

RENTAL AGREEMENT STANDARD TERMS AND CONDITIONS

The Terms and Conditions detailed herein ("Rental Agreement") apply to your ("Lessee") rental from Sentient of Sentient Product ("Product"), licenses to use Sentient software ("Software"), and Non-Sentient Branded Products (collectively the "Product(s)"), as well as Sentient services and support ("Services"). Sentient means Sentient Tools Engineering Corporation on the Quote, order acknowledgement, or invoice. This agreement shall apply unless Lessee and Sentient have entered into a separate signed agreement applicable to the particular lease of Products. By placing an order with Sentient, Lessee agrees to be bound by the terms of this Rental Agreement (these Terms, the Rental Agreement and the Field use Invoice (defined below) collectively the "Rental Contract") for the rental of Product ("Product") or provision of services Lessee requires from Sentient from time to time ("Services"). Sentient expressly objects to and rejects any Terms and Conditions in Lessee's purchase order or other similar document.

1. Prices and Orders. Prices are set forth in the quotation or estimate issued to Lessee ("Quote"). All Quotes expire seven (7) days from date of issuance, unless otherwise stated in the Quote. All orders are subject to acceptance at the sole discretion of Sentient. Orders will be considered accepted once Sentient books an order and sends Lessee an order acknowledgement. Sentient shall not be bound by changes to an order unless agreed by Sentient in writing. Sentient reserves the right to cancel any order if any information provided by Lessee to Sentient is inaccurate.

2. Payment and Invoicing. Payment is due at the time the order is placed. If Lessee is approved for credit, payment shall be due within twenty-one (21) days from the date of invoice ("Invoice Date"). Payment shall be in the currency listed on the Sentient invoice. All sums not paid when due shall accrue interest daily at a monthly rate of the lesser of two percent (2%) or the highest rate permissible by law. If there are multiple units in an order, each unit will be invoiced when shipped. Sentient may terminate this Agreement and any and all licence agreement(s) for use of the Product immediately upon written notice to Lessee should Lessee (i) fail to make payment as required within ten (10) days following Lessee's receipt of written notice of such event of default, or (ii) otherwise fail to perform its other obligations under this Agreement.

3. Delivery. Upon receipt of a Rental Agreement from Lessee, Sentient shall deliver the Product with the Rental Agreement ("Delivery") to the delivery point stated on the Rental Agreement ("Delivery Point"). Lessee shall immediately inspect the Product on Delivery and either (i) accept delivery of the Product by signing the Rental Agreement noting any comments or deficiencies; or (ii) reject the Product for failure to meet the specifications set forth in the Rental Agreement. If Lessee either fails to immediately inspect the Product or rejects delivery of the Product and refuses to sign the Rental Agreement without justification, Lessee shall be deemed to have accepted delivery of the Product based on the terms in the Rental Agreement. If Sentient receives a Rental Agreement with comments or deficiencies noted, or if Lessee rejects delivery of the Product, Sentient will contact Lessee within ten (10) days to determine what, if any, remedial action must be taken by the parties, including an amended Rental Agreement. If Lessee rejects delivery for any reason, Sentient reserves the right to invoice Lessee for any out-of-pocket expenses Sentient incurs, including reasonable re-stocking and transportation fees for the Product.

4. Rental Term. The term of the Product rental ("Rental Term") shall commence on and include the date of shipment as stated in the Rental Agreement ("Start Date") from Sentient's facility and end on and include the later of (i) the projected stop date of the Rental Term as stated in the Rental Agreement; (ii) any other date mutually agreed upon, or (iii) the date upon which Sentient has accepted the return of the Product to Sentient's facility and the Product has been restored to the same condition as when Delivered, ordinary wear and tear excepted (the "Stop Date"). In calculating the Rental Term, twenty-four (24) hours or any part thereof constitutes one full day. The Rental Term includes Saturdays, Sundays and holidays.

5. Installation. After Delivery to the Delivery Point, Lessee is and shall thereafter be exclusively responsible for all costs and liabilities associated with (i) installation of the Product; (ii) installation and maintenance of any safety Product required for the use of the Product; (iii) training of all Lessee's personnel, including Lessee's contractors, consultants or agents ("Personnel") involved in the installation, operation and return of the Product; and (iv) operating and maintaining the Product in compliance with Sentient's documented standards and all applicable governmental or regulatory health and safety standards, laws, rules, regulations, policies, ordinances, permits, approvals and/or any orders ("Applicable Laws").

6. Return of Product. Sentient reserves the right to require Lessee to return the Product at any time upon forty-eight (48) hours' notice. Lessee's failure to return the Product by such time will be considered an Event of Default pursuant to Section 21. Lessee shall, at its expense, promptly clean or remove any fluids, debris or hazardous waste products from the Product and return the Product to Sentient's facility upon (i) demand by Sentient as provided above, (ii) expiration of the Rental Term, or (iii) termination of the Rental Contract as provided by the Rental Agreement.

7. Field Use Invoices. Immediately following to the return of the Product to Sentient, Lessee shall be provided an invoice from Sentient ("Field Use Invoice") confirming the length of Rental Term, Product rental rates ("Rental Fees") and all other applicable charges, including charges for damage, repairs, replacement and cleaning requirements which Sentient assesses to be owing upon its inspection of the Product, whether in the field or the applicable Sentient facility where the inspection and/or cleaning is performed.

8. Fees and Invoicing. Lessee agrees to pay all Rental Fees, charges and fees for Services as stated in the Rental Contract. Lessee shall pay all amounts within twenty-one (21) days after date of invoice (the "Due Date") unless otherwise specified on the Rental Agreement. If payment is not received on or before the Due Date, interest shall accrue on the unpaid balance as per Section 2. Lessee is and shall be liable for all damages, fees (including attorneys' fees), costs and disbursements Sentient incurs due to Lessee's failure to pay on or before the Due Date. Late payment of amounts due may result in immediate seizure, repossession or return of the Product, at Lessee's expense, as Sentient determines in its sole discretion. Sentient shall invoice Lessee at a minimum annually (or as frequently as specified in the Rental Agreement) during the Rental Term for (i) all Rental Fees during the immediately preceding billing period, and (ii) any fees for Services and all other sums which become due and payable by Lessee. Lessee may be required to pay a deposit in advance if so stated on the

Rental Agreement which Sentient may apply to cure any default of Lessee under the Rental Contract. Sentient shall refund to Lessee any remaining deposit after Lessee pays all amounts due under the Rental Contract following the Stop Date and returns the Product to Sentient's satisfaction. Lessee agrees and acknowledges that it is responsible for paying the balance of any Rental Fees if Lessee terminates the Rental Agreement early. Lessee acknowledges that Rental Fees continue to accrue even if the Product is idle or on standby during the Rental Term and for the period required for Sentient to return the Product to the same condition as when delivered to Lessee, ordinary wear and tear excepted. Notwithstanding the terms and conditions of any other valid pricing agreement in effect between the parties, Sentient shall have the option to adjust the pricing as set forth in each Rental Agreement. Any estimates Sentient provides to Lessee for logistical and trucking support costs associated with delivering the Product ("Logistics") are subject to change due to changes in weather, road or site conditions at the time of Delivery.

9. Rental of Non-Scheduled Items. In the event Sentient is asked to supply goods or services that are provided to Sentient by a third party vendor, Sentient shall not be under any obligation to provide such products or services unless Lessee also agrees to additional terms and conditions that may be imposed on Sentient by such third party vendors, which are incorporated herein by reference.

10. Additional Charges. In addition to Rental Fees and fees for Services, Lessee shall be obligated to pay for (i) Personnel, mileage, shipping, carrier and transportation, standby rentals, Taxes and other charges applicable to the Rental Contract, and (ii) Product decontamination, waste disposal and cleaning charges, as determined by Sentient in its sole discretion. Product cleaning charges assessed by Sentient are due and payable within twenty-one (21) days following the Rental Term. If Sentient uses third party suppliers (including for Logistics support), Lessee shall pay Sentient's supplier's list price plus an administration fee of ten (10%) percent unless otherwise agreed in writing by both parties. Sentient makes no warranty with respect to Product or services supplied by third parties. Unless otherwise stated in the Rental Agreement, Lessee agrees to pay all carrier costs to deliver and return the Product.

11. Taxes. Prices exclude, and Lessee is responsible for, any sales, use, service, value added, and similar taxes ("Taxes") arising from the rental of the Products or the Services. If Lessee is exempt from any Taxes, it must provide Sentient with the appropriate tax exemption documentation at the time the order is placed.

12. Consent to Credit Investigation. Lessee consents to a credit investigation and to Sentient making inquiries of financial institutions or other parties in a business relationship with Lessee in connection with its credit investigation.

13. Ownership and Security Interest. Title to the Product shall remain at all times exclusively vested in Sentient. Product shall at all times be properly marked as the property of Sentient. Lessee covenants and agrees that it shall not remove, modify, alter or in any way deface Sentient's trade name, markings or serial numbers that appear on, or are located on the Product. Lessee grants Sentient authority to file a UCC financing statement to protect its interest in the Product. To secure Lessee's obligations, Lessee grants to Sentient a continuing security interest in any interest Lessee has in the Product, in all proceeds thereof (including proceeds of insurance) and in any rental payments receivable on any sublease Sentient permits. Lessee agrees Sentient has all rights of a secured party under the Uniform Commercial Code of any applicable jurisdiction in addition to any other rights Sentient possesses under applicable law. To the extent the Rental Contract creates a security interest, such security interest is a purchase-money security interest and shall be similarly interpreted under analogous applicable legislation.

14. Risk of Loss. Lessee will promptly notify Sentient in the event that any Product is lost, stolen or damaged while in its control. From and after Sentient's shipment of the Product from Sentient's facility, Lessee shall bear all risks of loss or damage to the Product until the Product is returned to Sentient and restored to the same condition as when Delivered to Lessee, ordinary wear and tear excepted. Lessee accepts full responsibility (i) in the event of a total loss with respect to the Product, as determined by Sentient in its sole discretion, to pay Sentient the current new replacement cost, and (ii) in the event of a partial loss with respect to the Product, as determined by Sentient in its sole discretion, at Sentient's election to pay Sentient the proportionate current new replacement cost or the cost to repair the Product to Sentient's satisfaction.

15. No Encumbrances. Lessee shall not permit the Product to be subject to any lien, charge, encumbrance, levy, seizure or possession ("Encumbrance") whatsoever. Lessee shall promptly discharge any Encumbrance at its sole expense and indemnify and hold harmless Sentient for any Losses arising as a result of such Encumbrance. Lessee shall not, and shall not permit any other party to, without the prior written consent of Sentient, assign, mortgage, pledge as collateral, lien or grant any other interest in the Rental Contract or the Product, including to any third party. Any such assignment, mortgage, pledge as collateral, lien or other grant of any other interest in the Rental Contract or the Product without Sentient's prior written consent shall be null and void.

16. Responsibilities. Lessee shall be exclusively responsible to: comply with all Applicable Laws, manufacturer and industry specifications, and guidelines existing now or in the future; use the Product in accordance with applicable industry standards and practises in a careful and diligent manner; use the Product in accordance with Sentient's and the manufacturer's specifications, instructions, manuals, information sheets and technical information; use the Product and Services Sentient provides solely for legal purposes; use the Product for the purpose for which it was designed only; and monitor its Personnel and report any violation of Applicable Laws to ensure compliance herewith. Lessee shall use the Product for its own business and shall not transfer, assign, rent, sell or sublet the Product without Sentient's written consent, nor shall Lessee hold itself out to any third party as the owner of the Product. Lessee shall indemnify and hold harmless Sentient, its respective shareholders, members, directors, partners, managers, officers, employees, agents, suppliers and others for whom it is responsible in law ("Representatives"), on demand, from and against any actions, claims, causes of action, demands, costs (including attorneys' fees and other legal costs), damages and expenses (whether direct, indirect, special, exemplary, incidental, consequential or otherwise) ("Losses") arising out of or in connection with the delivery, installation, operation, use, maintenance, repair, or return of the Product and for Lessee's or its Personnel's failure to comply with Applicable Laws, to the extent permitted at law. Lessee acknowledges that the Product may bear, contain, or produce hazards which may become (by chemical reaction or otherwise) hazardous to life, health or property, including without limitation, hazardous chemicals and other hazards,

electrical power, flammable vapors and liquids, rotating parts, hot surfaces, hot gases, poisonous exhaust gases and high noise levels. At all times after Delivery, Lessee shall be exclusively responsible to all persons exposed to such hazards and shall take all precautions necessary to protect such persons from such hazards. Lessee agrees to cooperate with Sentient in responding to any subpoena or order from any governmental or law enforcement body regarding the use and/or access to the Product and Services.

17. Subletting & Assignment. Lessee shall not sub-rent any Product nor shall Lessee assign or transfer any interest in this Rental Contract without the prior written consent of Sentient. If the Product is sub-rented, Lessee shall require its customer, the end user and any third party in contractual privity in between to be bound by the terms and conditions hereof.

18. Maintenance and Repairs. Sentient shall deliver the Product to Lessee in good working order. Unless otherwise agreed in writing, Sentient shall make all repairs, including (i) any repairs or replacements due to ordinary wear and tear, and (ii) any repairs or replacements required due to wear and tear that is not ordinary, or caused by negligence or by improper use of the Product while in Lessee's possession ("Lessee Damage"). Lessee shall not repair, nor allow any third party to repair the Product without Sentient's prior written approval. If any item of Product requires servicing or repairs due to Lessee Damage, Sentient shall make all necessary repairs at Lessee's cost. Sentient reserves the right at any time to substitute functionally equivalent Product for any Product in need of repair or Product in working order.

19. Inspection. Sentient shall be entitled to access and inspect the Product at any time during normal business hours. If Sentient, in its sole discretion, determines the Product requires maintenance, parts or repairs, then: (i) upon request, Lessee shall provide to Sentient any additional information reasonably required to determine whether Lessee is fulfilling its obligations with respect to maintenance of the Product, if any; (ii) Sentient may make necessary repairs at the sole expense of Lessee if due to Lessee Damage; and (iii) Sentient may, in its discretion, terminate the Rental Contract and, at its option, either allow Lessee to return the Product to the Delivery Point or pick up the Product and deliver it to Sentient's designated depot, all at Lessee's sole expense.

20. Warranty and Limitation of Liability. LESSEE ACKNOWLEDGES AND AGREES THERE IS NO WARRANTY OR REPRESENTATION OF ANY KIND WITH RESPECT TO THE PRODUCT OR SERVICES, EITHER EXPRESSED, IMPLIED OR AT LAW, INCLUDING AS TO ITS SAFETY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER, WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCT OR MATERIALS. LESSEE ACKNOWLEDGES THAT THE PRODUCT IS OF THE QUALITY, DESIGN, SIZE, CAPACITY AND MANUFACTURE SELECTED BY LESSEE. LESSEE RENTS THE PRODUCT IN AN "AS IS" CONDITION. LESSEE ACKNOWLEDGES AND AGREES THAT SENTIENT SHALL NOT BE LIABLE TO ANY PERSON OR PARTY FOR ANY LOSSES ARISING IN CONNECTION WITH (i) THE RENTAL CONTRACT, THE PRODUCT OR THE SERVICES, (ii) ANY INADEQUACY, DEFICIENCY OR DEFECT THEREIN, (iii) THE INSTALLATION, OPERATION, USE, CARE, MAINTENANCE, REPAIR OR RETURN THEREOF, (iv) ANY DELAY IN DELIVERING OR PROVIDING ANY OF THE FOREGOING, (v) FAILING TO PROVIDE ANY OF THE FOREGOING, OR (vi) ANY DAMAGE WHATSOEVER AND HOWSOEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHER THEORY OF LIABILITY. THE SOLE AND EXCLUSIVE REMEDY OF LESSEE FOR ANY LIABILITY OF Sentient AND ITS REPRESENTATIVES HEREUNDER, INCLUDING LIABILITY FOR NEGLIGENCE, SHALL BE THE REPAIR AND/OR REPLACEMENT OF ANY DEFECTIVE PRODUCT AND SHALL NOT INCLUDE ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT, PUNITIVE, EXEMPLARY OR LIKE DAMAGES (INCLUDING LOST PROFITS, REVENUE OR SALES, OR COSTS OF PROCUREMENT FOR SUBSTITUTE PRODUCT, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL OR WORK STOPPAGE), OR ANY DAMAGES RELATING IN ANY WAY TO ANY NEW, EXISTING OR CONTINUING ENVIRONMENTAL CONTAMINATIONS IN ANY AMOUNT HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHER THEORY OF LIABILITY.

21. Insurance. At all times during the Rental Term, Lessee shall maintain insurance of the types and in minimum amounts, with Sentient named as a first loss payee in respect to all property policies of insurance and as an Additional Insured in respect to all liability policies of insurance, as follows unless otherwise specified on the Rental Agreement: (i) Comprehensive General Liability insurance having a limit of One Million Dollars (\$1,000,000) inclusive, per occurrence, for bodily injury, death and property damage; (ii) Employer's Liability insurance having a limit of One Million Dollars (\$1,000,000) inclusive, per occurrence, for bodily injury, death and property damage; (iii) Worker's Compensation insurance covering all of Lessee's employees working on the operations and activities for which the Product is being used that complies with state and federal laws, rules and regulations; (iv) Property insurance insuring the Product for the new current replacement value thereof; and (v) any other insurance that may be specified on the Rental Agreement. Lessee will provide to Sentient, upon request, copies of certificates of insurance. All insurance policies shall contain endorsements requiring thirty (30) days written notice to Sentient before a policy lapses or is materially altered or cancelled.

22. Events of Default. The occurrence of any of the following by Lessee is an "Event of Default": (i) failure to pay when due any Rental Fees or any other amounts due to Sentient under the Rental Contract; (ii) failure to strictly perform, observe or comply with any other provision of the Rental Contract; (iii) using or permitting the use of the Product in any manner or by any party that is not explicitly authorized hereunder and approved by Sentient in writing (including modifying or altering the Product); (iv) failure to return the Product to the Delivery Point or other location designated by Sentient upon termination of the Rental Contract or upon demand; (v) ceasing to conduct its business as a going concern; (vi) making any assignment for the benefit of its creditors, becoming insolvent, committing any act of bankruptcy, taking any action to wind up or dissolve, ceasing or threatening to cease to do business as a going concern, being subject to a change in control in fact or in law or seeking any arrangement or compromise with its creditors; (vii) if any proceeding in bankruptcy, receivership, winding-up, dissolution, liquidation or insolvency is commenced by or against Lessee or its property; (viii) selling all or substantially all of its assets outside of the ordinary course of its business; (ix) permitting any of its assets to be seized under a writ of execution or other process of law; (x) if Sentient, in its sole discretion, considers that the prospect of payment or performance by Lessee under the Rental Contract is or may be impaired or that the Product is or may be placed in jeopardy; or (xi) if any guarantor of Lessee's obligations under the Rental Contract disputes or terminate its obligations under its guarantee or seeks to determine its obligations thereunder.

23. Remedies on Default. Upon an Event of Default, in addition to any and all other remedies available to Sentient at law: (i) all sums due or to become due under the Rental Contract shall immediately become due and payable; (ii) Sentient may, without notice or liability or legal process, enter into any premises of or under the control of Lessee or any agent of Lessee, or upon which the Product may be located, or by Sentient believed to be located, and repossess the Product, as permitted by applicable law; (iii) Lessee hereby expressly waives all further rights to possession of the Product and all claims for injury, damage, or loss suffered by Lessee through or caused by reason of such repossession; (iv) at Sentient's election, terminate the Rental Contract, provided such termination and repossession of the Product shall not relieve Lessee from its obligations under the Rental Contract, including its obligation to immediately pay all amounts due; (v) Lessee shall be liable for all Losses incidental to such seizure or repossession; and (vi) Sentient may exercise the foregoing remedies and any other remedies available to it successively, concurrently and/or cumulatively and no remedy is intended to be exclusive of any other remedy.

24. Confidentiality and Intellectual Property. Sentient Product and related documentation contain technology and information protected by patents and applications for patents, copyright and intellectual property law, and utilize proprietary information, trade secrets, concepts, know-how, manufacturing techniques and confidential information (collectively "Proprietary Information"). In connection with the rental of Product to Lessee, Sentient may provide Proprietary Information about the Product to the Lessee. Lessee is strictly prohibited from, and agrees that it will not, nor cause a third party, to take any action that is intended to discover the Proprietary Information, including, but not limited to, reverse engineering, taking detailed photographs and/or disassembling the Product, or using the Proprietary Information in any other manner detrimental to Sentient or its licensors including, but not limited to, manufacturing similar goods and/or parts. Except as required by law, Lessee shall not use (except for purposes connected with the performance of its obligations hereunder), divulge or communicate to any third party any Proprietary Information. Lessee hereby agrees that it will not, independently or in association with any third party, create any device that competes with or functions similarly to the Product.

25. Force Majeure. The parties shall not be liable for any damage or penalty for delay in delivery or for the failure to give notice of delay when such delay is due to unusually severe conditions, acts of god, act of civil or military authority, war, riots, concerted labour action, or any other causes which could not have been anticipated and are beyond the reasonable control of a party. The anticipated delivery date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.

26. General Provisions. Sentient and Lessee are independent contractors. This Rental Contract constitutes the final written expression of all of the agreements between the parties with respect to the subject matter, and supersedes all understandings and negotiations concerning the matters specified herein. Each of the parties shall at the request of the other without cost or expense execute and deliver any further documents and do all acts and things as reasonably required to carry out the intent of this Rental Contract. No failure or delay by a party in exercising any right, power or privilege shall operate as a waiver thereof. If any provision of this Rental Contract shall be found to be invalid or illegal by reason of any determination made by a court of competent jurisdiction or any governmental authority having jurisdiction in the circumstances, such provisions shall be severed from this contract to the extent of such invalidity or illegality and the validity, legality or enforceability of the remaining provisions of this Rental Contract shall not in any way be affected or impaired thereby. The subsequent execution by Sentient of any Lessee field use invoices, forms, receipts, invoices, terms of services, etc. shall not amend or modify the terms of this Rental Contract. Any amendment or modification to this Rental Contract must be in writing and signed by both of the parties. This Rental Contract shall be assignable by Sentient to any of its subsidiaries, affiliates or successors without the consent of Lessee. Lessee shall not assign this Rental Contract without Sentient's prior written consent. This Rental Contract shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. The parties may execute this Rental Contract by facsimile or other electronic means and in separate counterparts, each of which when so executed and delivered shall be an original, and all such counterparts taken together shall constitute one instrument. The terms of this Rental Contract are confidential and shall not be disclosed to any third party. Lessee shall not use Sentient's name in connection with any publicity, release or advertisement without Sentient's prior written authorization.

27. Interpretation. The headings used in this Agreement and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation. Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders. References in this Agreement to articles, sections, schedules, exhibits, appendices, and other subdivisions are to those parts of this Agreement. Where this Agreement uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."

28. Governing Law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. This Agreement shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein. The parties irrevocably attorn to the jurisdiction of the courts of Alberta in Edmonton, which will have non-exclusive jurisdiction over any matter arising out of this Agreement.

29. Language. It is the express wish of the parties that this Agreement and any related documentation be drawn up in English. *Il est de la volonté expresse des parties que cette convention ainsi que tout document connexe soient rédigés en langue anglaise.*