQUIPMENT, PRICING OR TERMS FOR ANY ORDER UNTIL THE BOOKING REQUIREMENTS ARE COMPLETE. ANY ORDERS CONFIRMED WITH FEWER THAN TEN (10) BUSINESS DAYS PRIOR TO THE REQUESTED DELIVERY OR PICK UP DATE MAY INCUR ADDITIONAL FEES AND ARE SUBJECT TO AVAILABILITY.** [CUSTOMER Initial Box]

- b. Remaining Balance Due. The remainder of the Service Fee is due no later than seven (7) days before the date listed on the Order on which Classic will deliver or Customer will pick up the Equipment (the “**Outbound Date**”) unless otherwise agreed to by Classic in writing. Customer agrees to pay the remainder of the Service Fee no later than [DUE DATE]. Failure by Customer to pay the remaining balance by the deadline constitutes a material breach of this Agreement and as such, gives Classic the right to terminate this Agreement without any further obligation by Classic to Customer.
- c. Add-On Charges. Customer may incur additional charges for special or expedited services not itemized on the Customer’s Order and not included in the Service Fee (collectively, “**Add-On Charges**”). The current pricing for Add-On Charges is available at <https://classicpartyrentalsva.com/special-services-add-on-support/> and is incorporated into this Agreement. Classic may update the Add-On Charges from time to time at its sole discretion. Within fifteen (15) days following the date of the event as listed on the Order (the “**Event Date**”), Classic

will invoice Customer for any Add-On Charges due and such invoice will be charged to the Customer payment method on file, if any, or will be payable upon receipt by Customer.

- d. Accepted Forms of Payment. Classic sends all invoices via a secure online payment portal for the convenience of its customers. Payments to Classic may be made by the following methods:
 - i. Credit Card—Classic's preferred payment method is by major credit card.
 - ii. Personal Checks—Customer may pay the Deposit via personal check, but not any subsequent payments due to Classic under this Agreement. Customer will pay a fee of fifty dollars (\$50) for each returned check. Customer should deliver check payments to 9313 Burge Avenue, Richmond, VA 23237 (hand delivery or private couriers such as FedEx or UPS are recommended to avoid delays).
 - iii. Cash—Customer may pay cash, but only if Customer or its representative presents a valid U.S. state driver's license or state-issued ID card (a copy of which Classic will keep on file).
 - iv. Direct ACH—On a case-by-case basis, Classic may accept payment via Automated Clearing House.
- e. Late Payments, Interest, Collection Expenses. Classic reserves the right to charge Customer: (i) a one-time late fee of five percent (5%) of any past due amount; and (ii) interest of twelve percent (12%) per year (or the maximum percentage allowed by law, whichever is higher) for any amounts due for thirty (30) days or more. If Classic incurs any expenses, including attorneys' fees in collecting unpaid amounts due under this Agreement, Customer agrees to pay such expenses.
- f. Credit Card & ACH Authorization. Unless agreed otherwise in writing, Classic requires Customer to provide a payment method to be kept on file with Classic's third-party payment processing provider to cover any incidental charges or fees arising out of this Agreement, even if Customer is paying the Service Fee (or any portion thereof) with another accepted form of payment. If Customer opts to keep a credit card or direct ACH information on file with Classic to fulfill this requirement, by signing this Agreement and initialing below, Customer acknowledges and agrees that:
 - i. Classic is authorized to securely store a tokenized version of any credit cards or ACH information Customer uses towards payments due under this Agreement. Classic may charge such credit cards or ACH information for any amounts due under this Agreement, including without limitation the Service Fee, Add-On Charges, damage fees, late fees, and other charges authorized by this Agreement. [CUSTOMER Initial Box]
 - ii. Customer is solely responsible for ensuring that there is a sufficient credit balance on any credit card or sufficient funds in the bank account used towards payments due under this Agreement and Classic is not liable for any delay, damages, or extra fees incurred by Customer if Customer's credit card is declined or bank account is over-drafted for any reason. [CUSTOMER Initial Box]
- g. Lost or Damaged Equipment. To cover the costs of any lost or damaged Equipment, Customer must comply with one of the following two options:
 - i. Pay, as part of the Service Fee, a non-refundable damage waiver fee in the amount specified on the Order. If the costs for lost or damaged Equipment exceeds the amount of the damage waiver fee, Classic will invoice Customer and charge such excess amount to the Customer payment method on file. If lost Equipment is subsequently located and returned to Classic within ten (10) days of the date of the invoice for such replacement costs, Classic will reimburse Customer the amount charged minus any fees for additional rental days incurred. The damage waiver fee does not cover any damage to or loss of the Equipment due to theft, vandalism, or negligence, nor does it

apply to any special-order Equipment (Customer is responsible for the full replacement cost of any lost or damaged special-order Equipment).

- ii. At least thirty (30) days prior to the Event Date, provide Classic with a certificate of insurance evidencing property insurance and/or liability insurance coverage with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate which covers the entire replacement cost of the Equipment, is effective during the entire duration of this Agreement, and names "Classic Party Rentals of Virginia, Inc." as an additional insured.

3. Changes & Cancellations.

- a. Changes to Event Date. A Customer may request an earlier Event Date with the understanding that all Equipment and Services may not be available for the earlier date. Customer may postpone the Event Date for no more than six (6) months pursuant to the following requirements and restrictions:
 - i. Customer provides prior written notice to Classic at least six (6) business days prior to the Outbound Date;
 - ii. So long as the Event Date is rescheduled for a date within six (6) months of the date of the written notice required by this subsection, Classic will apply any payments previously made by Customer (other than charges for any special-order Equipment or permit fees) to offset the Service Fee for the rescheduled Event Date;
 - iii. If the Service Fee for the rescheduled Event Date is less than the Service Fee for the original Event Date, Classic will not be required to refund or credit Customer the difference;
 - iv. Customer acknowledges that the same Equipment and Services may not be available on the rescheduled Event Date; and
 - v. If the Event Date is not rescheduled or is rescheduled for a date later than six (6) months after the date of the written notice required by this subsection, Customer will forfeit any amounts previously paid to Classic under this Agreement and Classic will not be obligated to refund or credit Customer.
- b. Changes to Equipment or Services. Subject to availability, Customer may make changes, additions or subtractions to the Equipment or Services in accordance with the following time-specific terms and conditions:
 - i. Ten (10) or more business days prior to the Event Date, Customer may make changes without penalty (other than any increases to the Service Fee based on additional Equipment or Services).
 - ii. Zero (0) to nine (9) business days prior to the Event Date, Customer may make changes to: (A) in-stock Equipment, but such changes may incur Add-On Charges for expedited service requests as well as any increases to the Service Fee based on additional Equipment or Services; and/or (B) to special-order Equipment, but such changes may be subject to additional limitations and/or charges in addition to any Add-On Charges for expedited service requests and any increases to the Service Fee based on additional Equipment or Services. Changes made which result in a decrease in the Service Fee during this time frame will not be refunded by Classic unless otherwise agreed in writing.

Any changes made to the Equipment or Services, regardless of when they might be requested by Customer, will be documented on an updated Order which will automatically replace and supersede the previous version and become incorporated into this Agreement upon receipt by Customer.

- c. Cancellation. If the event is cancelled within five (5) business days of the Outbound Date for any reason, Customer will forfeit any amounts previously paid to Classic under this Agreement and Classic will not be obligated to refund or credit Customer. If Classic and Customer agreed in writing to waive the Deposit, Classic reserves the right to charge Customer a cancellation fee equal to fifty percent (50%) of the Service Fee.

4. Delivery, Set Up and Pick Up If Customer has opted for Classic to Deliver and Pickup the Equipment, Classic will deliver the Equipment on the Outbound Date and, if applicable, during the times specified on the Order (the “**Outbound Window**”). If applicable, Classic may set up certain Equipment (including without limitation tents, stages, pipe and drape, dance floors, and restroom trailers) at the event location outside of the Outbound Window but will consult with Customer to coordinate timing that is mutually agreeable (subject to availability of Classic personnel). Unless otherwise noted on the Order, Customer will be responsible for setting up and breaking down all other Equipment. Deliveries or pick ups requiring stairs or multiple levels will incur Add-On Charges for on-site labor. Although Classic will work with Customer to arrange the Equipment according to Customer’s planned layout, Classic, in its sole discretion and as required by applicable safety codes, regulations, and best practices, may have to adjust the final placement of tents, stages, dance floors, pipe and drape, and restroom trailers for safety, structural, or regulatory compliance concerns. Customer may not alter the Equipment in any material way without Classic’s prior written consent. If any Equipment set up by Classic needs to be moved after the initial set up, Customer may not move such Equipment and must notify Classic no less than forty-eight (48) hours before the Event Date so that Classic may make the adjustments, which may incur Add-On Charges. Classic will not be responsible for any damage or injuries resulting from the unauthorized relocation of Equipment by Customer. Unless otherwise arranged by Classic and Customer, Classic will retrieve the Equipment on the date specified on the Order (the “**Inbound Date**”) and, if applicable, during the times specified on the Order (the “**Inbound Window**”). If no Inbound Date is specified on the Order, Classic will pick up the Equipment at the conclusion of the rental period at a time determined by Classic. Customer agrees to assume the risk of loss and responsibility for all Equipment beginning with delivery on the Outbound Date and lasting until either the Inbound Date or until Classic retrieves the Equipment (the “**Rental Period**”). Customer agrees to prepare the Equipment for pick up and understands Add-On Charges may apply if Equipment is not ready for pick up by Classic on the Inbound Date. Equipment will be “ready” for pick up in accordance with the following requirements, as applicable:

- a. China, flatware, and glassware must be rinsed, free of food debris and placed in their appropriate containers (China and glassware in their correct racks, flatware in the provided totes, and linens in the provided mesh bags or linen bins).
- b. Folding banquet tables and chairs must be collapsed and stacked.
- c. All non-foldable stacking chairs must have cushions removed and bagged, dust covers replaced and stacked seven (7) chairs high.

Delayed pick ups which are not due to any fault of Classic are subject to additional rental day charges. If the Equipment is not ready for pick up at the agreed time, Classic, in its sole discretion, may either: (i) breakdown and prepare items for pick up at Customer's expense at Classic's then-current labor rates; or (ii) reschedule pick up for a later time and/or date, with Customer remaining responsible for the Equipment until actual pick up occurs and incurring additional rental charges for each day of delay. In such a case, additional rental day charges and/or a second attempt pick up fee equal to fifty percent (50%) of the total delivery charges will be added to Customer’s total balance due to Classic.

5. Pick-Up & Return If Customer has opted to pick up and return the Equipment directly from Classic (a “**Will Call Order**”), Customer agrees to pick up the Equipment on the Outbound Date and, if applicable, during the times specified on the Order (the “**Will Call Pick Up Window**”). Customer must pay in full the entire Service Fee prior to the Outbound Date. Classic is not responsible for any damage to Customer’s vehicles during the loading, unloading, or transport of Will Call Orders whether such damage is caused by Customer or by Classic personnel assisting Customer. Customer

understands that Classic cannot guarantee that its personnel will be available to assist Customer with the loading or unloading of Equipment at Classic locations and should plan accordingly. Will Call Orders not picked up within the Will Call Pick Up Window (if any) on the Outbound Date will be forfeited without refund. Customer agrees to assume the risk of loss and responsibility for all Equipment beginning as soon as Customer takes possession on the Outbound Date and lasting until Customer returns it to Classic during normal business hours on the date specified on the Order (the “**Inbound Date**”) (the period between the Outbound Date and the Inbound Date is the “**Rental Period**”). Customer agrees to prepare the Equipment for return and understands that Add-On Charges may apply if Customer returns the Equipment late, or returns it in violation of the following requirements, as applicable:

- a. China, flatware, and glassware must be rinsed, free of food debris and placed in their appropriate containers (China and glassware in their correct racks, flatware in the provided totes, and linens in the provided mesh bags).
- b. Folding banquet tables and chairs must be collapsed and stacked.
- c. All non-foldable stacking chairs must have cushions removed and bagged, dust covers replaced and, where possible given the constraints of Customer’s vehicle, stacked seven (7) chairs high.

6. Consent to Communications. Customer agrees that Classic may communicate with Customer using any contact information provided by Customer for the purpose of sending order-related information or for marketing purposes (such communications may be text messages and/or automated calls). Customers can opt out of marketing communications (but not order-related communications) at any time by sending written notice to Classic.

7. Privacy Notice. Classic is committed to protecting Customer privacy. We only collect and use Customer information in order to fulfill Customer’s rental order, provide customer service, and comply with legal requirements. Classic will not sell Customer information to any third parties. Classic will only share Customer information with third parties for the following limited purposes:

- a. With third-party vendors or partners as needed to fulfill Customer’s rental order, including without limitation, facilitating delivery and pick-up at venues, and acquiring sub-rentals or other special orders;
- b. With collection agencies and/or legal representatives if Customer fails to pay Classic amounts owed under this Agreement; or
- c. If disclosure is required by law or in response to a legal request. We do not sell or rent your personal information to third parties for their marketing purposes.

8. Confidentiality. If either party discloses any sensitive, proprietary or confidential information to the other party in connection with this Agreement, such information may not be disclosed to any third party without the prior written consent of the disclosing party except as required to fulfill this Agreement or as required by law.

9. Acceptable Use of Equipment. The Equipment shall only be used for its intended purpose. Customer is responsible for the cost of all applicable permits and taxes associated with Customer’s use of the Equipment. Unless otherwise agreed to in writing, Classic will file for necessary permits and pay taxes and fees on behalf of Customer. Customer shall use Equipment in accordance with all applicable laws, rules, and regulations, and any manufacturer’s or Classic’s instructions or manuals provided. Customer may not use any flames or fire, including smoking tobacco products and burning candles, in or around the Equipment, except for the following permitted exceptions: (i) burning votive or taper candles in non-flammable containers (such as glass hurricanes); (ii) floating candles in table centerpieces; and (iii) gel fuel used as directed with catering equipment.

- 10. Restroom Trailers & Waste Disposal.** If restroom trailers are included in the Equipment, during the Rental Period Customer will be responsible for replenishing any soap and any paper products as needed. Customer understands that restroom trailers hold a limited amount of sewage. As such, Customer is responsible for the cost of all waste disposal and sewage cleanup caused by overflow or improper use of restroom trailers, except where such overflow or improper use is caused by equipment malfunction or defect. The rental fee for restroom trailer includes one (1) sewage removal service per seven (7) day period or as specified on the Order. Restroom trailers shall not be pumped out by any third party without Classic's prior written consent.
- 11. Rental Days.** Rental prices listed on this Agreement are based on Rental Days. A rental day begins when the Equipment enters Customer's possession and ends when Equipment is returned to Classic's possession, provided this timeframe does not exceed Five (5) business days or extend beyond the original terms of the Rental Period. Additional Rental Day charges will apply to late returns, orders requiring multiple attempts to pick-up, or orders in excess of (5) business days. For late returns and/or orders not ready for pick-up on the originally scheduled pick-up date, Customer will be charged One (1) additional Equipment Rental Day per calendar day the Equipment remains in Customer's possession. For Customers requiring an Extended Rental period and requesting this at the time of the original order, One (1) Rental Day Fee will be charged per calendar week.
- 12. Risk of Loss & Possession.** Customer is legally responsible for any damage to the Equipment from the moment it is in Customer's possession until Classic retakes possession, including without limitation, damage resulting from misuse, neglect, vandalism, or any other cause. Customer agrees to promptly notify Classic of any damage or loss to the Equipment upon discovery. In the event of theft, Customer will immediately report the incident to the local law enforcement authorities and Classic and will promptly provide a copy of any police report to Classic. Unless otherwise stipulated in this Agreement, Customer agrees to reimburse Classic for all costs incurred due to damage to or loss of the Equipment, except where such damage or loss is caused solely by Classic's gross negligence or willful misconduct. Customer agrees to inspect the Equipment upon receipt and immediately notify Classic if there is any existing damage or if any of the Equipment is not in good condition. Customer further acknowledges that failure to return the Equipment in the same condition as received, excepting normal wear and tear, may result in charges up to and including the full replacement cost of the Equipment.
- 13. Indemnity.** Customer shall indemnify, defend, and hold harmless Classic, its successors and assigns, and its affiliates and their successors and assigns, and the respective directors, officers, managers, members, employees, consultants, financial advisors, counsel, accountants, and other agents of Classic (collectively, "Indemnitees") against any and all losses, injury, death, damages, liabilities, claims, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses, including attorneys' fees, incurred by Indemnitees to the extent they relate to, or arise out of, Customer's negligence or material breach of this Agreement.
- 14. Force Majeure.** Classic shall not be liable or responsible to Customer, or be in default or breach of this Agreement, for any failure or delay by Classic in fulfilling or performing any term of this Agreement, when and to the extent Classic's failure or delay is caused by or results from the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics, or explosions; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the control of Classic.

15. Emergency Procedures. In case of any emergencies or unexpected situations during the event, such as equipment failure, natural disasters, or accidents, Customer will (a) Equipment Failure: Notify Classic Immediately at 804-743-7980. If after regular business hours, press 9 to bypass the auto attendant and reach the on-call rental coordinator; (b) Natural Disasters: Ensure safety first; follow local emergency directives and notify Classic when safe using the contact methods above; Classic will coordinate with Customer to protect equipment and ensure safety; (c) Accidents: Customer will assist injured individuals and call emergency services if needed; if necessary, report the accident to Classic using the contact methods above. Customer will provide detailed information about the emergency and follow Emergency Services', Classic's, and/or Local Governmental instruction. If necessary, Classic will respond as quickly as reasonably practicable, prioritizing safety for all Parties.

16. LIMITATION OF LIABILITY. IN NO EVENT SHALL CLASSIC BE LIABLE TO CUSTOMER OR ANY THIRD PARTY CLAIMING BY, THROUGH OR ON BEHALF OF CUSTOMER, WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR ANY OTHER LEGAL THEORY, (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE) FOR ANY LOSS OF PROFITS OR REVENUES, LOSS OF GOODWILL, SIMILAR ECONOMIC LOSS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER OR NOT SUCH DAMAGES COULD BE FORESEEN. CUSTOMER SHALL INDEMNIFY AND HOLD CLASSIC HARMLESS FROM THE CLAIMS OF THIRD PARTIES WITH RESPECT TO CLASSIC'S PERFORMANCE OF THIS AGREEMENT. CLASSIC'S TOTAL AGGREGATE LIABILITY TO CUSTOMER SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER PURSUANT TO THIS AGREEMENT. [CUSTOMER Initial Box]

17. EXCLUSION OF WARRANTIES. CLASSIC MAKES NO WARRANTY WHATSOEVER, INCLUDING WITHOUT LIMITATION 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. [CUSTOMER Initial Box]

18. Order Discrepancies. Upon its possession, Customer is to inspect and inventory the Equipment as soon as reasonably practicable. If Customer finds any flaws or inaccuracies in the Equipment Customer shall immediately notify Classic by calling 804-743-7980 (if after hours, press 9 to be connected to our on-call Rental Coordinator). If there is no answer, please leave a detailed voice mail and a representative of Classic will return your call as soon as reasonably practicable. Upon receiving such notice, Classic will use all reasonable efforts to correct any flaws or inaccuracies, but only if Customer notifies Classic within at least twenty-four (24) hours before the event is scheduled to begin. If Customer does not notify Classic of any discrepancies as provided for in this paragraph, then it shall be deemed that the Equipment and Services delivered by Classic are complete and satisfactory to Customer. [CUSTOMER Initial Box]

19. Assignment. Customer shall neither sublet all or any portion of the Equipment, nor assign any of its interests in this Agreement, without the prior written consent of Classic. A violation of this covenant shall constitute a material breach of this Agreement.

20. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflict of law principles. Any proceeding brought to enforce rights under this Agreement shall be brought and heard in the state or federal courts located in Chesterfield County, Virginia. The prevailing party in any dispute arising from or related to this Agreement shall be entitled to seek an award against the other party for all reasonable attorneys' fees, expert witness fees, and other expenses and costs incurred by the prevailing party in connection with enforcing this Agreement. This Agreement and any exhibits or attachments set forth the entire agreement between

the parties with respect to the subject matter and supersede any prior or contemporaneous negotiations, understandings, or agreements between the parties.

21.ACKNOWLEDGMENT OF CONTRACT TERMS. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT IT HAS READ THIS AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTANDS THE TERMS, CONDITIONS, AND OBLIGATIONS REQUIRED OF THE PARTIES. CUSTOMER HAS HAD ADEQUATE TIME TO REVIEW THE TERMS OF THE AGREEMENT AND TO CONSULT WITH INDEPENDENT COUNSEL PRIOR TO SIGNING. CUSTOMER ACKNOWLEDGES AND AGREES THAT FULL CONSIDERATION HAS BEEN MADE WITH RESPECT TO THE LIMITATION OF LIABILITY PARAGRAPH ABOVE AND THAT SUCH LIMITATION OF LIABILITY HAS BEEN ADEQUATELY NEGOTIATED PRIOR TO CUSTOMER SIGNING THIS AGREEMENT. [CUSTOMER Initial Box]

22.CONSENT TO ELECTRONIC SIGNATURES AND RECORD RETENTION. BY SIGNING THIS AGREEMENT, CUSTOMER AGREES TO USING ELECTRONIC SIGNATURES AND THAT SUCH ELECTRONIC SIGNATURES HAVE THE SAME LEGAL EFFECT AS SIGNING A PAPER COPY. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS THE ABILITY TO DOWNLOAD AND RETAIN A COPY OF THIS AGREEMENT ONCE EXECUTED. [CUSTOMER Initial Box]

By signing below, Customer agrees to the terms and conditions set forth in this Agreement:

Customer Name: [CUSTOMER NAME]

Customer or Business Representative Signature: _____

This Agreement is hereby executed as of the Effective Date by the duly authorized representatives of the parties.

Effective Date: [DATE OF CUSTOMER SIGNATURE]