

ySphere RENTAL CONTRACT

This contract is made and entered into on the date noted on the attached MASTER AGREEMENT, by and between Arakÿta, the noted "Lessor" and Customer, the noted "Lessee."

Lessor is renting the computers, including certain operating system software, software, and related peripheral equipment specified on the attached Quote or Order (collectively, the "Computer Equipment") to Lessee and Lessee is renting the Computer Equipment from Lessor pursuant to the terms and conditions set forth herein.

1. The monthly rent payment due per rental period for the Computer Equipment is due by the beginning day of each monthly period.
2. The rental period is defined as forty-eight (48) months. There will be no proration on payment for any Computer Equipment returned early.
3. Title to the Computer Equipment shall remain with Lessor.
4. Lessee shall not have the right to assign, transfer or otherwise dispose of this contract or any of the Computer Equipment.
5. Lessee will pay Lessor the full replacement cost (at fair market value) of any Computer Equipment which is not returned by Lessee to Lessor in operating condition and in good physical condition, reasonable wear and tear excepted, regardless of the reason therefor and regardless of any insurance which may be applicable. Lessee shall bear all risk of loss, damage to, destruction of, or theft of the Computer Equipment. Any insurance carried by Lessee shall be primary to any insurance which may be carried by Lessor.
6. EXCEPT AS SET FORTH IN THIS PARAGRAPH, LESSOR MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Lessor warrants that the Computer Equipment will conform to the descriptions set forth on the reverse side of this contract and will operate in accordance with the manufacturer's specifications. Lessor's sole liability for breach of this warranty will be to: (a) repair or replace any defective Computer Equipment, and then only after Lessee gives Lessor notice (the Defect Notice) specifying the defect; and (b) give Lessee a rent credit for the defective Computer Equipment for the time commencing with the date Lessor receives the Defect Notice and ending with the date the defective Computer Equipment is repaired or replaced. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and

you may also have other rights which vary from state to state. IN NO EVENT WILL LESSOR BE LIABLE FOR ANY LOSS OF PROFIT, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF INFORMATION, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY SPECIAL OR CONSEQUENTIAL OR INCIDENTAL DAMAGES SUFFERED OR SUSTAINED BY LESSEE, WHETHER ARISING UNDER CONTRACT, TORT OR ANY OTHER THEORY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRECEDING LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

7. In the event Lessee fails to timely pay the rental required by this contract, fails to promptly return the Computer Equipment, or otherwise defaults in its obligations under this contract, Lessor shall be entitled to exercise each of the following remedies, in addition to all other remedies available under applicable law:

- A. Repossess the Computer Equipment and enter Lessee's premises in order to do so.
- B. Assess a late payment fee in the amount of 1.5% per month of the delinquent rent or \$15.00 per month, whichever is greater.
- C. Report Lessee's failure to promptly return the equipment as a potential crime.
- D. Retain any and all of Lessee's data which is in the memory of any repossessed Computer Equipment until such time as Lessee has paid all rent due for the minimum rental period and all other sums hereunder.
- E. Charge Lessee's credit card, specified in this contract for the amount of any delinquent payment and for the replacement cost of any Computer Equipment which is not promptly returned, or which is returned in damaged condition.
- F. Declare the entire rent for the minimum term due and payable.
- G. The foregoing remedies are not mutually exclusive. Lessor may exercise any or all of these remedies at Lessor's election.

8. Lessee agrees to pay Lessor's reasonable attorney fees, costs and expenses incurred in enforcing this contract, whether or not any legal proceeding is initiated, and if such proceeding is initiated, the losing party will pay the prevailing party's reasonable attorney fees at trial and on appeal. Lessee shall also pay Lessor's reasonable attorney fees incurred in connection with any bankruptcy proceeding involving Lessee or the Computer Equipment.

9. Upon signing this contract, Lessor may require Lessee to pay the rent due for the first rental period.

10. Lessee shall pay Lessor a special handling fee of \$50 for each check of Lessee which is not honored by the Lessee's financial institution. In addition, Lessor may, at its option, treat any dishonored check as a default in the payment of the obligation the dishonored check was tendered to pay.

11. Ohio law, without resort to its choice of law provisions, govern this contract. The parties consent to the jurisdiction of and venue in any state or federal court located in Lucas County Ohio. This contract constitutes the entire agreement between the parties pertaining to the Computer Equipment. No rule of construction resolving ambiguities against a party drafting a document shall apply to the interpretation or construction of this contract.

12. Lessee shall have the right to cancel this Rental Contract, without additional charge, only where notice of cancellation is provided to Lessor in writing and no less than 72 hours in advance of the rental period or prior to the receipt of any equipment specially ordered for the agreement by Lessor, whichever shall occur first. If notice of cancellation is received after the occurrence of one of the foregoing events, Lessee may only terminate the Rental Contract by paying Lessor the sum of: (a) 50% of the rental for the minimum rental period if the cancellation is received by Lessor less than 24 hours (not including weekends and holidays) before the beginning of the Rent Period; or (b) 25% of the rental minimum rental period if the cancellation is received by Lessor more than 24 hours and less than 72 hours (not including weekends and holidays) before the beginning of the Rent Period. Lessee agrees that these amounts represent a fair, reasonable, and appropriate estimation of actual damages.