



5. **DEFAULT.** If Lessee shall default in the payment of any rental or any other sum payable to Lessor hereunder, and such default shall continue for more than five (5) days after Lessor has demanded payment in writing, Lessor may, at Lessor's option, by written notice to Lessee, terminate this Agreement. In the event of any such termination, Lessor shall also be entitled to recover from Lessee all monthly rentals and reimbursements due and to become due under this Agreement with respect to the Equipment up to the time of the surrender thereof by Lessee, together with interest at the highest legal rate and all costs and expenses (including attorneys' fees) incurred by Lessor in enforcing Lessor's rights hereunder.
  
6. **GOVERNING LAW AND JURISDICTION.** This agreement is to be governed by the laws of the State of Texas, with the courts of the County of Harris, Texas to have jurisdiction over any dispute arising hereunder.
  
7. **WAIVER.** Lessor's failure to timely exercise any right hereunder shall not be deemed a waiver of such rights.
  
8. **NOTICES.** All notices required to be given hereunder shall be given to the address first written above.
  
9. **DURATION OF AGREEMENT:** This will be considered a Master Rental Agreement and will stay in force and cover the present rental and all future rentals. Either party can rescind the terms of this agreement or void it with written notice prior to any new rental in the future. This agreement cannot be canceled or modified during periods when lessee has equipment belonging to lessor in his possession without both parties being in agreement with the changes.

This lease constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by the party to be charged.

Authorized Signature: \_\_\_\_\_ Print Name \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Tax Exempt (y/n) \_\_\_\_\_

Tax Exempt Certificate # \_\_\_\_\_

Western Data Systems

\_\_\_\_\_  
Ed Meche  
President