

BEFORE USING THE KWIPSHARE PLATFORM, CAREFULLY READ ALL THE TERMS AND CONDITIONS OF THIS TOS. BY USING THE KWIPSHARE PLATFORM, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS TOS. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS TOS, DO NOT USE THE KWIPSHARE PLATFORM.

KwipShare, Inc.
PLATFORM TERMS OF SERVICE

Last Updated September 12, 2018

This Platform Terms of Service (this “**TOS**”) is a legal agreement between you and KwipShare, Inc. (“**KwipShare**”). In this TOS, the term “**KwipShare Platform**” means the platform, encompassing the KwipShare website, including any subdomains thereof, and any other website(s) through which KwipShare makes its services available (collectively, the “**KwipShare Site**”), KwipShare’s mobile, tablet, and other smart device applications, and any application program interfaces related thereto (collectively, the “**KwipShare Application**”), and all associated services that are offered by KwipShare on or through the KwipShare Site and/or the KwipShare Application (collectively, the “**KwipShare Services**”), in each case as the KwipShare Site, the KwipShare Application and/or the KwipShare Services may be updated and/or revised from time to time. In this TOS, the terms “**you**” or “**your**” means the Municipality that is acquiring the license to use the KwipShare Platform under this TOS as a Member. If you are entering into this TOS on behalf of a Municipality, then you represent that you are at least 18 years old and that you have the right, authority and capacity to do so and to bind such Municipality to this TOS and to grant KwipShare all permissions and licenses provided by you to us pursuant to this TOS, and in which case the terms “**you**” or “**your**” shall refer to such Municipality (as well as to you, individually, as an authorized user of such Municipality’s registered account on the KwipShare Platform (referred to herein as a “**KwipShare Account**”). The term “**we**” or “**us**” means KwipShare, except that terms such as “**both of us**” means both you and us. Certain other capitalized terms used in this TOS have the meaning ascribed to them in Section 17. This TOS, together with our Website Terms of Use and our Privacy Policy, each of which is incorporated by reference into this TOS, shall apply to your Use of the KwipShare Platform and any related KwipShare Services. In addition, one or more, as applicable, Accepted Deal Requests entered into under (and referencing) this TOS between you (in your capacity as either a Lender or a Borrower, as applicable) and another Member (in such Member’s capacity as a Lender or a Borrower, as applicable), shall apply to the provision of or Use of the KwipShare Platform and any related KwipShare Services identified in the Accepted Deal Request.

1. Scope of the KwipShare Platform

1.1 Generally. The KwipShare Platform is an online, cloud-based platform that facilitates municipal-to-municipal sharing (lending/loaning) and borrowing (leasing) of Assets by enabling Members of the KwipShare Platform to: (a) manage their own inventory of Assets; (b) offer and Lease their Assets to other Members; and (c) Lease Assets from other Members. Once a Municipality becomes a registered Member, it can use its KwipShare Account to manage its inventory of Assets and to act, at its election, as either a Lender or a Borrower of Assets in accordance with the terms and conditions of this TOS and as described in more detail on the KwipShare Platform.

1.2 Limits on KwipShare’s Involvement. Although KwipShare is the creator and provider of the KwipShare Platform, and we facilitate the interaction between Members on the KwipShare Platform, KwipShare does not own, create, sell, resell, provide, control, manage, employ, offer, deliver, or supply, as applicable, any Assets, any Listing, or any Lease of any Assets, nor do we endorse any Member or any

Asset(s) offered for Lease by any Member. All of the Assets of a Member are the sole responsibility of the applicable Member, and any Listing, Booking, Deal, or Lease of any Member's Assets via the KwipShare Platform, likewise is the sole responsibility of the applicable Members. When Members enter into an Accepted Deal Request to Lease Assets, they are entering into a contract directly with each other, and KwipShare is not and does not become a party to or other participant in such contract, and KwipShare is neither the seller, lessor, dealer, employer nor insurer, as applicable, of any Asset under this TOS. Any Lease of any Member's Asset to another Member via the KwipShare Platform shall be provided in accordance with the terms and conditions of this TOS, the terms and conditions agreed by both Members in the applicable Accepted Deal Request, and pursuant to the communications and other interactions between such Members. In addition, any and all payment processing services in connection with the Members' Use of the KwipShare Platform ("**Payment Services**") shall be provided to you by one or more third party payment processing facilitators engaged by KwipShare (each individually, a "**Payment Processor**", and collectively, the "**Payment Processors**"). KwipShare is not acting as an agent in any capacity for any Member, and KwipShare assumes no responsibility or liability for any damages in connection with any Listing, Booking, Deal, or Lease of any Asset via the KwipShare Platform.

1.3 No Guarantee With Respect to Equipment or Personnel. While we may help facilitate the resolution of disputes, KwipShare has no control over and does not in any way guarantee: (a) the existence, quality, safety, suitability, or legality of any Listing, Booking, Deal, or the Lease of any Asset; (b) the truth or accuracy of any Listing descriptions, Ratings, Reviews or other Member Content, or (c) the performance or conduct of any Member or third party (including any Payment Processor). KwipShare does not endorse any Member, Listing, Booking, Deal or Lease of any Asset. Any reference to a Member being "verified" (or similar language) only indicates that the applicable Member has completed a relevant verification or identification process, and nothing else. Any such description is not an endorsement, certification, or guarantee by KwipShare about any Member, including of such Member's identity or background or whether such Member is creditworthy, trustworthy, safe or suitable. You should always exercise due diligence and care when deciding whether to Lease any Asset from another Member, or to Lease any Asset to another Member, or to communicate or otherwise interact with other Members, whether online, via other electronic or other types of communication, or otherwise. Member Content that consists of posted images of an Asset are intended only to indicate a photographic representation of a Listing at the time the photograph was taken, and are therefore not an endorsement by KwipShare of any Member or Listing.

1.3.A A Note on Member Verification. User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Member's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (a) ask Members to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Members, and (b) screen Members against third party databases or other sources and request reports from service providers.

1.4 Promotion of the KwipShare Platform and Listings. To promote the KwipShare Platform and to increase the exposure of Listings to Members and to potential Members, Listings and other Member Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements.

1.5 Third Party Links. The KwipShare Platform may contain links to third-party websites or resources, including Payment Services offered by the Payment Processor(s) (collectively, "**Third-Party Services**"). Such Third-Party Services may be subject to different terms and conditions and privacy policies or practices. KwipShare is not responsible or liable for the availability or accuracy of any such

Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services that may appear in the KwipShare Platform are not an endorsement by KwipShare of such Third-Party Services.

1.6 Availability of and Updates to the KwipShare Platform; KwipShare Support. Due to the nature of the Internet, KwipShare cannot guarantee the continuous and uninterrupted availability and accessibility of the KwipShare Platform. KwipShare may restrict the availability of the KwipShare Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the KwipShare Platform. KwipShare may improve, enhance and modify the KwipShare Platform and introduce new KwipShare Services (including additional or modified functionality to existing KwipShare Services) from time to time. KwipShare shall provide technical support to you (via chat and help button/help request functionality) during normal business hours (in Boston, MA).

2. Access to the KwipShare Platform

2.1 Registration of Members; Updating Member Information. Only registered Members (each of which must be a Municipality) are eligible to Use certain portions and/or features of the KwipShare Platform, such as the ability to manage Asset inventory or to post a Listing, make a Booking/Deal, or Lease any Asset. A Municipality may become a registered Member by setting up a KwipShare Account on the KwipShare Platform. When you create a KwipShare Account, you may be asked to supply certain information such as the name of the Municipality, a user ID/username and password, certain other contact information, and payment information (if you elect to enable Sharing). In creating your KwipShare Account, you must provide current, accurate and complete information to KwipShare, and you may not provide false identity information to gain access to or Use the KwipShare Platform. Even after your KwipShare Account has been created, you are responsible for keeping all of the information in your KwipShare Account (including any portion of your KwipShare Account or Your Content that you elect to Share) up-to-date. Notwithstanding the foregoing, KwipShare reserves the right, in its sole discretion, to refuse to permit any individual or entity to create a KwipShare Account or to register as a Member.

2.1.A Restrictions on Opening Multiple KwipShare Accounts; Assignment Prohibited. A Municipality may not register more than one (1) KwipShare Account unless authorized in writing by KwipShare. In addition, you may not assign or otherwise Transfer your KwipShare Account to any other party without obtaining KwipShare's prior written consent.

2.2 Protection of KwipShare Account Credentials. You are responsible for maintaining the confidentiality and security of your KwipShare Account and your KwipShare Account credentials (including your username and password), and you may not disclose your KwipShare Account credentials to any third party. In addition, you are fully responsible for all activities that occur in connection with your KwipShare Account credentials or your KwipShare Account (including, without limitation, any use of your KwipShare Account by any of your employees, staff members, elected officials, or anyone else who accesses your KwipShare Account with your KwipShare Account credentials). You must notify us immediately if you know of or have any reason to suspect that your KwipShare Account credentials have been lost, stolen, misappropriated, or otherwise compromised, or in case of any actual or suspected unauthorized use of either your password or your KwipShare Account or of any other breach of security related thereto or to the KwipShare Platform generally. You further agree that you will not permit others, including those whose accounts have been terminated, to access the KwipShare Platform using your KwipShare Account or your User ID and/or password. You grant KwipShare and all other authorized persons or entities involved in the operation of the KwipShare Platform (including any Payment Processor(s)) the right to transmit, monitor, retrieve, store, and use your information in connection with

the operation of the KwipShare Platform. To learn more about how we protect the privacy of the personal information in your KwipShare Account, please visit our Privacy Policy. KwipShare cannot and does not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using the KwipShare Platform.

2.3 Access to Certain Areas of the KwipShare Platform. As stated above, KwipShare may make access to and Use of the KwipShare Platform, or certain areas or features of the KwipShare Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, meeting Ratings or Reviews thresholds, or the details relating to a Member's Listing, Booking, Deal and cancellation history. In addition, the Use of certain areas and features of the KwipShare Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions. If that is the case, and if there is a conflict between the terms of this TOS and the terms and conditions applicable to a specific area or feature of the KwipShare Platform, the latter terms and conditions will take precedence with respect to your access to or Use of that area or feature, unless expressly specified otherwise.

2.4 Accessing Apps Via App Stores. If and to the extent that you access or download a KwipShare Application from the Apple App Store, Google Play, or any other online marketplace for software programs commonly called "Apps" or "Applications", then you agree to such online marketplace's end user license agreement and or other terms and conditions that must be agreed to as part of the App acquisition process.

3. Use of the KwipShare Platform; Listing and Booking Assets

3.1 Right to Access and Use the KwipShare Platform. Subject to your compliance with all of the terms and conditions of this TOS (including payment obligations), KwipShare grants to you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (a) Use the KwipShare Platform, (b) download and use the KwipShare Application on your personal device(s); and (c) access and view any Collective Content made available on or through the KwipShare Platform and accessible to you, solely for your own use. You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the KwipShare Platform or Collective Content, except to the extent you are the legal owner of Your Content or as expressly permitted in this TOS. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by KwipShare or its licensors, except for the licenses and rights expressly granted in this TOS.

3.2 Terms Applicable to Listings.

3.2.A Listings. When creating a Listing through the KwipShare Platform you must (a) provide sufficient and accurate information about the Asset that you are offering to Lease to other Members to adequately describe the applicable Asset to the other Members (such as a description of the Asset, location, calendar availability, transportation and delivery requirements and other logistics details, Listing Fees (as defined below), etc.), (b) disclose any deficiencies, restrictions and requirements such as required licenses that apply (such as any licensing, insurance, minimum age, proficiency or fitness requirements for use of any Equipment), and (c) provide any other pertinent information deemed necessary or desirable by you or that may be requested by KwipShare. Any terms and conditions included in your Listing must not conflict with any term or condition of this TOS. You are responsible for keeping your Listing information (including calendar availability) up-to-date at all times.

3.2.B Listing Fee; Security Deposits. You are solely responsible for setting the price for the Listing (including any security deposit for your Assets (a "Security Deposit"), miscellaneous charges

such as cleaning, transportation fees or fuel charges, and any Taxes, if applicable) (collectively, all such pricing and fee requirements, the “**Listing Fee**”). Once another Member submits a request for the Booking of a Listing, you may not increase the price for the Listing unless the other Member requests any changes to the terms of the Lease that are specified in the Listing (such as a proposed change to the Listing Fee). Similarly, if you choose to require a Security Deposit for your Assets, you must specify this in your Listing, and you are not allowed to ask for a Security Deposit after a Booking has been confirmed via an Accepted Deal Request. KwipShare is not responsible for administering or accepting any claims by Members related to Security Deposits.

3.2.C Your Representations Regarding Listings. You represent and warrant that any Listing you post and the Lease of any Asset specified in a Listing will (a) not breach any agreements you have entered into with any third parties, such as other Municipalities, your Personnel, or any unions that represent any of your Personnel, and (b) comply with all applicable laws (such as zoning, environmental and employment laws), Tax requirements, and other rules and regulations (including having and properly maintaining all required permits, licenses and registrations). As a user of the KwipShare Platform, you are responsible for all of your own acts and omissions and are also responsible for the acts and omissions of any individuals who you invite, or otherwise provide access to, the KwipShare Platform or any Leased Asset, whether or not they are your personnel.

3.2.D Use of Images. Pictures, animations or videos (collectively, “**Images**”) used in your Listings must accurately reflect the quality and condition of your Asset(s). KwipShare reserves the right to require that certain types of Listings have a minimum number of Images of a certain format, size and resolution.

3.2.E Listing Search Results. The placement and ranking of Listings in search results on the KwipShare Platform may vary and will depend on a variety of factors, such as the search parameters (including geographical limits), preferences and requirements entered by the Member searching, price, calendar availability, number and quality of Images, customer service and cancellation history, Reviews and Ratings, type of Asset offered, and/or ease of booking, in each case, as determined by KwipShare and/or the KwipShare Platform.

3.2.F Accepted Deal Request. When you accept a Booking submitted by another Member and enter into an Accepted Deal Request (which shall be generated and submitted for final approval to both the prospective Lender and the prospective Borrower once all of the terms of the Lease have been agreed to via the Listing/Booking request process that is described in this Section 3) with such other Member, you are entering into a legally binding agreement with such other Member, and thereafter you shall be required (subject to the occurrence of any Force Majeure Event) to Lease to such Member, in its capacity as a Borrower, the applicable Asset as described in, and in accordance with the terms and conditions specified in (including the agreed upon fee for the Lease (the “**Leasing Fee**”), this TOS and such Accepted Deal Request. You also agree to pay the applicable Service Fees to KwipShare and to withhold, collect and pay any applicable Taxes in accordance with all applicable laws, rules and regulations governing Taxes.

3.3 Terms Applicable to Bookings.

3.3.A Bookings. Subject to meeting any requirements (such as completing any verification processes) set by KwipShare and/or the Member that posted a Listing, you can book a Listing that is available on the KwipShare Platform by following the respective booking process. The Member posting the Listing shall be required to post the Listing Fee for the Lease of the applicable Asset(s), which Listing Fee shall include all applicable fees, including any required Security Deposit (if applicable), and any applicable Taxes. If you submit a Booking request you are agreeing to pay the Listing Fee specified in

the applicable Listing, or such other amount as you may propose in your Booking request (the “**Requested Booking Fee**”). You should carefully review the description of any Asset you intend to book to ensure that you meet any licensing, insurance, minimum age, proficiency or fitness requirements for the use of any Asset that the Lender has specified in their Listing. At your sole discretion, you may want to inform the Lender of any medical or physical conditions, or other circumstances that may impact your (or your personnel’s) ability to use any Equipment. In addition, certain laws, rules and regulations at the Asset’s location may also apply. You are solely responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to your Lease of any Asset.

3.3.B Accepted Deal Request. Upon your submission of a Booking and your entering into an Accepted Deal Request (which shall be generated and submitted for final approval to both the prospective Lender and the prospective Borrower once all of the terms of the Lease have been agreed to via the Listing/Booking request process) with the Member that posted the Listing, you are entering into a legally binding agreement with such other Member, and thereafter you shall be required (subject to the occurrence of any Force Majeure Event) to Lease from such Member, in its capacity as a Lender, the applicable Asset as described in, and in accordance with the terms and conditions specified in, this TOS and such Accepted Deal Request. You also agree to pay the agreed upon Leasing Fee in accordance with the terms and conditions of the Accepted Deal Request, with such payment to be processed by the Payment Processor(s). You understand that an Accepted Deal Request for the Lease of an Asset is a limited license granted to you by the Lender to use the Asset for the duration of the Lease term and in accordance with the terms and conditions specified in this TOS and in the Accepted Deal Request.

3.3.C Adherence to Lender’s Instructions. Before and during an Asset Lease, you, in your capacity as Borrower, must at all times adhere to all instructions provided by the Lender with respect to the use and operation the Leased Asset, whether such instructions are included or provided in the Listing, in the Accepted Deal Request, in communication with the Lender (whether via the KwipShare Platform or otherwise), or in any written material delivered by the Lender to you in any form or media (i.e., whether in hard-copy or digital form).

3.3.D Return of Assets. You agree to return the Equipment and/or to permit the Personnel to leave no later than the end of the Lease term specified in the applicable Accepted Deal Request, or such other time as mutually agreed upon in writing between you and the Lender. If you fail to return (or permit the return of) any such Equipment or Personnel by the end of such Lease term without obtaining the Lender’s prior written consent (a “**Lease Holdover**”), you no longer have a license to use the applicable Asset(s) and the Lender is entitled to make you pay in a manner consistent with applicable law or pay a penalty. In addition, you agree to pay, if requested by the Lender, for each hour of the Lease Holdover, an additional fee of up to two (2) times the average hourly fee for the applicable Asset in order to cover the inconvenience suffered by the Lender, plus all applicable cost and expense (including reasonable attorney’s fees) incurred by the Lender to recover any Asset that was the subject of the Lease Holdover (collectively, “**Lease Holdover Fees**”). If you cause a Lease Holdover and the Lender imposes a Lease Holdover Fee as described immediately above, you authorize KwipShare (via the Payment Processor(s)) to charge you to collect such Lease Holdover Fees specified by the Lender. A Security Deposit, if required by a Lender, may be applied to any Lease Holdover Fees due for a Borrower’s Lease Holdover.

3.3.E Use/Supervision by Your Personnel. If you specify in your Booking or in the Accepted Deal Request that only certain of your personnel shall be permitted to use any Equipment or to supervise any Personnel, then only those of your personnel so designated may use such Equipment or supervise such Personnel.

4. Booking Modifications; Cancellations and Refunds

4.1 Modifications to Leasing Terms. The Members that are parties to an Accepted Deal Request shall be responsible for making any modifications (including modifications to the Leasing Fees) to such Accepted Deal Request, and such modifications shall be made by both parties agreeing to such modifications via the KwipShare Platform (“**Booking Modifications**”).

4.2 Cancellation of Leases. A Member can cancel an Accepted Deal Request only pursuant to the cancellation policy, if any, specified in such Accepted Deal Request, and if a Member so cancels an Accepted Deal Request, KwipShare shall cause the Payment Processor(s) to refund the applicable portion of the Leasing Fee in accordance with such cancellation policy.

4.3 Cancellations Due to Weather Events or Safety Concerns. For Equipment or Personnel Leases, if inclement weather or some other event creates an unsafe scenario for the users of the Equipment (whether Lender’s Personnel or Borrower’s personnel), the applicable Lender and Borrower shall work together in good faith to attempt to agree upon a Booking Modification that is reasonably acceptable to both parties.

4.4 Cancellations by KwipShare. In certain circumstances, KwipShare may decide, in its sole discretion, that it is necessary to cancel an Accepted Deal Request and make appropriate refund and payout decisions. This may occur (a) if KwipShare believes in good faith, while taking the legitimate interests of both parties into account, this is necessary to avoid significant harm to KwipShare, other Members, third parties or property, or (b) for any of the reasons set out in this TOS.

4.5 Agreement to Remit Refundable Amounts. If you are acting in your capacity as a Lender and your Borrower cancels an Accepted Deal Request, and the cancelling Borrower is eligible to receive a refund or all or a portion of the Leasing Fee already tendered by the Borrower for the cancelled Lease pursuant to this TOS or the cancellation policy set forth in the applicable Accepted Deal Request, you agree that (a) to the extent that a Payment Processor is still in possession of any amounts paid by the Borrower under such Accepted Deal Request shall be available to provide the applicable refund to the Borrower, and (b) in the event you have already been paid all or a portion of the Leasing Fee that would have been due to you under the Accepted Deal Request, then KwipShare will be entitled to recover from you, on behalf of the cancelling Borrower, the amount of any such refund amount, including by subtracting such refund amount out from any future payouts that are or become due to you under this TOS. The applicable Payment Processor shall handle all such payments.

5. Damage to Equipment and Injury to Personnel, Disputes Between Members

5.1 General Responsibilities With Respect to Leased Assets. In your capacity as a Borrower of any Asset(s), you are responsible for keeping and leaving the Asset(s) (including any personal or other property in, on or accompanying the Equipment or Personnel) in the same condition it was in when you took delivery of such Asset, exclusive of normal wear and tear. In addition, in connection with your leasing of any Asset under this TOS, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the KwipShare Platform or any Leased Asset, whether or not they are your personnel.

5.2 Damage to Equipment or Personnel. If a Member, in its capacity as a Lender, claims and provides evidence that another Member, in its capacity as a Borrower, has damaged any of such Lender’s Assets or any personal or other property in, on or accompanying any Equipment or Personnel (a “**Damage Claim**”), such Lender may seek payment from the Borrower by providing written notice of such Damage Claim, and such Lender Member and Borrower Member shall negotiate in good faith in an attempt to resolve such Damage Claim. If such Lender Member and Borrower Member are not able to amicably resolve such Damage Claim within thirty (30) days of the date of the notice of Damage Claim, you and

such other Member shall be obligated to resolve such Damage Claim in accordance with the Dispute Resolution and Arbitration provisions of Section 15. KwipShare shall have no obligation to either the Lender Member or the Borrower Member with respect to any Damage Claim, and KwipShare hereby fully disclaims any and all liability related thereto, and you hereby waive any right to seek recovery from KwipShare with respect to any Damage Claim.

5.3 Insurance Policies. KwipShare recommends that you (and all other Members) obtain and maintain appropriate municipal and/or other insurance to cover and provide adequate insurance for their activities under this TOS, including, without limitation, the use of the KwipShare Platform and the Listing and/or Booking of leases of any Asset(s) under this TOS, whether in your capacity as a Lender or Borrower, as applicable. Please review any respective insurance policy carefully, and in particular make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover (a) your actions under this TOS as either a Lender or a Borrower of any Asset(s), and (b) the actions or inactions of the Member(s) to whom you lease to or lease from any Asset(s) (as well as any of their employees, agents or subcontractors who actually use or interact with any such Asset). You may be required to certify on an Accepted Deal Request that you maintain adequate insurance coverage to cover your lease from or lease to the other Member of the applicable Asset that is the subject of such Accepted Deal Request, and you may be required to provide related certificates of insurance evidencing your maintenance of any and all such insurance policies.

6. Ratings and Reviews

6.1 Member Reviews. Within a certain timeframe after completing an Accepted Deal Request (or abandoning the attempt to complete a Booking) or a Lease of an Asset, each Member who was a party to such Booking or Lease can leave a public review (“**Review**”) and submit a star rating (“**Rating**”) about the other participating Member. Ratings or Reviews reflect the opinions of individual Members and do not reflect the opinion of KwipShare. Ratings and Reviews are not verified by KwipShare for accuracy and may be incorrect or misleading. Ratings and Reviews are part of a Member’s public profile and may also be published elsewhere on the KwipShare Platform (such as on any Listing page posted by such Member), together with other relevant information such as number of Listings, number of Bookings, number of cancellations, average response time and other information.

6.2 Requirements for Ratings and Reviews. Ratings and Reviews by Members must be accurate and may not contain any offensive or defamatory language. While KwipShare is not obligated to monitor any Ratings or Reviews, Ratings and Reviews are subject to review by KwipShare and any Rating or Review may be deleted by KwipShare if it determines, in its sole discretion, that such Rating or Review violates any term or condition of this TOS or any KwipShare Policy.

7. Intellectual Property Rights

7.1 KwipShare’s Intellectual Property. You acknowledge and agree that the KwipShare Platform (and all portions and components thereof, including, but not limited to, the software and systems underlying the KwipShare Platform, the KwipShare Content, the Member Content, and all graphics and logos displayed on the KwipShare Platform), including all associated intellectual property rights therein, are the exclusive property of KwipShare and/or its licensors or authorizing third-parties, and except as expressly provided otherwise in this TOS, you shall not be granted any rights in or to the KwipShare Platform. The KwipShare Platform, the KwipShare Content, and the Member Content may, either in its entirety or in part, be protected by copyright, trademark, and/or other laws of the United States and other countries. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the KwipShare Platform, the KwipShare

Content or the Member Content. All trademarks, service marks, logos, trade names, and any other source identifiers of KwipShare used on or in connection with the KwipShare Platform and KwipShare Content are trademarks or registered trademarks of KwipShare in the United States and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the KwipShare Platform, the KwipShare Content or the Member Content are used for identification purposes only and may be the property of their respective owners.

7.2 Your Content. You are solely responsible for all of Your Content that you make available on or through the KwipShare Platform. Accordingly, you represent and warrant that: (a) you either are the sole and exclusive owner of all of Your Content that you make available on or through the KwipShare Platform or you have all rights, licenses, consents and releases that are necessary to grant to KwipShare the rights in and to such of Your Content, as contemplated under this TOS; and (b) neither Your Content nor your posting, uploading, publication, submission or transmittal of Your Content or KwipShare's use of Your Content (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

7.2.A Restrictions With Respect to Your Content. You will not post, upload, publish, submit or transmit any Content that: (a) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (b) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (c) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (d) is violent or threatening or promotes violence or actions that are threatening; (e) promotes illegal or harmful activities or substances; or (f) violates any KwipShare policy that is posted on or via the KwipShare Platform (each a "**KwipShare Policy**"). Although KwipShare shall have no obligation to monitor Your Content or any other Member Content, KwipShare may, without prior notice, remove or disable access to any of Your Content or any Member Content that KwipShare finds to be in violation of this TOS or any then current KwipShare Policy, or otherwise may be harmful or objectionable to KwipShare, its Members or third parties.

7.3 KwipShare's Right to Use Your Intellectual Property. By creating, uploading, posting, sending, receiving, storing, or otherwise making available any of Your Content on or through the KwipShare Platform, you grant to KwipShare a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to Your Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner Your Content on or via the KwipShare Platform, and also to provide and/or promote the KwipShare Platform, in any media or platform (provided that KwipShare shall not provide or promote any of Your Content outside of the KwipShare Platform that you have not set to be Shared on or via the KwipShare Platform, such as any non-public inventory of Assets or related documentation that has been uploaded to the KwipShare Platform, yet which is not accessible or viewable by any other Members). Unless you provide specific written consent, KwipShare does not claim any ownership rights in any of Your Content and nothing in this TOS will be deemed to restrict any rights that you may have to use or exploit Your Content.

7.4 Copyright Infringement. KwipShare respects copyright law and expects all of its Members to do the same. If you believe that any Collective Content on the KwipShare Platform infringes any copyrights you own, please notify us in accordance with the terms and provisions of our Website Terms of Use.

7.5 Feedback. We welcome and encourage you to provide feedback, comments and suggestions for improvements to the KwipShare Platform ("**Feedback**"). You may submit Feedback via the KwipShare Platform, by emailing us at support@kwipshare.com or at such other email address as may be specified

on the KwipShare Platform, or by any other means of communication made available by the KwipShare Platform. Any Feedback that you submit to us will be considered non-confidential and non-proprietary to you, and by submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you. Thank you in advance for helping us to improve the KwipShare Platform!

8. Confidentiality

8.1 Definition of Confidential Information. “**Confidential Information**” means all non-public technical, financial, business or other information or data owned, possessed or used by one party (such party in such capacity, the “**Disclosing Party**”), that is learned of or otherwise provided to the other party (such party in such capacity, the “**Receiving Party**”) in connection with the Use of the KwipShare Platform and the performance of a party’s obligations under this TOS, whether or not labeled “Confidential,” including, but not limited to, (a) information about the Disclosing Party’s property, equipment, products, customers, partners, and operations and strategies, (b) financial information, forecasts, and personnel information, (c) private, personal or other proprietary information (including information of or about third parties that the Disclosing Party has an obligation to keep confidential) disclosed to the Receiving Party by or on behalf of the Disclosing Party, and (d) the terms and conditions of this TOS and the features and functionality of the KwipShare Platform.

8.2 Obligations of Confidentiality. Except as otherwise expressly provided in this TOS, the Receiving Party will use the Confidential Information of the Disclosing Party only as necessary to perform the Receiving Party’s obligations and to exercise the Receiving Party’s rights under this TOS, and the Receiving Party will not, directly or indirectly, publish, disseminate or otherwise disclose the Confidential Information of the Disclosing Party to any third party; provided, however, that the Receiving Party may disclose Confidential Information of the Disclosing Party to such Receiving Party’s personnel who need to know such Confidential Information of the Disclosing Party in order to perform the obligations or exercise the rights of the Receiving Party under this Agreement and who are obligated to use and protect the confidentiality of such Confidential Information of the Disclosing Party under terms at least as stringent as those set forth in this Section. Each party will exercise reasonable precautions to protect the integrity and confidentiality of the Confidential Information of the Disclosing Party.

8.3 Exceptions. A Receiving Party will have no obligations of confidentiality and non-use with respect to any portion of Confidential Information of the Disclosing Party that the Receiving Party can establish by competent written evidence: (a) was known to the Receiving Party prior to receipt from the Disclosing Party and not otherwise subject to an obligation of confidentiality to the Disclosing Party; (b) was generally known to the public prior to receipt from the Disclosing Party; (c) becomes generally known to the public through no fault or omission of the Receiving Party; or (d) was received by the Receiving Party in good faith from a third party who is not subject to an obligation of confidentiality.

8.4 Disclosures Required by Law. In the event that the Receiving Party is required by a governmental authority or by order of a court of competent jurisdiction to disclose any Confidential Information of the Disclosing Party, and unless otherwise prohibited by applicable law, the Receiving Party will give prompt prior written notice to the Disclosing Party of any such required disclosure so that, prior to such required disclosure, the Disclosing Party may seek an appropriate protective order or other similar remedy with respect to such information. In each such instance, the Receiving Party will reasonably cooperate with the Disclosing Party, at the Disclosing Party’s sole cost and expense, in the Disclosing Party’s efforts to seek such a protective order or other remedy. In the event that no such protective order or other remedy is obtained, the Receiving Party will furnish only that portion of the Confidential Information of the Disclosing Party that it is legally required to furnish.

8.5 Ownership of Confidential Information. As between the parties, all Confidential Information of the Disclosing Party is and will remain the sole and exclusive property of such Disclosing Party. Neither this Agreement nor any disclosure hereunder will be deemed, by implication or otherwise, to vest in the Receiving Party any license, interest, or ownership rights of any kind to or under any Confidential Information of the Disclosing Party, including, without limitation, inventions, patents, know-how, trade secrets, trademarks, copyrights, or other intellectual property rights owned or controlled by the Disclosing Party.

9. Representations and Warranties; Disclaimer

9.1 KwipShare's Representations and Warranties. KwipShare represents, warrants and covenants that: (a) KwipShare has the power and authority to enter into and perform its obligations under this TOS; and (b) KwipShare will use commercially reasonable efforts to cause the KwipShare Platform to be available twenty-four (24) hours per day, seven (7) days a week, three hundred and sixty-five (365) days per year, outside of scheduled downtime for maintenance and upgrades and Force Majeure Events (as defined below).

9.1.A EXCEPT FOR THE WARRANTIES EXPLICITLY PROVIDED IN THIS TOS, KWIPSHARE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE KWIPSHARE PLATFORM OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE KWIPSHARE PLATFORM. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, KWIPSHARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. YOU ACKNOWLEDGE, BY YOUR USE OF THE KWIPSHARE PLATFORM, THAT YOUR USE OF THE KWIPSHARE PLATFORM IS AT YOUR SOLE RISK. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS TOS. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

9.2 Your Representations and Warranties. You hereby represent, warrant and covenant to KwipShare as follows:

9.2.A You have the power and authority to enter into and perform your obligations under this TOS;

9.2.B You will comply with all applicable laws in connection with your use of the KwipShare Platform, and you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the KwipShare Platform;

9.2.C You agree that you have had whatever opportunity you deem necessary to investigate the KwipShare Platform and the laws, rules, or regulations that may be applicable to your use of the KwipShare Platform, and that you are not relying upon any statement of law or fact made by KwipShare relating to your use of the KwipShare Platform;

9.2.D Your Content does not infringe upon or violate any patent, copyright, trademark or other proprietary rights of any third party;

9.2.E You will not use or publish any Collective Content in a manner that will infringe upon or violate any patent, copyright, trademark or other proprietary rights of any third party;

9.2.F You will not upload to or otherwise infect the KwipShare Platform (or any portion thereof) with any malicious code, including but not limited to viruses, Trojan horses, worms, time bombs,

cancelbots, ransomware, spyware, malware, or any other computer programming routines that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, data, or personal information;

9.2.G You will pay all applicable Leasing Fees and Service Fees when due and payable under this Agreement;

9.2.H You are not located in, under the control of, or a national or resident of a country in which the United States or any other applicable country maintains an embargo, and it is not a person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders;

9.2.I You agree that the Lease of certain Assets may carry inherent risk, and by participating in such services, you choose to assume those risks voluntarily. For example, the Lease of certain Assets may carry risk of bodily injury, illness, disability, or death, and you freely and willfully assume those risks by choosing to participate in those Leases of such Assets. You agree to release and hold harmless KwipShare from all liabilities and claims that may arise in any way from any injury, death, loss or harm that occurs as a result of, or in any way connected to, your use of the KwipShare Platform.

10. Restrictions and Prohibited Activities

10.1 Communication Restrictions and Non-Solicitation. You agree that all communications between you and other Members in connection with your Listing, Booking or Lease of any Asset(s) that you first learn of via the KwipShare Platform shall be conducted via the KwipShare Platform; provided, however, that you shall be allowed to conduct supplemental communications with another Member outside of the KwipShare Platform so long as the Lease of the applicable Asset is conducted via the KwipShare Platform in accordance with the terms and conditions of this TOS. For a period of twelve (12) months following the date that you view the Asset of another Member via the KwipShare Platform (the "**Restricted Period**"), without the prior written consent of KwipShare, you, either on your own behalf or in partnership or jointly in conjunction with, or for the benefit of any other person or entity, will not solicit such other Member outside of the KwipShare Platform in connection with any offer to lease from/to such other Member any Asset(s) that you first learned of via the KwipShare Platform. If you violate this restrictive provision, KwipShare shall have the right to charge to you the Service Fee that KwipShare would have been permitted to charge to you had you used the KwipShare Platform to lease the applicable Asset.

10.2 Prohibited Activities. In connection with your use of the KwipShare Platform, you will not and will not assist or enable others to:

10.2.A breach or circumvent any applicable laws or regulations, agreements with third-parties (including any unions that represent any of your personnel), third-party rights, this TOS, or any KwipShare Policy;

10.2.B use the KwipShare Platform or Collective Content for any commercial or other purposes that are not expressly permitted by this TOS or in a manner that falsely implies any KwipShare endorsement or partnership, or otherwise misleads others as to your affiliation with KwipShare;

10.2.C collect, copy, transit, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the KwipShare Platform in any way that is inconsistent with KwipShare's Privacy Policy or this TOS or that otherwise violates applicable privacy laws or regulations or the privacy rights of any other Members or third parties;

10.2.D use the KwipShare Platform in connection with the distribution of unsolicited commercial messages (“spam”);

10.2.E offer, as a Lender, any Asset that you do not yourself own or have permission to make available for Lease through the KwipShare Platform;

10.2.F unless KwipShare explicitly permits otherwise, book any Listing if you will not actually be using the Leased Asset (i.e., if you will in turn loan such Leased Asset to a third party and/or otherwise permit a third party to use a Leased Asset);

10.2.G contact another Member via the KwipShare Platform for the purpose of recruiting or otherwise soliciting such other Member to join third-party services, applications or websites, in each instance without KwipShare’s prior written approval;

10.2.H use the KwipShare Platform to begin the process to request, make or accept a Booking and/or a Lease of an Asset, yet to finalize such booking or lease outside of and independent of the KwipShare Platform, whether to circumvent any Service Fees or for any other reason;

10.2.I request, accept or make any payment for Leasing Fees outside of the KwipShare Platform. If you do so, you acknowledge and agree that you: (a) would be in material breach of this TOS; (b) accept all risks and responsibility for such payment, (c) hold KwipShare harmless from any liability for such payment, and (d) will tender to KwipShare the full amount of the Service Fee that would have been due to KwipShare had the Member accepted such payment via the KwipShare Platform (including through a Payment Processor);

10.2.J use the KwipShare Platform to defame, abuse, threaten, harass anyone, or to discriminate against anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behavior or to otherwise violate the legal rights of others;

10.2.K publish, post, upload, email, distribute or disseminate any defamatory, misleading, infringing or unlawful content;

10.2.L use, display, mirror or frame the KwipShare Platform or Collective Content, or any individual element within the KwipShare Platform, KwipShare’s name, any KwipShare trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the KwipShare Platform, without KwipShare's express advance written consent;

10.2.M dilute, tarnish or otherwise harm the KwipShare brand in any way, including through unauthorized use of Collective Content, registering and/or using KwipShare or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to KwipShare domains, trademarks, taglines, promotional campaigns or Collective Content;

10.2.N use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the KwipShare Platform for any purpose;

10.2.O avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by KwipShare or any of KwipShare’s providers or any other third party to protect the KwipShare Platform;

10.2.P attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the KwipShare Platform;

10.2.Q take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the KwipShare Platform;

10.2.R export, re-export, import, or transfer the Application except as authorized by United States law, the export control laws of your jurisdiction, and any other applicable laws; or

10.2.S violate or infringe anyone else's rights or otherwise cause harm to anyone.

10.3 Disclaimer of Obligation to Monitor the KwipShare Platform. You acknowledge that KwipShare has no obligation to monitor the access to or use of the KwipShare Platform by any Member or to review, disable access to, or edit any Member Content, but has the right to do so to (a) operate, secure and improve the KwipShare Platform (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (b) ensure Members compliance with this TOS; (c) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (d) respond to Member Content that it determines is harmful or objectionable; or (e) as otherwise set forth in this TOS. You agree to cooperate with and assist KwipShare in good faith, and to provide KwipShare with such information and take such actions as may be reasonably requested by KwipShare with respect to any investigation undertaken by KwipShare or a representative of KwipShare regarding the use or abuse of the KwipShare Platform.

10.4 Reporting Inappropriate Conduct to KwipShare. If you feel that any Member you interact with, whether online or in person, is acting or has acted inappropriately, including but not limited to anyone who (a) engages in offensive, violent or sexually inappropriate behavior, (b) you suspect of stealing (or attempting to steal) from you, or (c) engages in any other disturbing conduct, you should immediately report such person to KwipShare and you should consider reporting such person to the appropriate authorities (if you feel such reporting to be warranted). You agree that any report you make will not obligate us to take any action (beyond that required by law, if any).

11. Service Fees; Payments

11.1 KwipShare Service Fees. KwipShare may charge fees to Members ("Service Fees") in consideration for KwipShare's provision of the right to Use the KwipShare Platform and the facilitation of the leasing by a Member of any Asset(s) of another Member. Any applicable Service Fees either will be posted on the KwipShare Platform or otherwise displayed or provided to you prior to your posting a Listing on or Booking a Listing via the KwipShare Platform (and in all instances, prior to you entering into an Accepted Deal Request), and KwipShare reserves the right to change the rate(s) for its Service Fees at any time by posting such change on the KwipShare Platform. You shall be responsible for paying any Service Fees that you owe to KwipShare as a result of your Use of the KwipShare Platform. The applicable Service Fees shall be collected and distributed by KwipShare's Payment Processor(s). The Payment Processor(s) may deduct any Service Fees (as well as any other required deductions or withholdings) from the Leasing Fee due from the Borrower to the Lender under the applicable Accepted Deal Request before remitting the payout to the Lender. Except as otherwise expressly provided on the KwipShare Platform, Service Fees are non-refundable.

11.2 Payment in U.S. Dollars. The Service Fees shall be payable in U.S. Dollars. Unless expressly stated otherwise in the applicable Accepted Deal Request, all amounts due under any Accepted Deal Request shall be payable in U.S. Dollars.

11.3 Taxes. You are solely responsible for determining your obligations to report, collect, remit or include in your Listing Fees (and ultimately in each applicable Accepted Deal Request) any applicable Taxes in connection with your Use of the KwipShare Platform and your leasing of any Asset. Tax regulations may require us to collect appropriate Tax information from Members, or to withhold Taxes

from payouts to Members, or both. If a Member fails to provide us with documentation that we determine to be sufficient to alleviate our obligation (if any) to withhold Taxes from payouts to you, we reserve the right to freeze all payouts, withhold such amounts as required by law, or to do both, until resolution. While Municipalities often are free from the obligation to pay any taxes, every state or other jurisdiction may have separate requirements. Make sure that you understand all applicable laws, rules and regulations governing the leasing, renting, sharing, or borrowing of Assets in your Municipality, state or other jurisdiction. You understand that any appropriate governmental agency, department and/or authority (“**Tax Authority**”) where your Asset(s) are located may require Taxes to be collected from Members on Leasing Fees, and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these Taxes may be required to be collected and remitted as a percentage of the Listing Fees set by Members, a set amount per day, or other variations.

12. Term and Termination; Suspensions and Other Measures

12.1 General Term. This TOS shall be effective for a 30-day term, at the end of which it will automatically and continuously renew for subsequent 30-day terms until such time when you or KwipShare terminate this TOS in accordance with this Section 12.

12.2 Termination for Convenience. You may terminate this TOS at any time by providing us with notice. If you cancel your KwipShare Account as a Member, any Accepted Deal Requests that remain open shall remain effective until they are completed or cancelled in accordance with the terms and conditions of this TOS, and this TOS shall continue to govern such open and effective Accepted Deal Requests.

12.3 Termination by KwipShare. KwipShare may terminate this TOS upon fifteen (15) days’ prior written notice to you in the event of a material breach of this TOS by you which is not cured during such notice period. In addition, KwipShare may take any of the following measures (a) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (b) you have breached this TOS (including payment terms), any KwipShare Policy, applicable laws, regulations, or third party rights, (c) you have provided inaccurate, fraudulent, outdated or incomplete information during the KwipShare Account registration process, Listing process, Booking process or thereafter, (d) you and/or your Listings, Bookings or Lease of Assets at any time fail to meet any applicable quality or eligibility criteria, (e) you have repeatedly received poor Ratings or Reviews or KwipShare otherwise becomes aware of or has received complaints about your performance or conduct, (f) you have repeatedly cancelled Accepted Deal Requests or have failed to respond to Booking requests without a valid reason, or (g) KwipShare believes in good faith that such action is reasonably necessary to protect the personal safety or property of KwipShare, its Members, or third parties, or to prevent fraud or other illegal activity:

12.3.A refuse to post or publish, or delete or delay any Listings, Ratings, Reviews, or any of Your Content;

12.3.B cancel any pending or confirmed Bookings;

12.3.C limit your access to or use of the KwipShare Platform;

12.3.D temporarily or permanently revoke any special status associated with your KwipShare Account;

12.3.E temporarily or in case of severe or repeated offenses permanently suspend your KwipShare Account and stop providing you with access to the KwipShare Platform.

13. In case of non-material breaches and where appropriate, you will be given notice of any intended measure by KwipShare and an opportunity to resolve the issue to KwipShare's reasonable satisfaction prior to KwipShare taking any of the above described action.

13.1 Possible Effects of Termination by KwipShare. If we take any of the measures described above, then (a) we may elect to refund your Borrowers in full for any and all Accepted Deal Requests that have been cancelled, irrespective of preexisting cancellation policies, and (b) you will not be entitled to any compensation for pending or confirmed Bookings that were cancelled in connection with this Section 12.4. When this TOS has been terminated, you are not entitled to a restoration of your KwipShare Account or any of Your Content. If your access to or use of the KwipShare Platform has been limited or your KwipShare Account has been suspended or this TOS has been terminated by KwipShare, you may not register a new KwipShare Account or access and use the KwipShare Platform through a KwipShare Account of another Member.

13.2 Survival. If you or we terminate this TOS, the clauses of this TOS that reasonably should survive termination of this TOS will remain in effect, including, in particular, Sections 1.2, 7, 8, 9, 12.5, and 13 through 17.

14. Indemnification

14.1 Your Indemnification Obligations. You agree to release, defend (at KwipShare's option), indemnify, and hold KwipShare, its officers, directors, employees, agents, representatives, vendors, licensees or suppliers harmless from and against any and all claims, damages, losses, liabilities, costs (including reasonable legal fees) or other expenses arising out of or in any way connected with: (a) your breach of this TOS; (b) your improper use of the KwipShare Platform; (c) your breach of any laws, regulations or third party rights; (d) your interaction with any Member via or in connection with your use of the KwipShare Platform; and/or (e) any allegation that any materials that you submit to us or transmit on the KwipShare Platform infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party.

15. Limitation of Liability

15.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL KWIPSHARE OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS, LICENSORS OR SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE KWIPSHARE PLATFORM, OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE KWIPSHARE PLATFORM, OR FOR ANY INFORMATION, CONTENT OR SERVICES OBTAINED THROUGH THE KWIPSHARE PLATFORM, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF KWIPSHARE HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, IN NO EVENT SHALL KWIPSHARE'S LIABILITY UNDER THIS TOS, INCLUDING FOR DIRECT DAMAGES, EXCEED THE AMOUNT OF FEES PAID TO KWIPSHARE UNDER THIS TOS IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM FOR DAMAGES. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN KWIPSHARE AND YOU. SOME JURISDICTIONS DO NOT

ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

16. Dispute Resolution; Arbitration

16.1 Agreement to Arbitrate. You and KwipShare mutually agree that any dispute, claim or controversy arising out of or relating to this TOS (including ones between Members) or the breach, termination, enforcement or interpretation thereof, or to the use of the KwipShare Platform, the Lease of Asset(s), or the use of Collective Content (collectively, “**Disputes**”) will be settled by binding arbitration (the “**Arbitration Agreement**”). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to a Dispute under this TOS, you and KwipShare (or you and the applicable other Member) agree that the arbitrator will decide that issue.

16.2 Arbitration Proceedings. In the event of a dispute between the parties, the parties agree that an executive from each party shall negotiate in good faith in an effort to resolve the dispute. If such dispute is not resolved after such discussion then the parties shall arbitrate their dispute as provided herein. Except for claims seeking injunctive relief for which court relief may be sought, or claims involving intellectual property rights or proprietary information, the parties shall arbitrate any dispute resulting from or arising as a result of this TOS. Any such arbitration shall be in accordance with the commercial rules of the American Arbitration Association (“**AAA**”) and shall be administered by AAA in Boston, Massachusetts, unless the parties mutually agree on an alternate organization for dispute resolution.

16.3 Jury Trial Waiver. You and KwipShare acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

16.4 No Class Actions or Representative Proceedings. You and KwipShare acknowledge and agree that we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding as to all Disputes. Further, unless you and KwipShare both otherwise agree in writing, the arbitrator may not consolidate more than one party’s claims and may not otherwise preside over any form of any class or representative proceeding. If this paragraph is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute.

17. Miscellaneous

17.1 Entire Agreement. This TOS (along with all schedules and other documents that are referred to herein and are incorporated by reference) constitute the entire agreement between KwipShare and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between KwipShare and you in relation to the access to and use of the KwipShare Platform.

17.2 Severability. The invalidity, illegality, or unenforceability of any provisions of this TOS, by statute, court or otherwise, shall not affect the validity, legality, or enforceability of any other provision of this TOS, which shall remain in full force and effect.

17.3 Modification of the TOS. KwipShare reserves the right to modify this TOS at any time in accordance with the following provisions. If we make changes to this TOS, we will post the revised TOS on the KwipShare Platform and update the “Last Updated” date at the top of this TOS. If you disagree with the revised TOS, then you may terminate this TOS with immediate effect by providing written notice to us; provided, however, that if any Accepted Deal Request is then currently in effect, this TOS shall continue to govern such Accepted Deal Request for so long as it remains effective. If you do not terminate this TOS within thirty (30) days of a “Last Updated” date, then at the expiration of such thirty

(30) day period you shall no longer to terminate this TOS pursuant to this Section, and your continued access to or use of the KwipShare Platform will constitute acceptance of the revised TOS.

17.4 Waiver. The failure of either party to exercise any of its rights under this TOS will in no way constitute a waiver of those rights, nor will such a failure excuse the other party from any of its obligations under this TOS.

17.5 Assignment. You may not subcontract or assign or transfer this TOS without obtaining the prior written consent of KwipShare. KwipShare may assign this TOS and its rights and obligations in whole or in part to any parent company or successor in interest resulting from a merger, sale in whole or in part, divestiture of an affiliate, operation of law, acquisition, reorganization, or consolidation of KwipShare or to any entity which acquires all or substantially all of KwipShare's business. This TOS shall inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of the terms of this Section 16.5 shall be void and of no force and effect.

17.6 Notices. All notices to you must be in writing and sent to you at the address provided by you to KwipShare as part of the registration process, and all notices to KwipShare at the address set forth in the KwipShare Site, or to either party at such other address as such party may specify in writing under this procedure. All notices must be given (a) by personal delivery, with receipt acknowledged, or (b) by first class, prepaid certified or registered mail, return receipt requested, (c) by prepaid national express delivery service, or (d) by email. Notices will be effective upon receipt or at a later date stated in the notice.

17.7 Governing Law; Venue. This TOS shall be construed in accordance with the terms and conditions set forth in this TOS and the law of the Commonwealth of Massachusetts, U.S.A, without regard to choice or conflict of laws principles that would cause the application of any other laws. All disputes which arise in connection with this TOS or any claimed breach thereof, shall be resolved, if not sooner settled, by litigation only in Suffolk County, Massachusetts (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the court in question to order changes of venue.

17.8 Status of Parties. Nothing contained in this TOS shall be construed as to create an agency relationship, joint venture or partnership between KwipShare, you, or any other Member. Neither party shall have the power to bind or obligate the other party in any way except as expressly set forth herein.

17.9 Force Majeure. In the event that a party hereto is reasonably prevented from performing its obligations required hereunder by reason of riots, insurrection, terrorist attacks, war, acts of God, force of nature, emergency that could result in physical injury or damage to property, or other reasons beyond its reasonable control (a "**Force Majeure Event**"), then such party's performance shall be excused for the period(s) of the delay, and the period for such party's performance of any such obligation shall be extended for a period equivalent to the period of such delay, provided the party delayed gives written notice to the other party of its inability to perform, and takes commercially reasonable efforts to continue its performance as soon as possible.

17.10 Export Control Laws. In accessing and Using the KwipShare Platform, you will comply with all applicable export control laws in your local jurisdiction. You also represent and warrant that (a) neither you nor any of your Assets are located or take place in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

17.11 Note Regarding Intermunicipal Agreements. In Massachusetts Intermunicipal agreements are generally governed by Massachusetts General Laws, Chapter 40, Section 4A. A significant advantage of

intermunicipal agreements in Massachusetts is that the services or supplies that are properly procured in accordance with MGL Chapter 40, Section 4A are exempt from public bidding pursuant to MGL Chapter 30B, Section 1(b)(3).

18. Definitions

18.1 “**Accepted Deal Request**” means a leasing schedule that specifies all applicable terms and conditions of a Lease of Assets via the KwipShare Platform, and which is accepted by both the applicable Lender and Borrower.

18.2 “**Asset**” means, as applicable, any piece of Equipment or individual Personnel, and “**Assets**” means, collectively, Equipment and/or Personnel, as the case may be and as the context requires.

18.3 “**Booking**” means the process by which a prospective Borrower under this TOS utilizes the KwipShare Platform to respond to a Listing to enter into a Lease for Asset(s).

18.4 “**Borrower**” means a Member that is a party to a Lease entered into under this TOS where such Member is the “lessee” and is the party that is obtaining a Lease to use the Asset(s) of another Member.

18.5 “**Collective Content**” means, collectively, any KwipShare Content, Member Content and Your Content.

18.6 “**Content**” means any text, photos, images, audio, video or other material and information.

18.7 “**Deal**” means a mutually accepted agreement between a Borrower and a Lender pursuant to which the Borrower Leases one or more Asset from the Lender pursuant to the terms of an Accepted Deal Request and this TOS.

18.8 “**Equipment**” means any vehicle, machine, piece of machinery, tool, or other personal property that is owned or leased by a Member, or which a Member otherwise has the right to use.

18.9 “**KwipShare Content**” shall mean all Content that KwipShare makes available on or through the KwipShare Platform, including proprietary KwipShare Content and any Content licensed or authorized for use by or through KwipShare from a third party.

18.10 “**Lease**” means a contract or agreement to provide the right and license to use Equipment or Personnel for a specified period of time, as specified in and subject to the terms and conditions set forth in this TOS and in the applicable Accepted Deal Request.

18.11 “**Lender**” means a Member that is a party to a Lease entered into under this TOS where such Member is the party that is the “lessor” and is granting to another Member the right to use the Asset(s) of such Member.

18.12 “**Listing**” means an offer to Lease Equipment and/or Personnel that is published on the KwipShare Platform by a Member in its capacity as a Lender.

18.13 “**Member**” means a Municipality that is a registered user of the KwipShare Platform and which has a KwipShare Account that remains in good standing.

18.14 “**Member Content**” means all Content that Members (other than you) make available on or through the KwipShare Platform.

18.15 “**Municipality**” means a county, city, town, borough, incorporated village, or other governmental entity or unit, or any division, department or office thereof.

18.16 “**Personnel**” means the officers, employees and staff of a Member.

18.17 **“Sharing”** means to both (a) to make certain specified items or portions of Your Content available for other Members to search and view via the KwipShare Platform, and to view Member Content made available to you via the KwipShare Platform, and (b) to Lease Assets to or from other Members via the KwipShare Platform.

18.18 **“Taxes”** means any applicable sales, use, occupancy, employment, worker’s compensation, income or other tax (including VAT or other indirect taxes) in connection with your Use of the KwipShare Platform and your leasing of any Asset (either as a Lender or Borrower under this TOS).

18.19 **“Use”** means accessing, loading, reviewing, or uploading to the KwipShare Platform.

18.20 **“Your Content”** means any Content that you create, upload, post, send, receive or store on, to or through the KwipShare Platform.