

This EQUIPMENT LEASE AGREEMENT together with any Exhibits (the "Agreement") is entered into as of _____ (the "Effective Date"), between BRIDGE DIAGNOSTICS, INC., a Colorado corporation (together with its successors and assigns, "Company") and _____, a _____ (together with its successors and permitted assigns, "Lessee"). The attached Exhibit A, which is incorporated herein by this reference, contains the equipment list ("Equipment") which is being leased under this Agreement.

1. Setup Fee. The initial setup fee of \$_____ shall be paid by Lessee to the Company at Company's principal place with 30 days of receipt of invoice from Company of business on or before the first day of the month.
2. Daily Rate. A daily rate of \$_____ shall be paid by Lessee to the Company within 30 days after receipt of invoice from Company.
3. Data Hosting Rate. A daily rate of \$_____ shall be paid by Lessee to the Company within 30 days after receipt of invoice from Company.
4. Other Fees. Additional fees of \$_____ shall be paid by Lessee to the Company at Company's principal place with 30 days of receipt of invoice from Company of business on or before the first day of the month. These fees are outlined in Exhibit A.
5. Payment. All invoiced amounts shall be paid by Lessee to the Company within 30 days after receipt of invoice from Company.
6. Term of Lease. Lessee shall lease the Equipment starting on the date the Equipment ships from the Company's facilities and continuing for a minimum period of _____ days ("Term"). The term of the lease shall commence when the Equipment is shipped from the Company's location in Louisville, Colorado, and end when the Equipment is returned to that location and the Company accepts the return of the Equipment. The Lessee shall pay for all shipping of the Equipment from and to the Company. Lessee will be responsible for any damage to the Equipment during shipping.
7. Consumables. The Lessee will pay for consumables as outlined in Exhibit A shipped by the Company for the installation and operation of the Equipment, such as, but not limited to, extension cables, glue, mounting supplies, cable ties, conduit, etc. Such consumables shall be itemized on monthly invoices. Consumables do not need to be returned to the Company.
8. Title to the Equipment. Title to the Equipment that is the subject matter of this lease shall remain with the Company at all times during the term of this lease. Lessee shall not remove, or permit to be removed, from any Equipment any serial number, model, name or other indicia showing ownership.
9. Maintenance of Equipment. The Lessee guarantees, at its own cost and expense, to keep the Equipment in good working condition during the term of this lease, provided, however, that Lessee shall at all times during the term of this lease exercise reasonable care in using the Equipment, and shall be responsible for any damage to the Equipment caused by fire, vandalism, lightning, other "act of god", theft, accident, neglect, or abuse. At the end of this lease, Lessee shall surrender the Equipment to Company in as good order and condition as it is upon the start of the lease, excepting reasonable wear and tear resulting from the proper use of the Equipment. Upon return of the Equipment to the Company at the termination of this Lease, the Company shall have ten (10) business days to inspect the Equipment and shall bill the Lessee for damage to the Equipment at its then-current list price to repair or replace the Equipment, which shall be at the sole reasonable discretion of Company. Company will document any damage with description and photographs and/or test data.
10. Repair of Equipment. If the Equipment fails due to defects in material and workmanship and through no failure of Lessee to properly maintain the Equipment, then the Company will supply a replacement unit at its sole cost. The Company will not, however, be responsible for any costs except those directly related to the replacement

of the Equipment. The costs not covered by the Company may include, but are not limited to, project costs such as installation labor, traffic control, or access to the installation site.

11. Lightning Damage. The Company takes standard precautions to protect the Equipment from damage by lightning when the Company installs Equipment. In the event that the Lessee installs the Equipment, it is strongly recommended by the Company that Lessee take similar precautions. However, the Company is not responsible for damage done to the Equipment by lightning.
12. Insurance. During the entire Agreement Term with respect to Equipment and until such Equipment is returned to Company in accordance with this Agreement, Lessee shall maintain, at its own expense:

Property Insurance covering the Equipment for any physical loss or damage to the Equipment (or any portion thereof), including loss or damage caused, in whole or in part, by fire, water, wind, collapse, theft, vandalism, malicious mischief, collision, and other risks normally included in extended property coverage in an amount of the full replacement cost of the Equipment in Exhibit A;

All insurance specified in herein shall be maintained with responsible insurance companies of recognized standing qualified to conduct business in the states where the Equipment is or will be located, and shall provide that the coverage thereunder may not be canceled without providing thirty (30) days prior written notice to Company and Lessee. If Lessee fails to procure, maintain, or renew the insurance, Company may, but is not obligated to, obtain insurance for Lessee and for the account of Lessee without prejudice to any other rights that Company may have, and invoice Lessee as described herein. Payment shall be made in such circumstances as required herein.

Lessee hereby appoints Company as attorney-in-fact with power and authority to do all things necessary or advisable, including without limitation, making claims, receiving payments and endorsing documents, checks, or drafts to secure payments under any policy of insurance required under this Agreement.

13. Indemnity. Lessee assumes all risk and liability for the loss of or damage to the Equipment, for the death of or injury to any person or property of another, and for all other risks and liabilities arising from the use, operation, condition, possession, or storage of the leased Equipment. Nothing in this Agreement shall authorize Lessee or any other person to operate any of the Equipment so as to impose any liability or other obligation on Company. Lessee shall indemnify, defend, and hold harmless Company, its agents, and employees from all claims, loss, or damage Company may sustain arising out of Lessee's operation of the Equipment including, without limitation, the following:

- (i) The loss of or damage to any of the leased Equipment for any cause;
- (ii) The injury to or death of any person including but not limited to agents or employees of the Lessee;
- (iii) Damage to any property arising from the use, possession, selection, delivery, return, condition, or operation of any leased Equipment; or

The indemnities contained in Section of this Agreement shall continue in full force and effect, notwithstanding the termination of this Agreement. Lessee shall reimburse Company for all expenses, losses, liabilities, fines, penalties, and claims of every type, including reasonable attorneys' fees, imposed on or incurred by Company because of Lessee's operation of the leased Equipment. Lessee shall also pay simple interest at a rate of one percent (1.0%) per month from the day payment is made by Company through the day Company is reimbursed by Lessee. Lessee's obligation to indemnify and hold harmless does not extend to any damages that arise solely out of the gross negligence or willful misconduct of Company.

14. Live Hosted Monitoring Service. In cases where the Company has installed and configured the Live Hosted Monitoring Service (the "Service") on the Equipment, the Lessee agrees to respond to any alarms received, and to review the data provided by the Service to ensure that all data is being recorded and stored. The Company

is not responsible for ensuring continual data collection after the initial setup. The Lessee will promptly report to the Company any failure of the Service to deliver or store data or other problem with the Service. The Company will promptly respond to any such report and use its best efforts to restore full functionality to the Service. In no event shall the Company be liable for any damages caused by any failure of the Service.

15. Personal Property. The Equipment is, and shall at all times remain personal property, notwithstanding that it may be attached to real property or to a structure on real property.
16. Lessee's Right to Possession. Lessee shall have the right to retain possession of the leased Equipment only so long as Lessee shall not be in default under this lease. Punctuality in the payment of the rent shall be deemed to be the essence of this lease.
17. Default by Lessee. If Lessee is, at any time, in default in punctually paying any rent due, or if Lessee should breach any other term of this lease, then the Company shall have the right to retake immediate possession of the Equipment and for such a purpose Company may enter upon any premises where the Equipment is installed, with or without notice of its intention to retake the Equipment. In the event that Lessee fails to make payment due under this lease, or is otherwise in breach of this lease, the Company shall give Lessee written notice of such breach and the Lessee shall have ten (10) days from such notice to make payment in full or otherwise cure the breach. In the event that the Lessee fails cure the breach, the Company may retrieve the Equipment and bill Lessee for all costs associated with such retrieval. The Company can terminate Live Monitoring Service in the event of non-payment of rent. The Company will notify Lessee prior to service termination.
18. Termination of Lease. Upon Company's retaking possession of the Equipment as a result of a default of this lease by Lessee, this lease shall terminate without prejudice to any right or claim for arrears of rent, if any, or on account of any other breach of this lease.
19. Non-Waiver. The waiver of breach of any term or condition of this lease shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition.
20. Attorneys' Fees. In the event of any action filed in relation to this lease, Lessee, in addition to all other sums that Lessee might be called on to pay, will pay to Company a reasonable sum for Company's attorneys' fees.
21. Applicable Law. This lease shall be governed by and construed under the laws of the State of Colorado. The parties to this lease hereby submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in Boulder County, Colorado; Boulder, Colorado; and Denver, Colorado in any action related to this lease.
22. Lease as Entire Agreement; Severability. This lease embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this lease or by other written agreement between the parties. If any provision is invalid, it shall be considered deleted from this lease, and shall not invalidate the remaining provisions of this lease.
23. Authority. The undersigned representative of the Lessee represents and warrants that he or she is duly authorized to enter into this lease on behalf of the Lessee.
24. No Warranty. The Lessee accepts the Equipment "as-is", and THE COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTY OF NON-INFRINGEMENT, WARRANTY OF MERCHANTABILITY, AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
25. Waiver of Consequential Damages. Company shall not, in any event, be liable, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including but not limited to loss of revenue, whether or not such losses are foreseeable or unforeseeable.

IN WITNESS OF OUR AGREEMENTS, the Company and the Lessee have executed this Agreement on the date(s) indicated below.

Company:
Bridge Diagnostics, Inc.

The Lessee:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

EQUIPMENT LIST

CONSUMABLES

OTHER ITEMS