

SC874137 – CREATIVE MEDIA HOLDINGS LIMITED

HARDWARE COMMERCIALISATION & RENTAL SERVICES LICENCE between **Creative Media Holdings Limited**, (SC874137) whose registered address is 11f Wellington Square, Ayr, Scotland, KA7 1EN - (the "**Licensor**" or "**CMH**") and **AI Leasing One Limited**, a company incorporated in Scotland (Company Number SC894418) whose registered office is 1 Macdowall Street, Suite 3.1, Paisley, PA3 2NB, Scotland (the "**Licensee**").

RaiD10 HARDWARE RENTAL AGREEMENT – ONLINE FORM**Between****AI Leasing One Limited**

Company Number: SC894418

1 Macdowall Street, Suite 3.1, Paisley, PA3 2NB, Scotland

("AI Leasing One", "we", "our" or "the Owner")

and

[The individual or business accepting this Agreement electronically] ("Customer", "you" or "your").

By selecting "**I Agree**", you confirm that you have read, understood and accepted this Agreement and that you are authorised to enter into it on behalf of the Customer.

1. Agreement

This Agreement governs the rental of the Hardware identified within your order.

The Agreement is separate from, and in addition to, any Platform Subscription, Software Licence or Service Agreement entered into with Creative Media Holdings Limited or any associated platform operator.

Acceptance of this Agreement creates a legally binding contract between you and **AI Leasing One Limited**.

2. Hardware

The Hardware comprises the HP Enterprise AI Workstation, approved NVIDIA GPU and any replacement equipment supplied under this Agreement.

The Hardware remains the sole property of AI Leasing One Limited throughout the Initial Rental Term.

3. Initial Rental Term

The Initial Rental Term is **twenty-four (24) months** commencing on the date the Hardware is delivered.

The Agreement continues after the Initial Rental Term unless terminated in accordance with this Agreement.

4. Rental Payments

You agree to pay the monthly rental specified during checkout by Direct Debit or another payment method approved by AI Leasing One Limited.

Rental payments are due irrespective of the level of use made of the Hardware, Platform or associated services. No withholding, deduction, set-off or reduction of rental payments shall be made unless required by law or agreed in writing by AI Leasing One Limited.

5. Customer Obligations

You shall:

- keep the Hardware at the installation address unless authorised otherwise;
- exercise reasonable care of the Hardware;
- ensure suitable power, broadband and environmental conditions;
- permit remote diagnostics where required;
- notify us promptly of any fault or damage.

You shall not:

- sell, assign, pledge, lend or otherwise dispose of the Hardware;
- remove, replace or modify internal components;
- install unauthorised hardware or software intended to interfere with the Platform;
- remove asset labels or serial numbers;
- permit any third party to dismantle or repair the Hardware without written authority.

6. Platform Services

The Hardware is designed to operate with authorised Creative Media platform services.

Termination, suspension or amendment of any subscription, software licence or support service does not terminate or reduce your obligations under this Rental Agreement.

SC874137 – CREATIVE MEDIA HOLDINGS LIMITED**7. Delivery and Acceptance**

The Hardware shall be deemed accepted upon delivery or installation, whichever occurs first.

Minor defects, software updates, configuration changes, calibration activities or support requirements shall not constitute grounds for rejection or non-payment.

8. Warranty

Warranty services shall be administered through the authorised platform support process.

Warranty repairs, replacement equipment or technical support do not suspend or defer rental payments.

9. Default

You shall be in default if:

- any rental payment is not received when due;
- any Direct Debit is cancelled or fails without immediate remedy;
- you materially breach this Agreement;
- you become insolvent or cease trading.

Upon default, AI Leasing One Limited may, without prejudice to any other right or remedy:

- terminate this Agreement;
- suspend further performance;
- recover possession of the Hardware;
- require immediate payment of all remaining rental instalments and any other sums due under this Agreement;
- recover reasonable costs incurred in enforcing its rights.

Recovery of the Hardware does not reduce or extinguish your liability for outstanding contractual payments or enforcement costs.

10. Returned Hardware

Where Hardware is recovered following default, AI Leasing One Limited may inspect, repair, refurbish, redeploy or dispose of the Hardware without affecting its entitlement to recover all sums due under this Agreement.

11. Liability

Nothing in this Agreement excludes liability that cannot lawfully be excluded.

Subject to applicable law, AI Leasing One Limited shall not be liable for indirect or consequential loss, business interruption, loss of profits, loss of data or loss arising from services supplied by third parties.

12. Assignment

AI Leasing One Limited may assign or transfer this Agreement together with its rights and obligations.

You may not assign or transfer this Agreement without prior written consent.

13. Entire Agreement

This Agreement constitutes the entire agreement relating to the rental of the Hardware.

If any provision is found unenforceable, the remaining provisions shall remain in full force and effect.

14. Governing Law

This Agreement is governed by the law of Scotland.

The parties submit to the jurisdiction of the Scottish Courts, without prejudice to the right of AI Leasing One Limited to pursue recovery or enforcement proceedings in any other jurisdiction where permitted by law.

Electronic Acceptance

By selecting "**I Agree**", you confirm and warrant that:

- you are at least 18 years of age;
- you are authorised to enter into this Agreement on behalf of the Customer;
- the information provided during checkout is true and accurate;
- you understand this is a legally binding rental agreement with **AI Leasing One Limited**;
- you authorise collection of the agreed rental payments by the payment method you have selected;
- you have read and accepted this Agreement in full.

☐ I have read, understood and agree to be legally bound by this Hardware Rental Agreement.