

Eagle Point Technology, Inc.
Loaner Equipment Agreement

This Loaner Equipment Agreement (“Agreement”) is entered into and between Eagle Point Technology, Inc. (“EPT”) and the undersigned (“Customer”) and is made effective on the date and time as defined herein. The Customer, in consideration of being provided loaner equipment (“Equipment”) during the period in which their personal equipment is being repaired or replaced by EPT, hereby agrees as follows:

I. EQUIPMENT

1.01 Ownership

The Equipment is and shall remain property of EPT. The Customer shall not remove, alter, or efface any indication of EPT ownership. Customer shall have no rights or property interest in the Equipment other than as set forth in this agreement.

1.02 Equipment

The Equipment is provided free of charge to customers who have purchased equipment and an accompanying warranty from EPT. The Equipment is provided free of charge only when the Customer’s purchased equipment is in for repair at an EPT designated repair center during a period in which the purchased equipment is covered by an EPT warranty.

1.03 Warranty and Acknowledgement of Receipt

EPT warrants that the Equipment will be in good and operating condition upon its delivery to the Customer. It is the responsibility of the Customer to immediately inspect the Equipment upon receipt and notify EPT of any defect in the Equipment within twenty-four (24) hours of delivery of the Equipment. In the absence of such notice to EPT within twenty four (24) hours of delivery, the Customer acknowledges that the Equipment is in good and operating condition. EPT makes no warranties or representations regarding the Equipment other than as expressly stated in this Agreement. EPT’s liability for any failure of Equipment to operate under normal conditions of use is limited to the repair or replacement of the Equipment. EPT shall not be liable for any other costs or damages, foreseeable or otherwise, resulting from the failure of the Equipment to operate, including without limitation, any injuries to persons or property, consequential damages, business interruption, or loss of data or profits.

1.04 Use and Storage of Equipment

The location, use and storage of the Equipment shall be such as to provide, at all times, reasonable safeguards against damage, loss, or theft. The Customer is responsible for any damage to or loss or theft of the Equipment up to the full replacement cost of the Equipment.

1.04(a) Guidelines for Proper Care

The Customer should refrain from doing or do the following to help insure proper safekeeping of the Equipment:

- Do not eat or drink while using the Equipment;
- Do not leave the Equipment exposed to direct sunlight;
- Do not drop the Equipment or allow it to fall;
- Unplug the Equipment during electrical storms;
- Do not attempt to repair damaged or malfunctioning Equipment;
- Do not allow children to use the Equipment;
- Do not leave the Equipment unattended;
- Do not leave the Equipment in any unlocked home, office, classroom or car.

1.05 Modifications and Upgrades

The Customer is not permitted to make any modifications or upgrades to the Equipment at any time without prior written permission of a representative of EPT.

1.06 Repairs and Service

The Customer shall promptly notify EPT of any malfunction of the Equipment. All installation, assembly and disassembly, upgrades, servicing and repairs shall be made solely by EPT. The Customer shall bear the cost of servicing and repairs, service calls, or repairs made necessary by the Customer's fault or negligence, in which case the Customer shall pay for such service at EPT's applicable rates, with a minimum of one hour.

1.07 Effective Date

This Loaner Equipment Agreement shall become effective upon completion of the Loaner Laptop Agreement

II. DAMAGES OR LOSS

2.01 Responsibilities of Customer

The Customer shall return the Equipment in the same or substantially similar condition as upon delivery. The Customer assumes all responsibilities and liabilities for any loss, damage, or injury resulting from the use of the Equipment. The Customer shall be fully and solely responsible for the loss of or damage to the Equipment and shall reimburse EPT for the full cost of repair or replacement of the Equipment and any costs incurred by EPT in recovering the Equipment.

2.02 Report of Damage/Theft

Any Equipment that is discovered to be stolen, missing, or damaged must be reported to EPT immediately. In the event of theft, the Customer is responsible for filing a police report with the proper law enforcement agency having requisite jurisdiction within twenty-four (24) hours of the Customer's notice of any such theft. A copy of the police report must be delivered to EPT by the Customer within twenty four (24) hours of the issuance by the law enforcement agency.

III. Return of Equipment

3.01 Return of Equipment

The Equipment must be returned to EPT immediately, in packaging provided by EPT, following the Customer's receipt of their repaired equipment. It is the Customer's responsibility to appropriately package and prepare the product for courier pickup.

3.02 Failure to Return Equipment

If the Customer fails to promptly return the Equipment, EPT shall have the right to take any or all of the following actions:

- Cancel or suspend any and all warranties and support/service agreements, in the name of the Customer, with EPT;
- Make a request that the Customer's United States Department of Veterans Affairs Counselor suspend any and all subsistence that the Customer receives from the United States Department of Veterans Affairs until the Equipment has been returned to EPT;
- File a police report for stolen property with the appropriate local authorities;
- Any other remedies that may exist at law or in equity.

IV. GENERAL

4.01 Privacy

Data stored on the Equipment will be securely erased or deleted by EPT before the Equipment is re-entered into the loaner program. EPT is not responsible for any data that EPT erases following the return of the Equipment.

4.02 Assignment

The Customer may not assign, alienate, or otherwise transfer any rights or obligations under this Agreement without the express written approval of EPT.

4.03 Severability

If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

4.04 Entire Agreement

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. Each party further agrees that this Agreement is the complete and exclusive statement of the Agreement between the parties, and that this Agreement supersedes and merges all prior understandings or agreements. This Agreement may not be modified, unless in writing.

4.05 Governing Law

This agreement and the rights of the parties under this agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Indiana.