

These terms and conditions form part of the Customer Loyalty Agreement (together with any schedules, attachments and appendices, this "CLA") by and between Cashman Equipment Company ("Cashman") and Customer (together with Cashman, the "Parties," and each a "Party"). In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that Cashman shall provide to Customer the discounts (the "Discounts") described in Schedule 1 attached to this CLA in accordance with the following terms and conditions.

Services performed subject to any Discounts offered to Customer pursuant to this CLA shall be subject to the customer support agreement terms and conditions located at www.CashmanEquipment.com/terms.

The Parties are independent contractors. This CLA does not create any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

Either Party may terminate this CLA effective immediately upon prior written notice to the other Party.

This CLA (and all matters arising out of or relating to this CLA) will be governed in all respects by the laws of the State of Nevada without regard to any choice or conflict of law provisions. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts situated in Clark County in the State of Nevada and waives all claims that such courts lie in an inconvenient forum.

EACH PARTY KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING OUT OF THIS CLA OR THE SUBJECT MATTER HEREOF (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, BREACH OF DUTY, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS), AND WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY (i) UNDERSTANDS THAT THIS IS A WAIVER OF IMPORTANT LEGAL RIGHTS AND (ii) ACKNOWLEDGES HAVING HAD A REASONABLE OPPORTUNITY TO DISCUSS THIS WAIVER AND ITS EFFECTS WITH LEGAL COUNSEL.

Any dispute or controversy arising under or in connection with this CLA shall first be resolved by informal discussion between senior management of the Parties. If informal discussion fails to produce a resolution, the Parties must then attend non-binding mediation in the County of Clark, Nevada with a mutually agreeable mediator. If mediation fails to produce a resolution, or if the Parties cannot agree on a mediator, any dispute or controversy arising out of or relating to this CLA shall be settled by binding arbitration. Either Party may initiate arbitration, which shall be conducted in the County of Clark, Nevada in accordance with the commercial arbitration rules of the American Arbitration Association. Each Party shall share equally the cost of the arbitration and shall bear its own attorneys' fees, unless the arbitrator awards such fees and costs to a Party. The arbitrator shall not have the power to award any punitive damages.

Notwithstanding the foregoing paragraph, Customer shall pay all costs Cashman may incur in enforcing or exercising its rights under this CLA, whether or not suit is filed.

If any provision of this CLA shall be deemed invalid, illegal or unenforceable by any court of competent jurisdiction, such provision shall be automatically modified to the minimum extent necessary to render the same valid and enforceable, giving due consideration to the purpose and economic substance of this CLA, or if no such modification shall be possible, deleted, and the remainder of this CLA will remain valid and enforceable.

No amendment to or modification of or rescission, termination or discharge of this CLA is effective unless in a writing signed by an authorized representative of each Party.

Cashman may assign all or any portion of its rights and obligations under this CLA without notice or consent. If an assignee agrees to assume the obligations of Cashman, Customer agrees that Cashman shall be released from all further liability hereunder. Customer shall not assign any of its rights or delegate any of its obligations under this CLA without the prior written consent of Cashman. Any purported assignment or delegation in violation of this paragraph shall be null and void *ab initio*. No assignment or delegation shall relieve Customer of any of its obligations under this CLA.

This CLA benefits solely the Parties and their respective permitted successors and assigns. Nothing in this CLA, whether express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this CLA.

Any rule of construction that ambiguities are to be resolved against the drafting party shall not apply in interpreting this CLA.

Provisions of this CLA that by their nature should apply beyond their terms will remain in force after any termination or expiration of this CLA

This CLA constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, regarding such subject matter.