



## EQUIPMENT LEASE – Tablet PC

THIS AGREEMENT is made on \_\_\_\_\_, between Allegiance Technology Partners, Inc. and \_\_\_\_\_ ("Lessee").

WHEREAS, the Lessor desires to lease to Lessee and the Lessee desires to lease from Lessor certain equipment listed in Exhibit A.

NOW, THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound hereby, the parties agree as follows:

### TERMS AND CONDITIONS

1. Term. Check one:

\_\_\_ The term of this lease is for 2 days and commences on the date the equipment in Exhibit A is delivered to Lessee. Lessee pays shipping only.

\_\_\_ The term of this lease is for 14 days and commences on the date the equipment in Exhibit A is delivered to Lessee. Lessee pays \$180 per 14 day term plus shipping.

\_\_\_ The term of this lease is for 30 days and commences on the date the equipment in Exhibit A is delivered to Lessee. Lessee pays \$340 per 30 day term plus shipping.

All docks and mobile docks are an additional \$20 per 14 or 30 day lease.

2. Indemnity. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees arising out of, connected with, or resulting from the property subject to this lease, including but not limited to the manufacture, selection, delivery, use, operation, loss of data or information or return of such property.

3. Risk of Loss. Lessee shall reimburse and shall bear the entire risk of loss, theft, destruction, or damage of or to any part of the equipment ("loss or damage") from any cause whatsoever, whether or not covered by insurance. Lessee shall pay to Lessor the replacement cost of the equipment within five (5) business days of such loss or damage.

4. Insurance. Lessee shall provide, maintain and pay for insurance against the loss or theft of or damage to the equipment, for its full replacement value, naming Lessor as a loss payee.

5. Assignability. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, or otherwise dispose of this lease, the equipment, or any interest therein or (b) sublet or lend the equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

6. Surrender. On the expiration of the lease term Lessee, at Lessee's expense, shall return the equipment in good repair, ordinary wear and tear excepted, to such place as Lessor may specify.

7. Title. The equipment is, and shall at all times remain, property of Lessor, and Lessee shall have no right, title or interest except as expressly set forth in this lease.

8. Notices and Demands. Service of all notices under this agreement shall be sent by United States registered or certified mail addressed to the party involved at its respective address set forth above or to such other address as the parties may hereafter substitute by written notice.

9. Service Charge and/or Interest. If the equipment is not returned by its due date, Lessee shall pay to Lessor a service charge together with any expenses incurred in retrieving the equipment, together with the full retail cost for such equipment along with interest thereon at the highest rate allowable by law until such equipment is returned.

10. Arbitration. Any controversy or claim arising out of or relating to this lease or its breach shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Arbitration shall be held in the Commonwealth of Pennsylvania, and any question of law shall be decided in accordance with the laws of the Commonwealth of Pennsylvania.

11. Warranties. Lessor does not warrant the fitness, merchantability, design, condition, capacity, suitability or performance of the property leased. Lessor makes no express or implied warranties of merchantability or of any other kind and leases the property "as is" and "with all faults."

12. Miscellaneous. This instrument constitutes the entire agreement between Lessor and Lessee and is irrevocable for its term and for the aggregate rentals reserved above, and it shall not be amended, altered, or changed except by a written agreement signed by the parties. Any failure of Lessor to require strict performance by Lessee or any waiver by Lessor of any provision of this lease shall not be construed as a consent or waiver of any other breach of the same or any other provision. If any portion of this lease is deemed to be invalid, it shall not affect the result of this agreement. Headings or titles to the paragraphs of this lease are solely for the convenience of the parties and are not an aid to the interpretation of this agreement.

Lessee applies to Lessor for a lease of the above-described property for commercial purposes and agrees that this lease is not be construed as a consumer contract.

IN WITNESS WHEREOF, each party has caused this agreement to be executed on the date indicated below.

LESSOR:  
ALLEGIANCE TECHNOLOGY PARTNERS, INC.

Date: \_\_\_\_\_ By: \_\_\_\_\_

LESSEE:

Date: \_\_\_\_\_ By: \_\_\_\_\_

# Exhibit A

Please circle the demo unit you wish to lease:

1. Motion J3400/J3500 Rugged Tablet PC
2. Motion C5v Medical Tablet PC
3. Motion F5v Rugged Tablet PC

*FOR C5/F5 only \_\_\_ DOCK \_\_\_ NO DOCK (The shipping price will be doubled due to the weight of the dock)*

4. Sahara i440D Slate Tablet PC
5. Sahara NetSlate a230T Tablet PC
6. Lenovo X201 Convertible Tablet PC
7. Panasonic H1 Field Tablet PC
8. Motion LE1600 (Refurbished Tablet PC)

To improve availability of demo and rental tablets, we will authorize BUT NOT CHARGE your card for an additional amount above the base charge. For any demo or rental, we will hold an additional \$180. We will only charge this additional fee if you are 2 days past your return date without providing a valid tracking number showing the tablet is in transit.

**Note: The packaging material must be included in the return of the tablet. If it is not returned, we will charge you an additional fee of \$45.00 to replace the packaging material.**

## Ship to:

Company: \_\_\_\_\_ ATTN: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

## Credit card information:

Card number: \_\_\_\_\_ Expiration: \_\_\_\_/\_\_\_\_ CVV (security code): \_\_\_\_\_

Name on card: \_\_\_\_\_

Address card bills to: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

**We will contact you after receipt of this form about when to expect the unit. This is a very popular program and availability is limited. PLEASE PLAN AHEAD (at least 2-3 weeks in advance) if you need a unit for a specific time period. Also, if you wish to extend the demonstration period while you have the tablet, we need at least 1 week notice BEFORE the tablet is due back to Allegiance. Please understand that sometimes these extensions cannot be accommodated and the tablet will still be due back on the original due date.**

**Fax this agreement to 215-689-3819**