

FLETCHER CAMERA & LENSES

EQUIPMENT RENTAL AND SERVICES AGREEMENT

This Equipment Rental and Services Agreement and all other documents transmitted by email to Lessee contemporaneously with this Equipment Rental and Services Agreement are the "Transaction Documents" and collectively constitute the "Contract" between the parties respecting the lease of the film and digital production equipment described in the Transaction Documents (hereinafter, the "Equipment") and any post-production or other services described in the Transaction Documents (hereinafter, the "Services"), which may include any Data Hosting Services (as defined below).

1. **Definitions.** "FCI" shall mean and refer to Fletcher Chicago, Inc., Fletcher Camera and Lenses, Fletcher Sports, and any affiliate of Fletcher Chicago, Inc. that owns any item of the Equipment or provides any Services, including but not limited to Fletcher Detroit LLC and Fletcher Iowa LLC. To the extent that any of such entities other than Fletcher Chicago, Inc. is the owner of any of the Equipment or the provider of any Services, Fletcher Chicago, Inc. has entered into the Contract as the agent for such other entity, and each such entity has entered into the Contract only with respect to the Equipment owned by it and any Services provided by it. "Lessee" shall mean and refer to the other party whose name appears above in the title of this Equipment Rental and Services Agreement. "Lessee Data" means digital film images, digital footage and other data provided by Lessee to FCI. "System" means FCI's web site, servers and related components that permit users to access and store digital data. "Data Hosting Services" means Services provided by FCI and its System that facilitates the upload, download and storage of Lessee Data.
2. **Rent and Rental Period.** Lessee agrees to lease the Equipment from FCI for the price and "Rental Period" and pursuant to the other terms and conditions set forth in the Contract. Lessee has selected the Equipment without any suggestion or recommendation of FCI. Rent at the daily or weekly rate specified in the other Transaction Documents shall accrue at all times during the Rental Period. The Rental Period shall commence on the date on which the Equipment is delivered to Lessee, if Lessee picks up the Equipment at FCI's facility, or on which the Equipment is delivered to the carrier if the Equipment is shipped to Lessee, shall include the period of use specified in the other Transaction Documents, and shall continue with respect to each item of Equipment until it is returned to FCI's premises in proper working order as set forth in Section 8 below. However, no rent shall accrue for the date on which the Equipment is returned if it is returned in proper working order to FCI's premises before 10:00 AM on the return date. Unless FCI agrees in writing to other payment terms, the rent shall be paid in cash on or before the date on which the Rental Period commences. No credit against the amount of rent that accrues hereunder shall be allowed on the basis that any part of the Equipment was not used by the Lessee during the Rental Period. The acceptance of the Equipment by FCI upon its return by Lessee shall not waive or prejudice any claim that FCI has or may have against Lessee. No amount paid by Lessee as rent hereunder shall be applied toward any purchase of the Equipment by Lessee.
3. **Services and Service Period.** FCI shall provide the Services for the applicable Service fee and "Service Period" and pursuant to the other terms and conditions set forth in the Contract. Service fees at the daily or weekly rate specified in the other Transaction Documents shall accrue at all times during the Service Period. The Service Period shall commence on the date on which the Services are initially made available to Lessee, shall include the period of use specified in the other Transaction Documents, and shall continue with respect to each Service until such Service is terminated in accordance with the Transaction Documents. Any member of FCI's personnel providing Services shall be deemed to be a representative of Lessee and under Lessee's direction and control while providing Services, and FCI shall not have liability or responsibility for the acts or omissions of such personnel engaged in providing Services, including without limitation for any resulting personal injury or property damage, whether or not covered by Lessee's insurance coverage. FCI shall have the right, without liability to Lessee or any third party, to refuse to perform any Service which FCI, in its sole discretion, believes could actually or potentially (i) expose FCI to a claim, or (ii) be found to be in any way unlawful, pornographic, obscene, harassing, defamatory, degrading, or in violation of the rights of any third party. FCI shall not have any obligation to make any such determination. However, if FCI determines that any such risk exists, FCI shall have the right, without liability on its part, to stop further Services entirely or in part. Lessee assumes all liability under the copyright and other intellectual property laws arising out of the performance by FCI of any Services for Lessee, including without limitation any claimed libel, slander, defamation, invasion of privacy, misappropriation of personality or infringement of patent, copyright, trademark, trade name or other proprietary right.
4. **Data Hosting Services.** During the applicable Service Period for Data Hosting Services, FCI grants Lessee and its authorized users the right to access and use the System to upload, access and store Lessee Data. The parties acknowledge that, as between the parties, all rights, title and interest in the Lessee Data belong to Lessee and all rights, title and interest in the System belong to FCI. Lessee shall use the System only for its own internal purposes and in accordance with any documentation, terms or usage restrictions provided by FCI from time to time, and shall not sublicense or otherwise provide or permit access to the System by any third party. FCI shall not have any responsibility for, and Lessee shall take all appropriate action for purposes of, maintaining and protecting Lessee's user IDs and passwords for the System. Lessee shall be liable for any use or security breach

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traceable to its user IDs or otherwise attributable to its acts or omissions or use of the System. FCI shall have the right, without liability on its part, to suspend or terminate access to the System at any time without notice. Upon the termination of Data Hosting Services, unless such termination is due to a breach by Lessee of applicable usage terms, FCI shall reasonably work with Lessee, at Lessee's expense, to transition Lessee Data to an alternative system or media.

5. **System Use.** In connection with accessing and using the System, Lessee agrees: (i) not to use, or allow the use of, the System or Data Hosting in contravention of any federal, state, local, foreign or other applicable law or rules; and (ii) not to introduce into the System any virus or other code or routine intended to disrupt or damage the System or its content, or collect information about the System or its users. Lessee agrees not to modify, adapt or make derivative works of the System or to reverse engineer the System. During the applicable Service Period for Data Hosting Services, FCI will use commercially reasonable efforts (i) to cause the System to be accessible to Lessee between the Service Hours specified in the Transaction Documents, except for scheduled maintenance and required repairs, and except for any interruption due to causes beyond the reasonable control of FCI, including any Force Majeure Event, and (ii) to back up the Lessee Data in accordance with the schedule in the Transaction Document (if no schedule is specified then weekly) and store such back-up materials in a safe and secure environment reasonably fit for back-up media. During the applicable Service Period for Data Hosting Services, FCI will take reasonable security measures to prevent unauthorized access to the System and Lessee Data, including implementing firewall or other security programs that are customary in the industry. Notwithstanding the foregoing, Lessee acknowledges that transmissions through the Internet are inherently unsecure and that firewalls and other security measures are not foolproof. Lessee agrees that its sole remedy for breach of this Section shall be for FCI to take reasonable efforts to stop any ongoing security breaches and to attempt to prevent similar breaches going forward. IN NO EVENT, EVEN IF IN VIOLATION OF THIS SECTION OR THIS AGREEMENT, SHALL FCI BE LIABLE FOR MISSING, GARBLED OR MISDIRECTED COMMUNICATIONS OVER THE INTERNET, FOR THE INTENTIONAL OR UNLAWFUL ACTS OF CRACKERS OR HACKERS, FOR THE USE OR MISUSE OF LESSEE DATA BY THIRD PARTIES, FOR LOST OR CORRUPTED LESSEE DATA, FOR DOWNTIME OR SLOW DOWN OF THE SERVICE, OR FOR THE INABILITY TO ACCESS THE SYSTEM OVER THE INTERNET. Lessee represents and warrants that Lessee is the sole owner, or the duly authorized representative of all owners, of the Lessee Data used with the System and all intellectual property contained in or represented by the Lessee Data and that its use thereof shall not involve any libel, slander, defamation, invasion of privacy, misappropriation of personality or infringement of patent, copyright, trademark, trade name or other proprietary right.
6. **Disclaimers.** FCI MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, THE SYSTEM OR ANY SERVICES PROVIDED BY FCI TO LESSEE, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION AS TO PERFORMANCE, DESIGN, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT, SYSTEM OR SERVICES.
7. **Liability Limitations.** FCI SHALL NOT BE LIABLE TO LESSEE, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES. UNDER NO CIRCUMSTANCES SHALL FCI'S LIABILITY OR LESSEE'S REMEDY FOR DAMAGES AGAINST FCI (WHETHER RELATED TO THE EQUIPMENT, SYSTEM OR ANY SERVICES) EXCEED THE AMOUNT OF THE RENT AND SERVICE FEES ACTUALLY PAID TO FCI BY LESSEE UNDER THIS AGREEMENT. Neither party shall be responsible for delays or failures in performance resulting from acts or circumstances beyond the control of such party, including without limitation acts of God, strikes or other labor disputes, riots, acts of war, malfunction of portions of the Internet or another third party network, governmental regulations, communication line failures, power failures, equipment failures, fires or other disasters, and acts of third parties including hackers and crackers (each a "Force Majeure Event").
8. **Transportation.** Except with respect to items of Equipment shipped by FCI to Lessee, Lessee shall be responsible for picking up the Equipment and returning the Equipment at the FCI rental facility specified in the Transaction Documents during normal business hours. If Lessee does not pick up and return the Equipment at the FCI rental facility, Lessee shall be responsible for the costs of transportation and the risk of loss for the Equipment in transit. At Lessee's request, FCI shall ship the Equipment to Lessee COLLECT, with freight and carrier insurance charges to be borne by Lessee. Return shipments of the Equipment by Lessee to FCI shall be shipped PREPAID for freight and carrier insurance charges. Lessee agrees that the effect of the transfer of possession of the Equipment to Lessee or any agent of Lessee or a shipping company engaged to transport the Equipment to Lessee shall be deemed to constitute Lessee's acceptance and agreement to the terms and conditions of this Agreement, regardless of whether this Agreement has been actually signed by or on behalf of Lessee; provided, that the foregoing shall not impair or otherwise affect any acceptance and agreement thereto made earlier.

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9. **Inspection; Malfunctioning Equipment.** Lessee acknowledges that it will at the time of rental, prior to the removal of any of the Equipment from FCI's facility or, if the Equipment is shipped to Lessee, immediately upon receipt of the Equipment, inspect and test all of the Equipment, and that it will inform FCI in writing immediately if any of the Equipment is not present, not in good working order, or otherwise not acceptable to Lessee. Lessee represents and warrants that it will process and/or view its footage daily. If any item of the Equipment malfunctions, (i) Lessee shall immediately cease the use or attempted use of the item of Equipment in question, shall notify FCI immediately in writing of any such malfunction, and shall immediately return such item to FCI, and (ii) FCI shall have the option of substituting other like Equipment in exchange for the returned item or of cancelling the lease under the Contract, in which latter event Lessee shall immediately return all of the Equipment to FCI. Except as otherwise provided in Sections 10 and 15 below, the rental charges for each item of Equipment returned to FCI on the basis of the immediately preceding sentence shall be abated from the time of FCI's receipt of the item in question, but rental charges shall accrue and be owed during the Rental Period for any replacement Equipment provided by FCI pursuant to this Section.
10. **Risk of Equipment Loss.** Lessee assumes all risk of loss of the Equipment, whether or not covered by Lessee's insurance coverage, during the "Risk Period," which shall commence when Lessee or its representative is given access to the Equipment to undergo camera prep, if Lessee picks up the Equipment at FCI's facility, and shall end at the end of the Rental Period. If the Equipment is shipped to Lessee, the Risk Period shall begin upon its delivery to the carrier. Lessee's responsibility shall include, but not be limited to, risk of loss of the Equipment while in transit as well as at all other locations during the Risk Period. Lessee shall, at its own cost and expense, during the entire Risk Period keep and maintain the Equipment in not less than the good condition and repair in which it was received by Lessee, ordinary wear and tear excepted. If any item of Equipment is destroyed, damaged, lost or stolen during the Risk Period, Lessee shall be liable to FCI for (i) the repair cost (if FCI in its sole discretion deems it economically feasible to repair damaged Equipment) or (ii) the full replacement cost, if FCI's remedy under the foregoing subpart (i) is inapplicable, in each case without any adjustment for betterment or depreciation of that Equipment. The replacement or repair cost of the Equipment shall be determined by the actual cost incurred by FCI to replace or repair the Equipment. Regardless of whether it is covered by insurance, Lessee shall be responsible for the daily rental of each item of destroyed, damaged, lost or stolen Equipment and the Rental Period shall continue with respect to each such item of Equipment until the damaged Equipment has been repaired (if deemed feasible by FCI) or the destroyed, damaged, lost or stolen Equipment has been replaced. In the event that FCI supplies a replacement item for any item of Equipment which is destroyed, damaged, lost or stolen, Lessee shall also pay rent on such replacement item from the date on which it is delivered to the carrier, if shipped to Lessee, or on which it is delivered to Lessee, if picked up by Lessee at FCI's facility, through the end of the Rental Period.
11. **Risk of Data Loss.** The parties acknowledge that the intrinsic value of the Lessee Data clearly exceeds and bears no relationship to Service fees for Data Hosting Services, and thus FCI, in accord with general practice and custom in the industry, assumes no responsibility for use, misuse, loss, damage or destruction of Lessee Data from any cause whatsoever, including without limitation from the negligence of FCI personnel, from errors, omissions or failures in, or the unavailability or interruption of, the System or Data Hosting Services, from actions of outside parties such as hackers and crackers, or from Lessee's use of the System. Specifically, but without limiting the generality of the immediately preceding sentence, FCI shall not be liable for any damages or costs incurred in the form of or as the result of lost profits or revenue, loss of the Lessee Data, costs of recovering data, the costs of any substitute data or cover, claims by third parties, or other similar costs related to the System or Data Hosting Services. Notwithstanding the foregoing, in the event of negligence by FCI personnel or System malfunction, FCI agrees to make reasonable efforts to assist Lessee in obtaining access to data backups or in providing reasonable access to the System for use with data recovery tools. Lessee acknowledges and covenants that the remedy described in the immediately preceding sentence shall be its sole remedy, there being no other warranty or liability. Lessee agrees that the System is not a consumer good for purposes of federal or state warranty laws.
12. **Indemnification.** Lessee shall use the Equipment at its own risk and expense and hereby assumes full responsibility and liability for injuries (including without limitation death) to any person or property resulting from the use or possession of the Equipment during the Risk Period. FCI shall not be liable for, and Lessee shall indemnify and hold FCI and its officers, directors, affiliates, shareholders, employees and agents harmless from and against, any and all actual or threatened claims (whether made by Lessee, FCI or a third party), and any costs incurred or other damages suffered by FCI in connection therewith, whether for damages, loss of profits, loss of use, cover, delays, expenses or otherwise, alleged to have arisen, whether in whole or in part, out of or in connection with any of the following: (a) Lessee's lease, possession, operation or other use of the Equipment or the condition of the Equipment (including without limitation any latent defects therein) or of any instructions or the lack thereof; (b) the performance of the Services, including without limitation (i) claims regarding any acts or omissions of FCI personnel under Lessee's direction and control as provided in Section 3, and (ii) claims for personal injury and property damage arising in

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connection with any Services; (c) any negligent or willful act or omission of Lessee or its personnel, whether in connection with the use or misuse of the System or the creation or use of any Lessee Data or otherwise, including without limitation to the extent of any resulting property damage or personal injury (including but not limited to any libel, slander, defamation, invasion of privacy, misappropriation of personality or infringement of patent, copyright, trademark, trade name or other proprietary right, whether of FCI or any third party); (d) security breaches or other activities associated with Lessee's user IDs and passwords for the System; (e) misuse of the System, including without limitation as provided in Section 4; (f) infringement by the Services or Lessee Data upon any third party intellectual property right; (g) the misuse, loss, damage or destruction of Lessee Data as provided in Section 11; (h) the breach by Lessee or any covenant, warranty or representation made by it under the Contract; and (i) the protection or enforcement by FCI of its rights under the Contract.

13. **Intended Use.** Lessee shall allow the Equipment to be used only by duly qualified technicians and only in strict accordance with its intended use. If FCI recommends to Lessee any technicians or other service providers, FCI is not responsible for any services performed by, or failure to perform by, the person or entity recommended by FCI and FCI makes no warranty or representation with respect thereto. Lessee shall keep the Equipment in its sole custody and shall not permit the Equipment to be used in violation of any laws or of the rights of any individual or entity. During the Rental Period, FCI shall have the right, and Lessee shall upon request make any arrangements needed, for a representative of FCI to be provided with access at reasonable times to the place where the Equipment is or will be located or is believed to be located, in each case for the purpose of inspecting the state of the Equipment and the environment. Lessee shall not permit the Equipment to be (i) used in any location deemed inappropriate by FCI, or (ii) removed from the contiguous United States without FCI's prior written consent, which consent may be granted or withheld in FCI's sole discretion. Lessee hereby acknowledges that FCI is the owner of the Equipment, and agrees not to remove any tag or nameplate on the Equipment indicating FCI's ownership. Lessee agrees to keep the Equipment free of all pledges, levies, liens and encumbrances not created by FCI.
14. **Insurance Requirements.** Lessee shall obtain such insurance coverage, from one or more insurance carriers as are approved by FCI in its sole discretion, as FCI deems adequate to insure the replacement value of the Equipment and sufficient, as determined by FCI in its sole discretion and without any duty to Lessee with respect thereto, for any injuries to person or property that may result from the Services or use or possession of the Equipment during the Risk Period, but in no event shall Lessee obtain less than the following amounts and types of coverages: (a) Workers Compensation/Employer's Liability Coverage for worker's compensation, disability benefit and similar employee benefit claims, arising from death, bodily injury, sickness or disease of the Lessee's employees, with statutory limits for Worker's Compensation coverage and limits of \$500,000 for each accident or occurrence for the Employer's Liability coverage; (b) Commercial General Liability Coverage providing broad form, occurrence-based coverage for bodily injury, personal injury and property damage claims arising out of Lessee's operations, naming Fletcher Chicago, Inc. and any affiliate thereof that owns any of the Equipment subject to the Contract as an additional insured, with limits of \$1,000,000 per occurrence; (c) Commercial Automobile Liability Coverage for bodily injury and loss or damage to property arising from Lessee's use in its operations of owned vehicles, hired vehicles, mobile equipment or any other non-ownership automotive liability, with combined single limits of at least \$1,000,000 per occurrence, and naming Fletcher Chicago, Inc. and any affiliate thereof that owns any of the Equipment subject to the Contract as an additional insured; and (d) Property Insurance Coverage for all production equipment leased by Lessee including without limitation under the Contract, coverage for equipment in transit, written on a replacement cost basis without deduction for depreciation, with limits of \$1,000,000, naming Fletcher Chicago, Inc. and any affiliate thereof that owns any of the Equipment subject to the Contract as loss payee. Insurance coverage that contains an "unattended or unlocked vehicle" exclusion is unacceptable. All insurance coverage required by this Section shall contain a waiver of subrogation in favor of FCI, shall be written in U.S. dollars by a United States carrier with a financial strength rating by A.M. Best Company (or a comparable insurance credit rating agency) of not less than B++ and, if the Equipment is leaving the United States, shall be written on a world-wide basis, including coverage for transit. Lessee must provide FCI with 30 days' advance written notice of cancellation of any insurance policy required by this Section or of any reduction or increase in coverage. Lessee shall furnish satisfactory evidence to FCI of all coverages required under this Section prior to taking any Equipment from FCI's rental facility. The evidence of coverages shall be in the form of a Certificate of Insurance issued by Lessee's Insurance Agent with respect to each policy and containing the following information and otherwise meeting the following requirements: (i) the Certificate Holder shall be FLETCHER CHICAGO, INC. 1000 N. North Branch Street, Chicago, IL 60642 (certificates with "Fletcher Camera" CANNOT be accepted); (ii) the identities of all entities to be designated as an "Additional Insured" on the liability coverages required above in subparts b and c above and as "Loss Payee" in the property coverage required under subpart d above must be set forth in the Certificate; (iii) the name, address and phone number of the Insurance Agent must be set forth in the Certificate; (iv) Lessee must appear in the Certificate as the Named Insured; (v) the Insurance Company affording coverage must be set forth in each Certificate; (vi) the deductible, if any, shall be indicated (but Lessee is

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responsible for the deductible portion of the loss and any portion of the loss in excess of the applicable limits); (vii) the Certificate must specify that coverage will apply until the Equipment is returned to Fletcher Chicago, Inc. in proper working order; and (viii) the Certificate must be signed by a representative or agent of the Insurance Company. LESSEE ACKNOWLEDGES AND AGREES THAT FCI IS NOT OBLIGATED TO PURCHASE INSURANCE FOR THE LESSEE DATA AND THAT LESSEE SHALL BE SOLELY RESPONSIBLE TO INSURE THE LESSEE DATA AGAINST ALL INSURABLE RISKS INCLUDING WITHOUT LIMITATION DAMAGE TO OR DESTRUCTION OF SUCH LESSEE DATA BY THE NEGLIGENCE OF FCI OR ITS PERSONNEL. FCI shall in no event be liable for any loss or damage, which was, or could have been, covered by insurance.

15. **Repossession by FCI.** If Lessee fails to pay any rent when due hereunder or otherwise breaches any of the terms, covenants or conditions set forth herein, or if Lessee is or becomes subject to any proceedings which FCI considers may result in a seizure of the Equipment, or if a proceeding in bankruptcy, receivership or insolvency is instituted by or against Lessee or any property of Lessee, FCI shall in any of such cases have the right to end the Rental Period and enter the premises where the Equipment is located and retake possession of the Equipment, with or without notice to Lessee, and in each case without liability to Lessee for any damages incurred by Lessee as a result of that action. By taking possession of the Equipment in accordance with this Section, FCI shall not waive or otherwise prejudice any claim which FCI has or may have against Lessee.
16. **Confidentiality.** Lessee agrees that it shall not disclose the terms and conditions of the Contract or the discussions and negotiations that occurred between FCI and Lessee respecting the Contract to any third party, unless disclosure is required by law, and that it shall not disparage FCI or any of its officers, directors or employees or FCI's successors or assigns. FCI agrees that the Lessee Data is confidential and proprietary to Lessee. FCI's obligation to protect the confidentiality of the Lessee Data shall be solely as set forth in Section 5 and is subject to the applicable limitation of remedy set forth therein and the limitations of liability set forth in the Contract.
17. **Final Agreement.** The Contract represented by the Transaction Documents is the final, complete and exclusive expression of the agreement between Lessee and FCI with respect to the subject matter thereof. In the event of a conflict between any term or condition of this Equipment Rental and Services Agreement and any other Transaction Document, this Equipment Rental and Services Agreement shall control, unless the Transaction Documents include an Override Agreement, in which event the Override Agreement shall control to the extent of a conflict between any term or condition of the Override Agreement and any term or condition of any other Transaction Document. No covenants, warranties, representations or other terms and conditions, whether express or implied (including without limitation any and all representations or warranties made by any agent or representative of FCI to Lessee), which are not set forth in writing in the Contract shall be binding upon FCI. The Contract cannot be modified except by the written agreement of FCI and Lessee. The parties agree that the Contract has been entered into in the State of Illinois and shall be interpreted under and governed by the internal laws of the State of Illinois, without reference to any conflicts of law principles, applicable to contracts made and to be performed within Illinois, notwithstanding that one or both parties to this Agreement may be domiciled or the Equipment may be located in another state. Lessee shall not have any right to assign its rights or delegate any of its obligations under the Contract and, except with respect to the indemnification rights in this Agreement, no third party is contemplated or intended to have any rights under the Contract, except to the extent of any rights that are separately and expressly created by FCI for the benefit of a third party.
18. **Acceptance.** The Contract will become binding on Lessee on the earlier of that date on which (i) Lessee clicks on the acceptance button provided in the e-mail by which the Transaction Documents were transmitted to Lessee, or (ii) signs the Quote included as one of the Transaction Documents. By indicating its acceptance in either of the foregoing manners, Lessee agrees, represents and warrants that it has read, understands and agrees to be bound by the terms and conditions of the Contract between Lessee and FCI; provided, that without impairing or otherwise affecting any earlier acceptance, Lessee's acceptance of any goods or services provided pursuant to the Contract also constitutes Lessee's acceptance of and agreement to be bound by the terms and conditions of the Contract.