

Pay-Per-Cleanse™ Agreement Cover Sheet

Instructions:

1. Please fill out the second page of this agreement COMPLETELY.
2. Read the terms and conditions on pages 3-5. **INITIAL** pages 3-5 where indicated. **SIGN** on the signature line on page 2.
3. FAX pages 2-5 to **303-755-3022** attn: Pay-Per-Cleanse™.
4. A sales agent will contact you with a confirmation.

Terms and Conditions Overview:

1. LEASE AGREEMENT (section 1) – This agreement constitutes a lease, not a purchase.
2. TERM (section 3) – You may return the equipment at any time to terminate the agreement.
3. USE OF THE EQUIPMENT (section 6) – You agree to use the equipment as specified in the instructions provided to you.
4. OVERNIGHT EQUIPMENT REPAIR SERVICE (section 8) – If you opt-out of this service, you can not elect for the service during the term of the agreement.
5. INDEMNIFICATION (section 11) – You agree to hold A Major Difference (“AMD”) harmless for any acts arising from this agreement.
6. PRICING (page 2) – You agree to the pricing as laid out on page two. Pricing for minutes is located on AMD’s website at www.amajordifference.com.
7. BUY-OUT (section 10) – You can opt for a buy-out at anytime during your lease. Up to 36 monthly service fee payments, along with the security deposit, can be applied toward the purchase of a new machine.
8. PREPAYMENTS – You can elect to pay more than the required monthly payments to accelerate ownership of a new machine. Mark the box in row 16 column D on the product order page to indicate the amount of prepayments you wish to make each month. You can make prepayments on a month-to-month basis or you can make automatic payments. Prepayments are completely optional.

We encourage you to read the agreement in its entirety. Please call us at 877-315-8638 with any questions. Thank you for your business!

Neill Moroney
A Major Difference, Inc.

PAY-PER-CLEANSE™ AGREEMENT

Bill to: (must match credit card statement)		Ship to: *required field	
Company name:		Company name:	
*Name:		*Name:	
*Address:		*Address:	
*City, State, Zip:		*City, State, Zip:	
General:			
*Phone:		Email:	
*Date of birth:		Referred by:	

1	A	B	C	D
2	PRODUCT	PRICE	QTY	TOTAL
3	Premier™ PPC™ Package (316 or 304 – Circle one)	\$395		
4	Solo™ PPC™ Package (316 or 304 – Circle one)	\$295		
5	PRODUCT SUB-TOTAL			
6	Security Deposit(s)	\$150	Total # of packages	
7	Shipping & Handling – Per package			
8	Next day	\$110		
9	Two-day	\$52		
10	Three-day	\$35		
11	Ground	\$25		
12	TOTAL CHARGED TO CREDIT CARD TODAY			
13	MONTHLY PAYMENTS	PRICE	QTY	TOTAL
14	Premier™ Monthly Payment	\$24.95	Same as box 3C	
15	Solo™ Monthly Payment	\$19.95	Same as box 4C	
16	Prepayments (optional)			
17	Premier™ Overnight Repair Service*	\$7.95		
18	Solo™ Overnight Repair Service*	\$7.95		
19	*Available to U.S. residents only.			
20	**MONTHLY SERVICES SUB-TOTAL			
	I AUTHORIZE THIS AMOUNT TO BE CHARGED TO MY CREDIT CARD EACH MONTH BEGINNING 30 DAYS FROM EFFECTIVE DATE			
21	Payment Information			
22	Check _____ Visa _____ MC _____ Disc _____ Amex _____			
23	CC# _____		Exp / _____	
24	CID Code _____			

I agree and understand the terms and conditions of the Pay-Per-Cleanse™ Agreement including the ADDITIONAL TERMS AND CONDITIONS on pages 3-5 of this document.

Customer:

Signature _____ Date _____
 Printed Name _____

A Major Difference, Inc.

Signature _____ Date _____
 Printed Name _____
 Title _____

PAY-PER-CLEANSE™ AGREEMENT

[ADDITIONAL TERMS AND CONDITIONS]

This PAY-PER-CLEANSE Agreement (this "Agreement") is subject to the terms and conditions set forth below. AMD and Lessee may be referred to herein collectively as "Parties" and individually as "Party." In consideration of the mutual promises, covenants and conditions hereinafter set forth, the Parties agree as follows:

1. NATURE OF TRANSACTION. This transaction is for the rental of the Equipment, and does not constitute a sale of the Equipment. The Parties understand and agree that unless and until Lessee exercises the purchase right set forth below, Lessee does not, by payment of the consideration set forth below or otherwise, acquire any right, title, or interest in or to the Equipment, except the right to possess and use the Equipment during the Term, provided that Lessee shall not be in default in performance of any obligations hereunder. Title to the Equipment shall remain in AMD. Lessee shall take all action reasonably requested by AMD to effectuate its rights hereunder.

2. LEASE OF EQUIPMENT AND SALE OF EXPENDABLES. Upon payment of the sums set forth below and subject to all of the terms set forth in this Agreement, AMD agrees to supply Lessee with the number of Equipment Package(s) described on the preceding page. Each Equipment Package shall be comprised of (i) the new or used control unit described on the preceding page (pre-loaded with four hundred fifty minutes, in all cases where the control unit is a *Premier*, or pre-loaded with three hundred minutes, in all cases where the control unit is a *Solo*), power supply, foot tub and carrying case (the "Equipment"), (ii) a new array (either type 316 or 304), a bottle of cleaner, a bottle of salt and a box of liners (the "Expendables") and (iii) an instructional booklet and an instructional DVD. The Parties agree that the term "Equipment" shall include all replacement parts and repairs made to the Equipment. AMD hereby leases the Equipment to Lessee, and Lessee agrees to lease the Equipment from AMD, upon the terms and conditions set forth herein. Lessee hereby purchases the Expendables. **LESSEE ACKNOWLEDGES THAT LESSEE IS RESPONSIBLE FOR ALL MINUTES EXPENDED DURING THE TERM, EVEN IF LESSEE DID NOT AUTHORIZE THE USE OF THE MINUTES OR THE OPERATION OF THE EQUIPMENT, AND THAT THE EQUIPMENT WILL NOT OPERATE AFTER OPERATING FOR THE NUMBER OF MINUTES FOR WHICH THE EQUIPMENT HAS BEEN PROGRAMMED, UNLESS LESSEE PURCHASES AND RECHARGES THE EQUIPMENT WITH ADDITIONAL MINUTES PURSUANT TO THE TERMS OF THIS AGREEMENT.** Lessee acknowledges that it shall be Lessee's obligation to purchase all Expendables necessary to assure the proper operation of the Equipment during the Term. Such Expendables may be purchased from AMD at such prices as AMD shall determine appropriate from time to time. Use of any Expendables not supplied by AMD shall void all warranties made by AMD to Lessee hereunder.

3. TERM. The term of this Agreement shall commence on the Effective Date and shall continue until terminated in the manner set forth herein, AMD has accepted the return of the Equipment and all covenants and agreements of Lessee have been performed (the "Term"). Lessee acknowledges and agrees that upon termination of this Agreement and Lessee's return of the Equipment to AMD, Lessee shall not be entitled to any refund for (i) any unused minutes charged on the control unit, (ii) any unused monthly rental charges, or (iii) any unused monthly OCU Program payments (defined below). Lessee may terminate this Agreement at any time by returning all of the Equipment leased hereunder to AMD pursuant to the terms and conditions set forth in this Agreement. AMD may terminate this Agreement upon sixty (60) days' prior written notice to Lessee or upon Lessee's breach of any of the terms and conditions of this Agreement. Lessee's obligations to pay all sums due hereunder shall continue until AMD has accepted the return of the Equipment and Lessee has performed all of its covenants and agreements under this Agreement.

4. RENTAL AND USAGE CHARGES. EQUIPMENT PACKAGES: Lessee shall, on the Effective Date, tender the initial non-refundable rental charge set forth in Column B of the first page of this Agreement to AMD. In addition, during the Term, Lessee shall pay to AMD the monthly rental charge set forth in Column B of the first page of this Agreement.

ADDITIONAL TERMS. The first monthly rental payment shall be paid on the date one month following the Effective Date; all remaining monthly rentals shall be paid on or before the same day of each succeeding month during the Term. All payments shall be made to AMD in the manner set forth in this

Agreement. Lessee shall also purchase and re-charge the control unit with such additional minutes as Lessee shall determine necessary from time to time. Subject to the terms set forth below in the Section entitled "Right to Make Changes," Lessee may purchase additional minutes from AMD pursuant to the terms described in its website or as otherwise published by AMD at the time the minutes are purchased. In addition, from and after the date upon which Lessee may purchase additional minutes from AMD through AMD's website, Lessee agrees to pay AMD a processing charge of three dollars (\$3.00) for orders for additional minutes placed by telephone. Lessee agrees at all times during the Term to supply AMD with a valid credit card and authorizes AMD to charge such credit card with all amounts which become due under this Agreement. All amounts due hereunder shall also be paid by Lessee on demand by AMD.

5. SECURITY DEPOSIT. In addition to the rental charges specified in this Agreement, upon execution of this Agreement, Lessee shall pay to AMD a security deposit in the amount set forth in Column B of the first page of this Agreement for each Equipment Package leased by Lessee, which security deposit may be applied by AMD to cure any default of Lessee hereunder. If AMD so applies such security deposit, Lessee shall promptly restore the security deposit to the full, original amount. If all conditions herein are fully complied with, the security deposit shall be refunded to Lessee within thirty (30) days after Lessee's return of, and AMD's acceptance of, the Equipment and after the completion of the Term.

6. USE OF THE EQUIPMENT. Subject to the terms and conditions of this Agreement, Lessee shall at all times during the Term use the Equipment in strict accordance with approved and recommended safety standards, in accordance with the instructional manual and the instructional DVD, and in a manner consistent with published specifications for the Equipment. At the time of the execution of this Agreement, Lessee shall designate and tender to AMD, in writing, the location at which the Equipment will be used (the "Location"). AMD shall deliver the Equipment Packages to the Location, for and in consideration of all of the payments due hereunder.

7. EQUIPMENT REPAIR. At all times during the Term, Lessee agrees, at its sole cost and expense, to (i) keep the Equipment in good repair and operating condition, (ii) keep the Equipment free of any and all liens and encumbrances, and (iii) replace with new parts any and all worn, broken or malfunctioning parts, unless otherwise specifically provided herein to the contrary. If an item of Equipment not covered under the OCU Program (described below) is sent to AMD for repair, Lessee shall bear all costs of shipping (and insuring) the Equipment to and from AMD. If during the Term AMD determines in the exercise of its sole discretion that an item of Equipment failed solely as a result of a manufacturer's defect, then, notwithstanding the foregoing and subject to all of the terms set forth in this Agreement, AMD shall, at its sole cost and expense, either repair that item of Equipment or replace that item of Equipment with a new or used item of Equipment which operates pursuant to manufacturer's specifications, as it shall determine appropriate in the exercise of its sole discretion. Without limiting the generality of the foregoing, Lessee acknowledges that AMD shall not be liable for the costs of repairs arising under circumstances or for reasons described in subsections (i) through (vii) inclusive of the Paragraph of this Agreement entitled "Overnight Equipment Repair."

8. OVERNIGHT EQUIPMENT REPAIR. If Lessee accepts and agrees to purchase AMD's Overnight Control Unit Repair Program ("OCU Program"), then while the OCU Program is in effect and provided that Lessee has not defaulted under or breached this Agreement, the terms and conditions of this Section shall be incorporated into this Agreement. In all other circumstances, the terms and conditions of this Section shall NOT be a part of this Agreement.

Lessee warrants and represents that the Location of the Equipment is and will at all times during the Term remain in the continental United States. If the control unit ceases to operate properly for any reason other than as set forth below, AMD will, within twenty four hours of its receipt of written notice from Lessee certifying the control unit identification number, that the control unit has ceased operation and the number of minutes remaining on the control unit at the time it ceased operation, send Lessee, at AMD's sole cost and expense, via next business day delivery service, a new or used replacement control unit of the same

type initially leased hereunder pre-loaded with the number of minutes Lessee certified as remaining on the non-operating control unit. AMD will also supply Lessee with a pre-paid shipping label to provide for the return of the non-operating control unit, which Lessee agrees to immediately return to AMD. If Lessee certifies a greater number of minutes remaining on the non-operating control unit than the actual number reported on that control unit, AMD shall have the right to charge Lessee for such minutes under AMD's then current pricing schedule. Notwithstanding the foregoing, AMD will have no obligations under this Section (i) if the returned control unit ceased to operate properly for reasons relating to the condition or use of the expendables, (ii) if the sole control unit failure is a failure to change the color of water used in any footbath, (iii) if the sole control unit failure is to report a zero amperage reading, (iv) if the returned control unit ceased to operate properly as a result of unreasonable use, accident, or negligence by Lessee, (v) if the returned control unit was modified or repaired by anyone other than AMD, (vi) if the returned control unit was used in a manner exceeding published specifications, or (vii) if the returned control unit ceased to operate properly for any other reason unrelated to defective materials or workmanship. If AMD determines, in its sole discretion, that the control unit returned to it hereunder is at the time returned operational or that it is not obligated under the terms of the OCU Program to supply Lessee with a new or used control unit, AMD shall have the right to charge Lessee for all expenses it incurs in shipping the replacement control unit to Lessee and to restore the returned control unit to good operating condition, which may be paid in the manner provided by this Agreement or by Lessee on demand by AMD. The purchase price for the OCU Program is the monthly amount set forth in Column B of the preceding page. Lessee's first OCU Program payment shall be due and payable on the Effective Date and all remaining monthly OCU Program payments shall be paid along with each succeeding monthly rental payment. Monthly OCU Program payments may be paid in the manner provided by this Agreement or by Lessee on demand by AMD. Lessee shall have the right to cancel Lessee's participation in the OCU Program on at least fifteen (15) days' prior written notice to AMD. Upon AMD's receipt of proper notice, the cancellation of Lessee's participation shall be effective on the next following due date of Lessee's monthly OCU Program payments. Once Lessee has elected to cancel participation in the OCU Program, Lessee may not thereafter during the Term participate in the OCU Program.

9. OPTION TO PURCHASE EQUIPMENT. Lessee shall have the right at any time during the Term to purchase new Equipment; provided, however, that prior to the exercise of this option, Lessee shall not have defaulted under or been in breach of this Agreement. The purchase price for the Equipment shall be AMD's then current undiscounted retail sales price for the Equipment, provided, however, that AMD shall credit against the undiscounted retail purchase price of the Equipment the product of (i) the lesser of (y) thirty six (36) or (z) the number of monthly service fee payments (determined by operation of Column B of the first page of this Agreement) received by AMD from Lessee prior to the exercise of this option, times (ii) the amount of the monthly service fee for the leased Equipment (also determined by operation of Column B of the first page of this Agreement) to be exchanged for the purchased Equipment. This option shall be exercised by giving AMD written notice of its exercise within the Term, by returning the Equipment to AMD in accordance with the Section in this Agreement entitled "Return of Equipment" and by tendering payment in full of the unpaid balance of the purchase price, in immediately available funds.

10. RETURN OF EQUIPMENT. Immediately prior to termination of this Agreement, Lessee will return the Equipment to AMD, at Lessee's expense, in the same condition and state of repair as delivered to Lessee hereunder, ordinary wear and tear excepted. Notwithstanding the receipt of possession of the Equipment by AMD immediately prior to termination of this Agreement, each item of Equipment returned with accessories, attachments, or other missing items, or Equipment requiring repairs of any kind, shall remain leased hereunder without abatement of rent until said replacements or repairs have been completed and until Lessee has reimbursed AMD for the cost thereof and until Lessee has paid all such amounts. Lessee shall be liable for immediate replacement of any Equipment stolen, vandalized or destroyed and there shall be no abatement of rental hereunder until the Equipment has been accepted by AMD, properly repaired or replaced or upon payment to AMD of compensation for the repair or replacement value thereof. AMD and Lessee agree to the following replacement values: (i) for the Premier™ control unit, Two Thousand Dollars (\$2,000.00); (ii) for the Solo™ control unit, One Thousand Four Hundred Dollars (\$1,400); (iii) for the power supply, Two Hundred Fifty Dollars (\$250.00); (iv) for the foot tub, Nineteen and 95/100s Dollars (\$19.95); and (v) for the carrying case, Fifty Dollars (\$50.00). All amounts due hereunder shall be paid by Lessee to AMD in any manner provided by this Agreement or, at AMD's option, on demand by AMD.

11. INDEMNIFICATION. Lessee hereby agrees to indemnify and hold harmless AMD and its past, present and future shareholders, directors, officers employees and agents from and against any and all damage,

loss, liability, or expense including, but not limited to, attorneys' fees and legal costs suffered or incurred by same directly or by reason of any demand, claim, suit or judgment brought by or in favor of any person or entity for damage, loss, liability or expense due to, but not limited to, bodily injury, including death resulting anytime there from, and property damage sustained by any such person or entity which arises out of, is occasioned by, or is in any way attributable to the use of the Equipment or to the acts or omissions of Lessee, its agents, employees, customers, or any others having access to the Equipment. Such loss, damage, liability or expense shall include, but not be limited to, any injury or damage to person or property. In addition, Lessee will indemnify and hold harmless AMD and its past, present and future shareholders, directors, officers, employees and agents from and against any and all damage, loss, liability, or expense including, but not limited to, attorneys' fees and legal costs, from any liability to any person or entity on account of any damage to person or property arising out of any failure of Lessee to comply in any respect with and/or to perform any of the requirements and provisions of this Agreement. All amounts due hereunder may be paid in the manner provided by this Agreement or by Lessee on demand by AMD.

12. ASSIGNMENT. Lessee shall not have the right to assign this Agreement or to rent or otherwise part with possession of any item of Equipment without the prior written consent of AMD thereto which AMD may grant or deny in its sole discretion. AMD shall have the right to assign this Agreement and/or the payments due it hereunder. In the event of an assignment of this Agreement by AMD, the assignee shall acquire thereby all rights and remedies possessed by or available to AMD and, upon AMD's transfer of the security deposit to the assignee, Lessee shall have no further claims against AMD.

13. RISK OF LOSS. Lessee agrees that all risk of loss to each item of Equipment passes to Lessee at the time of delivery of the item of Equipment to the Location and remains with Lessee until re-delivery of possession to AMD upon termination of this Agreement. The term "loss" shall include, but not be limited to:

- (a) The loss of or damage to any item of Equipment for any reason prior to such time;
- (b) The loss of or damage to any item of Equipment because of fire, or theft;
- (c) The loss of or damage to any item of Equipment because of flood, hail, rain, lightning, windstorm, explosion, marine, general aviation, or any other casualty;
- (d) The death of or injury to any person or damage to the property of any person or entity as a result of, in whole or part, the use or condition of the Equipment while in the custody, possession, or control of Lessee, and, Lessee agrees to indemnify and hold AMD harmless from any claim, demand or judgment arising out of any condition causing any such death or injury; and,
- (e) The failure of Lessee to maintain and repair any item of Equipment as agreed and provide herein.

All amounts due hereunder may be paid in the manner provided by this Agreement or by Lessee on demand by AMD.

14. DISCLAIMER OF WARRANTIES. AMD MAKES NO WARRANTIES, COVENANTS OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT PACKAGE(S) OTHER THAN THOSE SET FORTH SPECIFICALLY HEREIN. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, EACH ITEM OF EQUIPMENT IS LEASED HEREUNDER "AS IS". Lessee has made the selection of each item of Equipment based upon its own judgment and expressly disclaims any reliance upon any statements or representations made by AMD or any other person.

15. LIMITATION OF LIABILITY. LESSEE'S SOLE REMEDY FOR A DEFECT IN MATERIALS OR WORKMANSHIP IS SET FORTH HEREIN. IN NO EVENT SHALL AMD BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES OR INJURIES TO LESSEE OR ITS SHAREHOLDERS, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, PARTNERS, EMPLOYEES, AGENTS, CUSTOMERS OR INVITEES OR ANY USER OF THE EQUIPMENT, WHETHER OR NOT AMD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. ANY ACTION BY LESSEE FOR BREACH OF THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE OCCURRENCE OF SUCH BREACH OR SUCH ACTION SHALL LAPSE AND BE FOREVER THEREAFTER BARRED FOR ALL PURPOSES.

16. TAXES. In addition to rent and all other charges due and payable under this Agreement, Lessee agrees to pay all: (i) taxes levied against or based upon the value of the Equipment or its use or based upon the amount of rentals to be paid hereunder and (ii) all costs and expenses (including attorney fees and costs) incurred by AMD in enforcing any of the terms, provisions, covenants, and indemnities provided herein. The term "taxes" includes all taxes,

charges, assessments and fees, except income taxes incurred by AMD. Interest will be due and payable at the rate of 1.5% per month (18% per annum) upon all amounts unpaid more than five (5) business days of the date due. In addition, a late charge in the amount of Fifty Dollars (\$50.00) shall be due with respect to all amounts unpaid more than five (5) business days after the date due. All amounts due hereunder may be paid in the manner provided by this Agreement or by Lessee on demand by AMD.

17. EVENTS OF DEFAULT. The following events shall constitute defaults on the part of Lessee hereunder: the failure of Lessee to pay any amount due AMD under this Agreement within five (5) days after the date on which the same shall become due; any breach or failure of Lessee to observe or perform any of its other obligations hereunder; at any time AMD deems itself insecure, as it may determine in the exercise of its sole discretion; if after performing a credit check on Lessee (to which Lessee hereby consents) AMD determines, in the exercise of its sole discretion, that Lessee is not sufficiently creditworthy; Lessee becoming insolvent or bankrupt, or making an assignment for the benefit of creditors, or consenting to the appointment of a trustee or receiver, or a trustee or receiver being appointed for Lessee or for a substantial part of Lessee's property without its consent; or insolvency proceedings being instituted by or against Lessee.

18. REMEDIES. Upon the occurrence of any default, AMD may, in addition to any other remedies which may be available to it under Colorado law, at its option and without notice or demand on Lessee, declare this Lease in default, and thereupon Lessee shall immediately surrender all items of Equipment to AMD and all rights of Lessee therein shall be terminated. In addition, AMD may take possession of the Equipment wherever found, with or without process of law, and for that purpose may enter upon any premises of Lessee in any manner allowed by law without liability for suit, action, or other proceeding by Lessee and remove the same. AMD may hold, rent, sell, lease, or otherwise dispose of the Equipment or any item of Equipment or keep any item of Equipment idle, if AMD so chooses, without affecting the obligation of Lessee as in this Section provided. All minutes remaining on the control unit shall be forfeited by Lessee and Lessee shall not be entitled to compensation therefore. AMD shall be entitled to all gains and all profits prevented, or damages sustained by reason of Lessee's default.

19. RIGHT TO MAKE CHANGES. AMD reserves the right to change prices and any other conditions in this Agreement at any time by providing notice of such change on its website or otherwise in writing to Lessee prior to the time the change is to take effect. If Lessee fails to terminate this Agreement at the time such a change is to become effective, Lessee hereby accepts such change.

20. WAIVERS. All demands for payment and performance and all notice of nonpayment under this Agreement are hereby waived by Lessee. No express or implied waiver by AMD of any event of default shall constitute a waiver of any other event of default by AMD or a waiver of any of AMD's other rights. Lessee hereby expressly waives any and all claims and demands for loss or damage, including but not limited to, loss of profits, or other alleged consequential damages against AMD arising out of, in connection with or in any way resulting from Lessee's rental of the Equipment and AMD's performance of its obligations hereunder.

21. RELATIONSHIP OF THE PARTIES. Nothing contained in this Agreement shall be construed or deemed by the Parties hereto, or by any third party, as creating a relationship of agency, partnership, joint venture, or seller or purchaser between AMD and Lessee, nor the fact that other contractual relationships may exist between AMD and Lessee shall be deemed to create any relationship between AMD and Lessee other than the relationship of lessor and lessee. Lessee agrees that all certificates of title or registration applicable to the Equipment rented/leased hereunder shall reflect AMD's ownership thereof.

22. LIMITATION OF DAMAGES. In no event shall AMD be liable for incidental, consequential or other damages of any kind or nature, or for damages or injuries to Lessee or its employees, agents, customers, patients or invitees or to the agents or employees of any of them.

23. WAIVER OF JURY TRIAL. LESSEE HEREBY (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY A JURY, AND (B) WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH AMD AND LESSEE MAY BE PARTIES ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS AGREEMENT.

24. VENUE AND JURISDICTION. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in any state court located in the City and County of Denver, Colorado. Each Party to this Agreement: (i) expressly and irrevocably consents and submits to the jurisdiction of each state court located in the City and County of Denver, Colorado (and each appellate court located in the State of Colorado) in

connection with any such legal proceeding, including any legal proceeding to enforce any settlement, order or award; (ii) agrees that each state court located in the City and County of Denver, Colorado shall be deemed to be a convenient forum; and (iii) waives and agrees not to assert (by way of motion, as a defense or otherwise), in any such legal proceeding commenced in any state court located in the City and County of Denver, Colorado, any claim that such Party is not subject personally to the jurisdiction of such court, that such legal proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Agreement or the subject matter of this Agreement may not be enforced in or by such court. Each Party agrees to the entry of an order to enforce any resolution, settlement, order or award made pursuant to this Paragraph by the state courts located in the City and County of Denver, Colorado and in connection therewith hereby waives, and agrees not to assert by way of motion, as a defense, or otherwise, any claim that such resolution, settlement, order or award is inconsistent with or violates the laws or public policy of the laws of the State of Colorado or any other jurisdiction.

25. PROPRIETARY RIGHTS. Lessee acknowledges and agrees that all intellectual property rights in and to the Equipment is and shall at all times remain the sole and exclusive property of AMD. Lessee will not, directly or indirectly, reverse engineer the Equipment or take any action to break any code embedded in the Equipment.

26. MISCELLANEOUS. It is further agreed that (i) this Agreement shall be governed in all respects by the laws of the State of Colorado, without reference to its conflict of laws provisions, and, except as otherwise herein provided, shall bind and inure to the benefit of the permitted heirs, personal representatives, successors and assigns of AMD and Lessee, (ii) each provision of this Agreement shall be treated as severable to the end that if any one or more provisions shall be adjudged or declared illegal, invalid, or unenforceable, this Agreement shall be interpreted, and shall remain in full force and effect, as though such provision or provisions had never been contained in this Agreement, (iii) no amendment, modification, agreement, waiver, consent, or approval pertaining to the subject matter of this Agreement shall be binding upon either Party hereto unless in writing and signed by such Party, (iv) any waiver of terms hereof shall be effective only in the specific instance and for the specific purpose given, (v) this Agreement and the attachments constitute the entire agreement between the Parties with respect to the subject matter hereof: there are no representations, warranties, or agreements except as set forth herein, (vi) the masculine gender shall include the feminine and neuter genders and the singular the plural, and vice versa, when the context so requires, (vii) Lessee's obligations under Paragraphs 5, 10, 11, 12, 14, 15, 16, 22, 23, 24, 25, 26 and 27 shall survive this Agreement, and (viii) any number of counterparts of this Agreement may be executed by any one or more Parties hereto, and each such executed counterpart shall be, and shall be deemed to be, an original, but all of which shall constitute, and shall be deemed to constitute, in the aggregate but one and the same instrument. This Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Agreement to be original signatures until such time, if ever, as original counterparts are exchanged by the Parties.

27. PERSONAL GUARANTEE. As an inducement to AMD to enter into this Agreement, the undersigned, acting individually, hereby absolutely and unconditionally guarantees to AMD, the prompt and full payment of all amounts to be paid by Lessee to AMD under this Agreement and the full performance and observance by Lessee of all the other terms, covenants, conditions and agreements contained in this Agreement to be performed and observed by Lessee, for which the undersigned shall be jointly and severally liable with Lessee. The undersigned, acting individually, agrees that in the event of a default by Lessee under this Agreement, AMD may proceed against the undersigned before, after or simultaneously with a proceeding against Lessee. The undersigned, acting individually, further covenants and agrees that: (i) he/she shall be bound by all the provisions, terms, conditions, restrictions and limitations contained in this Agreement which are to be observed or performed by Lessee; and (ii) this Guaranty shall be absolute and unconditional and shall be in full force and effect with respect to any amendment, addition, assignment, transfer or other modification of this Agreement, whether or not he/she shall have knowledge or have been notified of or agreed or consented thereto.

[END OF ADDITIONAL TERMS & CONDITIONS]