

# LEASE AGREEMENT

Agreement Number \_\_\_\_\_

AGREEMENT TO LEASE EQUIPMENT from BanaLogic Corporation DBA BL Innovare, with principal office at 2563 Eric Lane Unit K, Burlington NC, herein called "BL".

## CUSTOMER INFORMATION

<b>Name of Business:</b>	Type of DEQ Too Business Participant:
<b>Business Location Address:</b>	Contact Name:
	Contact Title:
<b>City:</b>	Email:
<b>State:</b> <b>Zip:</b>	<b>Phone:</b>
<b>Shipping Address (if different than business location)</b>	
<b>City:</b>	
<b>State:</b> <b>Zip:</b>	

## EQUIPMENT DETAILS

BL's OSKAR equipment is approved by the Oregon Department of Environmental Quality for vehicle emissions testing in the DEQ Too™ program. The equipment consists of two paired items: 1) An OBD connection device and 2) A smartphone with a pre-installed software app that is always present on its display screen. The phone provides a user-friendly experience using visual and audio aids to complete tests and view results. The OBD device plugs into the vehicle's DLC port and via the phone's Bluetooth, OSKAR retrieves the emissions related data, stores it on the phone and transmits it to DEQ via Wi-Fi. The sole purpose of the phone is for vehicle emissions testing. It is incapable of making phone calls (other than 911) or texts – and web surfing and email are lockable features.

## TERMS AND CONDITIONS

- FINANCIAL REQUIREMENTS.** The Financial Requirements form associated with this Lease is kept separate to protect the Customer's financial information. It is a per-transaction lease that can vary dependent on several factors. The Customer acknowledges that BL has provided the form to complete and agrees to adhere to the requirements therein.
- DELIVERY.** BL shall deliver the Equipment to the Customer's specified location, in good condition and working order.
- TERMINATION.** Either party may terminate this Agreement by providing the other party with at least 30 days' advance written notice. The Customer agrees to pay BL any outstanding fees, including the final month's lease amount.

4. **MAINTENANCE AND REPLACEMENT.** The Customer agrees to properly operate and protect the Equipment and only use it in the manner for which it was designed and intended, and solely for its own business purposes. BL will repair and/or replace Equipment at no charge to the Customer so long as the necessary service or replacement is due to a malfunction resulting from defects under proper use. The Customer agrees to notify BL promptly in writing when Equipment needs maintenance or replacement.
5. **LOSS OR DAMAGE.** The Customer assumes all risk of Equipment loss including if Equipment is stolen, seized, confiscated, or lost. Customer also assumes all risk for Equipment destruction or damage that results from the Customer's abuse, misuse, or neglect to properly operate and protect the Equipment. The Customer agrees to pay BL the amount necessary to cover the replacement of such lost or damaged Equipment. The Customer's payment obligations will continue under this Agreement regardless of any such loss or damage. The Customer agrees to notify BL promptly in writing of any damage to, or loss or destruction of, the Equipment.
6. **TITLE, PERSONAL PROPERTY.** The Customer understands and agrees that the Equipment is owned by BL and that BL can exercise all rights to secure payment of all amounts due under this Agreement. At all times during the Term, the Equipment is and will remain the property of BL. The Customer shall have no right, title, or interest in the Equipment, except the right to maintain, possess and use the Equipment as provided in this Agreement subject to all the Terms and Conditions herein. The Customer agrees to keep the Equipment free and clear of all liens and will indemnify BL for all costs and expenses arising from any liens, relocation, or recovery of the Equipment.
7. **ASSIGNMENT.** Customer agrees not to assign, transfer, sublet, loan, pledge, or encumber this agreement or the equipment to anyone without BL's prior written consent. BL may assign, pledge, sell or transfer this Agreement and our rights or interest therein to any person or as security, without your consent.
8. **INDEMNITY.** Customer agrees to defend and hold BL harmless against all damages, claims and expenses (including attorney's fees) incurred by BL or its agents or employees relating to (i) Customer's use, operation, possession or other acts or omissions relating to the Equipment, or (ii) Customer's negligence or willful misconduct for any matters relating to this Agreement.
9. **DEFAULT.** The Customer will be in default under this Agreement when: (a) fails to pay any monthly payment or any other payment due to BL under this Agreement within 10 days after its due date; (b) violates or fails to observe, keep or perform any other term, covenant or condition of this Agreement, or any other agreement with BL and such failure continues for 10 days following written notice from BL.
10. **REMEDIES.** Upon any Default, BL or its agents may exercise one or more of the following remedies: (a) suspend the Customer's ability to use the Equipment by temporarily deactivating its ability to transmit OBD data to DEQ until the issue is resolved. The suspended use of Equipment does not release the Customer from any obligation under these Terms and Conditions. (b) with or without terminating this Agreement, demand the immediate return of the Equipment and the payment of any outstanding charges. (c) enter the premises where the Equipment is located and take possession of it by summary proceedings. (d) exercise or pursue any other remedy at law or in equity including specific performance, damages, and recovery of reasonable attorneys' fees and court costs.
11. **CHOICE OF LAW.** Customer understands and agrees that this Agreement was entered into and formed with BL's North Carolina office and as such will be interpreted according to the laws of the state of North Carolina.
12. **OREGON DEQ REQUIREMENTS.** Customer shall comply with all the DEQ Too™ terms and conditions for using the Shared-Type Telematics Device provided by BL. Importantly: (a) the Customer must be authorized by the State of Oregon's Department of Environmental Quality (DEQ) prior to performing vehicle emissions inspections. (b) If Customer is a Host as defined by DEQ, Customer must implement a process satisfactory to BL and DEQ that ensures vehicle owner has voluntarily agreed that the Equipment will send OBD data to DEQ on their behalf. (c) BL and the Customer acknowledge that BL does not have an exclusive arrangement with DEQ to provide this service and that DEQ does not endorse any telematics device provider over another. (d) BL provides the Customer a User Guide that includes the training content required by DEQ.
13. **MODIFICATIONS.** BL may modify any part of this Agreement at any time with at least 30 days advance notice of the effective date of the change(s). The Customer's continued use of the Equipment after the effective modification date constitutes the Customer's agreement with the modified version.

BL and the Customer hereby agree to the full performance of the covenants herein contained and the parties have executed this Agreement on the date shown below.

<b>Customer Name:</b>	<b>BL Name:</b>
<b>Customer Signature:</b>	<b>BL Signature:</b>
<b>Date Signed:</b>	<b>Date Signed:</b>

Per the Obligations and Documentation sections of the Oregon Department of Environmental Quality Terms and Conditions, the above signatures serve as documentation that the DEQ Too Business Participant (Customer) is leasing telematics device(s) from a DEQ Too-approved S-Type telematics device provider(s) (BanaLogic Corporation) for use at the following location(s):

Location Name	Address	Assigned Device ID