hereby agrees to loan the Equipment identified above to Borrower, and Borrower agrees to borrow the Equipment from MBARI, subject to the terms and conditions of this Agreement.

2. **Term.** The term of the loan of the Equipment and this Agreement is set forth above.

3. **Fee.** Borrower shall pay MBARI the fee set forth above for the loan of the Equipment within thirty (30) days following receipt of MBARI's invoice therefor.

4. **Costs and Expenses.** Unless otherwise indicated in the Additional Terms above, Borrower shall be responsible for all costs and expenses associated with the delivery, use, and return of the Equipment.

5. **Delivery and Return.** Unless otherwise indicated in the Additional Terms above, Borrower shall be responsible at its expense for taking possession of the Equipment, delivering it to the Intended Location designated above, and returning it to MBARI no later than the Return Date designated above.

6. **Condition.** MBARI shall tender the Equipment to Borrower in good operating condition, and Borrower shall return the Equipment to MBARI in good operating condition, normal wear and tear excepted. Borrower shall be responsible for all costs and expenses necessary to maintain and repair the Equipment while in its possession or control, provided that Borrower shall obtain MBARI's prior written approval before performing repairs to the Equipment. MBARI reserves the right to perform the repairs itself and to charge Borrower for the cost of repairs.

7. **Location and Possession.** Borrower shall use the Equipment at the Intended Location designated above and shall not move the Equipment to another location without MBARI's prior written consent. Borrower shall not turn over possession or control of the Equipment to anyone else without MBARI's prior written consent.

8. **Liability.** Borrower agrees to defend, indemnify and hold harmless MBARI and its officers, directors, agents and employees from and against all claim or liability for loss, injury, death, or damage to persons or property, including reasonable attorneys' fees, arising from the loan of the Equipment to Borrower or Borrower's use of the Equipment, except only to the extent caused by MBARI's negligent acts or omissions.

9. **Insurance.** Unless otherwise indicated in the Additional Terms above, Borrower shall, at all times during the term of this loan, carry insurance covering the Equipment against loss or damage with limits of no less than the value of the Equipment set forth above. Borrower agrees to have this insurance endorsed to name MBARI as an additional insured; to provide MBARI with proof of insurance upon commencement of this loan; and to ensure that MBARI is given at least thirty (30) days' prior written notice of cancellation of the insurance.