	information to identify the case:	
Debtor 1	Tehum Care Services, Inc.	
Debtor 2 (Spouse, if fil	ing)	
United Stat	es Bankruptcy Court for the: Southern District of Texas	F
Case numb	er 23-90086	•

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

	arter Identity the C	aım					
1.	Who is the current creditor?	Canon Financial S Name of the current cred Other names the creditor	itor (the person or	, ,	,		
2.	Has this claim been acquired from someone else?	☑ No ☐ Yes. From whom		Perfection 1, that the first of a constant to the last a constant to the constant to the last a constant to the last a constant to the la			ann dan (1990) ang magapagga magapa an ang p
3.	Where should notices and payments to the creditor be sent?	Where should notice				d payments to the cred	itor be sent? (if
	Federal Rule of	Fleischer, Fleisch	er and Suglia	ı, P.C.		Fleischer and Suglia	ı, P.C.
	Bankruptcy Procedure	Name	D 11 00 F		Name		
	(FRBP) 2002(g)	601 Route 73 N., Number Street	Suite 305			73 N., Suite 305 Street	
		Mariton	NJ	08053	Mariton	NJ	08053
		City	State	ZIP Code	City	State	ZIP Code
		Contact phone 856489	98977	alement administration	Contact phone	8564898977	
		Contact email fleisch		scherlaw.com		fleischercases@flei	scherlaw.com
Proportion States - Special St Company of the Co		Uniform claim identifier fo	or electronic payme	ents in chapter 13 (if you u	use one):		
4.	Does this claim amend one already filed?	☑ No ☐ Yes. Claim numb	er on court claim	s registry (if known) _		Filed on MM	I DD / YYYY
5.	Do you know if anyone else has filed a proof of claim for this claim?	☑ No ☐ Yes. Who made t	the earlier filing?				

Official Form 410 Proof of Claim

		A ADDIT THE DAME THE DATE THE GASE THAS I ACT
6.	Do you have any number you use to identify the debtor?	No Ses. Last 4 digits of the debtor's account or any number you use to identify the debtor:
7.	How much is the claim?	\$ Does this amount include interest or other charges? No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. Equipment Lease Agreements
	is all or part of the claim secured?	No Yes. The claim is secured by a lien on property. Nature of property: Real estate. If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim. Motor vehicle Other. Describe: Equipment Lease Agreements Basis for perfection: Equipment Lease Agreements Attach reducted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: Amount of the claim that is secured: \$ 16,544.00 Amount of the claim that is unsecured: \$ 133,376.29 (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ 63,177.30 Annual Interest Rate (when case was filed) % Fixed Variable
10). Is this claim based on a lease?	□ No Yes. Amount necessary to cure any default as of the date of the petition. \$ 63,177.30
11	. Is this claim subject to a right of setoff?	☑ Yes. Identify the property:

12. Is all or part of the claim entitled to priority under	⊠ №		58 ° 5 × 10 × 10 ° 50 ° 10 ° 10 ° 10 ° 10 ° 10 ° 10 °	and the second s	a annua muun annua arabaananna 177 a		
11 U.S.C. § 507(a)?	Yes. Check	one:					Amount entitled to priority
A claim may be partly priority and partly		ic support obligatio C. § 507(a)(1)(A) o		alimony and child su	ipport) un	der	\$
nonpriority. For example, in some categories, the law limits the amount entitled to priority.		3,025* of deposits t II, family, or housel		ase, lease, or rental of J.S.C. § 507(a)(7).	of propert	y or services for	\$
	bankruş	salaries, or commi otcy petition is filed C. § 507(a)(4).	ssions (up to or the debtor	\$13,650*) earned w 's business ends, wh	ithin 180 ichever is	days before the searlier.	\$
			governmen	al units. 11 U.S.C. §	507(a)(8)).	\$
	☐ Contrib	utions to an employ	ee benefit pl	an. 11 U.S.C. § 507(a)(5).		\$
	Other.	Specify subsection	of 11 U.S.C.	§ 507(a)() that app	olies.		\$
	* Amounts	are subject to adjustm	ent on 4/01/22	and every 3 years after	that for ca	ses begun on or afte	er the date of adjustment.
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Part 3: Sign Below							
The person completing this proof of claim must	Check the appro	priate box:					
sign and date it.	am the cr	editor.					
FRBP 9011(b).	🗹 I am the cr	editor's attorney or	authorized a	gent.			
If you file this claim	I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.						
electronically, FRBP 5005(a)(2) authorizes courts	I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.						
to establish local rules specifying what a signature	t (t 1 ()						
is.				s <i>Proof of Claim</i> serv r credit for any paym			that when calculating the ebt.
A person who files a fraudulent claim could be		hate a testem and the ter	11-2- Dan 6-4	0/			
fined up to \$500,000, imprisoned for up to 5	and correct.	i the information in	this <i>Proof of</i>	Claim and have a re	asonable	belief that the info	rmation is true
years, or both. 18 U.S.C. §§ 152, 157, and	I declare under	penalty of perjury th	nat the forego	ping is true and corre	ct.		
3571.	Executed on da						
		MM / DD / YY	ΥΥ				
	/s/ Nicola Signature	G. Suglia					
	Print the name	of the person who	o is complet	ing and signing this	claim:		
	Name	Nicola G. Su	glia				
	(1444	First name		Middle name		Last name	
	Title	Partner of the	Firm				
	Company			d Suglia, P.C.			
		identify the corpor	ate servicer as	the company if the auti	orized age	ent is a servicer.	
	Address	601 Route 73	North, Si	uite 305			
		Number :	Street		· · · · · · · · · · · · · · · · · · ·		
		Marlton			NJ	08053	
		City	*		State	ZIP Code	
	Contact phone	856-489-897	7		Email	leischercases/	@fleischerlaw.com

STATEMENT OF ACCOUNT Lease No.: 0050369-491

Remaining Balance	\$ 69,069.00
Purchase Option	\$ 15,330.00
Sales/Use Tax	\$ 5,063.94
Late Charges	\$ 16,299.00
Legal Fees	\$ 26,440.49
TOTAL DUE:	\$132,202.43

STATEMENT OF ACCOUNT Lease No.: 0050369-492

Remaining Balance	\$ 7,210.50
Purchase Option	\$ 511.00
Sales/Use Tax	\$ 463.29
Late Charges	\$ 1,188.90
Legal Fees	\$ 2,343.42
TOTAL DUE:	\$11,717.11

STATEMENT OF ACCOUNT Lease No.: 50369-1

Remaining Balance	\$3,118.32
Purchase Option	\$ 703.00
Sales/Use Tax	\$ 229.28
Late Charges	\$ 750.00
Legal Fees	\$1,200.15
TOTAL DUE:	\$6,000.75

TOTAL AMOUNT OF CLAIM: \$149,920.29

TOTAL AMOUNT OF CLAIM THAT IS SECURED: \$ 16,544.00

TOTAL AMOUNT OF CLAIM THAT IS UNSECURED: \$133,376.29

7/23/2019

MarkView Print Preview - AA NUMBER: S0954658 - Corizon BRANCH: PHILADELPHIA MAJOR - DELAWARE DOCUMENT ID: 36345229

LEASE 0050369-491

	RTIOTI SOLUTIONS AMERICA, IN	.a		GREEMENT	CANON FINANCIA	L SERVICES, INC. (CFS)
,,.,,			FS' AGREEMENT NOMBER:	\$0954658.09	Remittance Address: Chicago, Illanois 80593	14904 Collections Certer Or. Phone: (800) 220-0200
COMPANY	LEGAL NAME CORIZON S	EALTH INC	DBA			PHONE
BILLING AC		ILIZITI IIIC	CITY	COUNT	(*Costo STATE	mer) 615,376,1307
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ECIONARIA	TACORESS Picase View Equi	pment Schedule A	CITY	COUNTY	STATE	ZIP
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Tele D	ocumentation Ma	ınager	Tax SOF	II green	etar, DOS.	04m 7-22-19
Gase.			8èx			
	7.23.19		Printed Name:			
Je Cayo Fr	rancial Services, Inc. (*CFS*)	L		E CERTIFICATE	Ernel Astrocc	
Customer ce	fiches that (a) the Foreigness rela	rred to in this Agreement has (d) the Equipment is insvocat	been received. (b) installation has be bly accepted by Customer for all purpo Profed Name:	en completed, (c) the Equipment has t ses under this Agreement. According	been examined by Customer and is in good by Customer hereby authorizes billing under th de (il any):	persong order and condition and is, is Agreement Date:
2. TERM OF A Equipment as Equipment as Equipment of Equipment as Equipment of Constitute under Interest and Interest and animum of the Payment a under this Agric Interest of the Interest animum Interest of the Interest of Interest of the Interest of Interest	GREENBERT: This Appeared is a possible to entire desirable that is specified harrier. The term of the a specified harrier. The term of the a specified harrier. The term of the a steamer shall be possible that is the specified harrier in specified harrier. The specified harrier is a scordance with the larms here necessary point to the end of the a secondance price to the end of the a specified harrier is appeared and all other collegations. On GP ATMENTS: ALP payment is such anyone, and among amore ATMENTS: Customer agrees it accepts the specified harrier is such anyone. 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CFS-1020 (C3/1	8)		Page 1 of 2			NOTE: TERMS AND CONDITIONS

notice of non-acceptance, specifying the reasons therefor and specifically retarencing this Agreement, Colfisheer, shall be deemed to have interceably accepted such Sewignent, CFS is the lessor and Cusiomer is the bases of the Ecoprant under this Agreement, As between CFS and Customer only, this Agreement shall supersed any Customer prochase order in its entirely, notwithstanding anything to the contrary contained in any such prochase order. Customer agrees to wake any right of specific performance of this Agreement and shall be to the CFS harmless form dramages if for any reason the Ecoprant in or delivered as ordered, if the Ecoprant is undestactive or if CFS does not a secret this Agreement. Customer agrees that any delay is delivery of the Equipment shall not affect the validity of the Agreement.

CFS obers not elective this Apprehent. Customer agrees that any delay is delivery of the Equipment shall not affect the validity of this Apprehent. Customer shall not move the Equipment from the location specified the validity of this Apprehent. Customer shall not move the Equipment from the location specified Aprehe accept with the proof writer consent of CFS. Customer shall steep the Equipment from the location and of CFS. Customer shall steep the Equipment from the location and chall are and less not them those is the or of CFS. Customer shall steep the Equipment from an experience of the shall shall be appropriate operational and chall the appropriate operation and chall are appropriate. The appropriate is a state from them. Customer absolute CFS with ample above at least thiny (10) days prior to any charge of its legal name, chall state offer address or its form of operation (Insiderity, without inhalation, its unfadicion of expendently), and shall assecute and deliver to CFS such documents are reported or appropriate.

9. WARRANTY OF BUSINESS PURPOSE; USE: PERSONAL PROPERTY: PHANCING STATEMENTS.

9. WARRANTY OF BUSINESS PURPOSE; USE: PERSONAL PROPERTY: PHANCING STATEMENTS of the Equipment of the Equipment

to notice thereof.

10. MDEMINTY: Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Supernert. This Section shall survive termination of this Agreement.

11. MANTEMANCE: ALTERATIONS: Customer shall keep and maintain the Equipment in good working order and shall at Customer's the loss part of the state of the conjunction organized to maintain the Equipment in good working condition. Customer shall not without the prior writter constant of CFS, make any changes or whomer shall not entire constant, althorised changes to another parts, accessed, authorised changes to another parts accessed, authorised changes to another parts accessed, authorised changes to another parts accessed, authorised the semisolithms.

the Equipment is good working condition. Castomer shall not without the prior writton consisted of CFS, make any changes or substitutions to the Equipment Any and instancement parts, accessories, authorized changes to another substitutions for the Equipment shall designed and inspired to the substitution in the man of this Agreement. If TAKES, OTHER FEES AND CHARGES, CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LUCKISE AND REGISTRATION FEES, ASSESSIMENTS, SALES, USE, DROPERTY AND OTHER TAKES, AND DITHER EXPENSES AND CHARGES, together with any applicable penalties, in the rest and administrative less now or at any time imposed upon any Equipment, the Payments, or Customer's performance or an operformance of its obligations havenured; whether payable typ or assessed to CFS or Customer. It customer that is up any such fees, assessments, taxes, expenses or changes are during the rest of the customer false to up any such fees, assessments, taxes, expenses and changes, and Customer shall promptly restrictions to the pay through the same of the company of the customer of the customer of the pay any such fees, assessments, taxes, expenses and changes, and Customer shall promptly restriction. Customer shall inher the customer and pass administrative fees and customer shall promptly restriction. Customer shall inher the customer and the payments of the customer and the customer and the payment of the customer and the customer and the payment of the customer and the cust

Lease Balance, CFS shall transfer the apoceanie Equipment to Customer VS-G, WHTERE 45" without any myrepeathitans on a warming what transfer the apoceanies and this Agreement shall terminate that inspect to such Equipment.

(a) Customer default is the payment when our of any indebtedness of Casparer to CFS, whether or not wiskly under this Agreement and the control of Casparer to CFS, whether or not wiskly under this Agreement, without motice or descrated by CFS. (b) Deathers or any guaranties of Customer's origination and the control of Casparer to CFS, whether or not wiskly indept this Agreement, without motice or descrated by CFS. (b) Deathers or any guaranties of Customer's origination and the control of Casparer to CFS, whether or not wiskly never the control of Casparer to makes an actignment on the brieff of creations. (d) a period or proceeding it field by or against Customer's any Guaranties any Guaranties of interesting or insulvency that, (e) a receiver, fractise, consistency or against the speciate of any Customer's any Guaranties of the Sections of any Guaranties of the Customer's any Guaranties, or incorrectly or insulvency to its any cashadir aspect, or (g) Customer or any Guaranties any Guaranties or any Guaranties or any Guaranties and Guaranties or any Guaranties or any

CFS-1020 (03/18)

17. LATE CHARGES: EXPÉNSES OF ENFORCEMENT: If Customer lais to pay any sum to be paid by Customer to CFS under this Agreement on or before the due date, Customer shall pay CFS, upon demand an amount equal to the greater of the person of 10% of a shall be due to the greater of the person of the p

Selegations which CFF will continue to partition. Customer agenes that the rights of the assignee will not subject to any client, defended or selected that the result of the selected of the angular standard containing as the continue of any standard containing as the continue of any standard containing as the continue of the angular pagable necessaries. The continue of the angular pagable necessaries of the continue of the angular pagable necessaries. The continue of the angular pagable necessaries which are continued to the continue of the angular pagable necessaries. The continue of the angular pagable necessaries which are continued to the continue of the angular pagable necessaries. The continue of the angular pagable necessaries which are continued to the continue of the angular pagable necessaries. The continue of the angular pagable necessaries are continued to the angular pagable necessaries and an angular pagable necessaries are continued to the angular pagable necessaries are continued to the angular pagable necessaries and an angular pagable necessaries are continued to the angular pagable necessaries and an angular pagable necessaries and an angular pagable necessaries are continued to the angular pagable necessaries and an angular pagable necessaries and an angular pagable necessaries are continued to the angular pagable necessaries and an angular pagable necessaries and angular pagable necessaries angular pagable necessa

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CLCC 24] AND THAT CPS IS ENTITLED TO ALL BENEFITS, PRIVESEES NID PROTECTIONS OF A LESSOR UNDER AFRANCE LEASE. CUSTOMER WANNES ITS RICHTS AS A LESSEE UNDER JUCK AS SECTIONS SEE 522.

12. WANTER OF OFFSET: This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warraned, or is unsafestatory for any reason. Customer shall make such cam solely against as represented or warraned, or is unsafestatory for any reason. Customer shall make such cam solely against as represented or warraned or is unsafestatory for any reason. Customer shall make such cam solely against as represented or warraned or is unsafestatory for any reason. Customer shall make such cam solely against any Peyments or either charges due under this Agreement, and unconditionally against to pay tuch Payments and other charges, repartless of any other or dain which may be asserted by Customer or on its oehalf. Is GOVERNING LAW, VERNEY WANTER OF JURY TRIAL. THIS AGREEMENT THAS BEEN EXECUTED BY CLES ALL AND SHALL, FOR ALL PURPOSES SEE DELEGAD A CONTRACT ENTERIOR LAW PRIVIDELES. ANY ACTION OF THE STATE OF NEW AGREEM WITHOUT REPRESENCE TO CONTRACT OF ALL ANY SERVEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE WHITE OF NEW AGREEM WITHOUT REPRESENCE TO CONTRACT OF ALL ANY DELEVERY HER COUNTY OF CAMBON OF BRUILLINGTON, NEW AGREEMENT SHALL BY BRECOUNT ON ANY DELEVERY HER COUNTY OF CAMBON OF BRUILLINGTON, NEW AGREEMY, OR AT CYPS SOLD POTTON. IN THE STATE WHITE COUNTY OF CAMBON OR BRUILLINGTON, NEW AGREEMY, OR AT CYPS SOLD POTTON. IN THE STATE WHITE COUNTY OF CAMBON OR BRUILLINGTON, NEW AGREEMENT SHALL BY ITS EXECUTION AND DELIVERY HEREOF. REPRESENCE TO COUNTY COUNTY OR ANY DELIVERY HEREOF. THE DIRECT HERE BY REVOLUENCY WANTE ANY ROSAL TO ALL ANY TRACT. THE AGREEMENT SHALL BY COUNTY OR ANY DELIVERY HEREOF. THE REPRESENCE TO COUNTY OR ANY DELIVERY HEREOF. THE REPRESENCE TO COUNTY OR ANY DELIVERY HEREOF. THE REPRESENCE TO COUNTY OR ANY DELIVERY HEREOF. THE REPRESENCE

Equipment Schedule

This Equipment Schedule '19 is attached to and made part of the agreement (whether designated a lease, contal. Master Lasse or otherwise) between Canon Financial Services, Inc., CPC93 and Equipment (Canon Financial Services, Inc., CPC93) and Equipment (Adental Master) (Inc., CPC92) and Equipment (In	Chicago, Hinose (6693 (800) 226-0203			MGREEMENT CT 105 (MITS) NUMBER: S095/4658,09
In described below, logether with the equipment described on the face of the Agreement, if any stall be subject to the terms and conditions set forth in the Agreement. Equipment Address. Equipment Equipment Address. Equipment Equipment Address. Equipment Address. Equipment Equipment Address. Equipment Address. Equipment Equipment Address. Equipment Equipment Address. Equipment Equipment Equipment Address. Equipment Equipment Equipment Equipment Address. Equipment Equipme	This Equipment Schedule ("Schedule") is attached to and m Canon Financial Services, Inc. ("CFS") and	ade part of the a	greement (whether design	ated a lease, rental, Master Lease or otherwise) between
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Equipment Schedule

CANON FINANCIAL SERVICES, INC. (CFS)

Remitance address: 14904 Collection Chicago, librois 60593

CFS-1002 (01/13)

ECOPY SHARESCAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S ECOPY SHARESCAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S ECOPY SHARESCAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S This Equipment Schedule ("Schedule") is attached to and made part of the agreement (whether designated a lease, rental, Master Lease or otherwise) between ECOPY SHARESCAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S Equipment described below, together with the equipment described on the face of the Agreement, if any, shall be deemed 'Equipment' for the purposes of the "Customer) (the "Agreement"). Make / Model / Accessory / Description S0954658.09 7-22-19 AUTHORIZED CUSTOMER SIGNATURE CORIZON HEALTH INC RADV45511V3 3 P. P. RADV45511V3 RADV4551IV3 RADV45511V3 RADV45511V3 n witness whereof, the parties have caused this Schedule to be executed on the same date set forth on the Agreement. Shalin CFO Serial Number Printed Name: Agreement and shall be subject to the terms and conditions set forth in the Agreement. χ Quantity Documentation Manage Equipment Address
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CFS-1002 (01/13)

Equipment Schedule

CFS-1002 (01/13)

CANON FINANCIAL SERVICES, INC. (CTS) Rentland addiess: 14904 Collections Center Drive Chicago, Illinois 66853 (869) 220-6300

REEMENT S0954658.09

ECOPY SHARESCAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S ECOPY SHARESCAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S This Equipment Schedule ("Schedule") is attached to and made part of the agreement (whether designated a lease, rental, Master Lease or otherwise) between Canon Financial Services. Inc. ("Customer) (the "Agreement"). The ECOPY SHARESCAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S ECOPY SHARESCAN V6 ELEMENTS (25-49 UNITS) A YEAR M & S ECOPY SHARESCAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S Equipment described below, together with the equipment described on the face of the Agreement, if any, shall be deemed "Equipment" for the purposes of the Agreement and shall be subject to the terms and conditions set forth in the Agreement. "Customer) (the "Agreement"), Make / Model / Accessory / Description 7-22-19 AUTHORIZED CUSTOMER SIGNATURE CORIZON HEALTH INC Shar RADV45511V3 RADV45511V3 RADV45511V3 RADV45511V3 in witness whereof, the parties have caused this Schedule to be executed on the same date set forth on the Agreement Shalin CFO Sertal Number Printed Name: × Į. Quantity 300 E MADISON ST CENTRAL BOOKING INST FACILITY BALTIMORE CITY DETENTION CENTER, BALTIMORE, MD 21202 30420 REVELLS NECK RD EASTERN CORRECTIONAL INST BALTIMORE CITY DETENTION CENTER, WESTOVER, MD 21890 30420 REVELLS NECK RD EASTERN CORRECTIONAL INST BALTIMORE CITY DETENTION CENTER, WESTOVER, MD 21890 7943 BROCK BRIDGE RD MD CORRECTION INST FOR WOMEN BALTIMORE CITY DETENTION GENTER, JESSUP, MD 20794 Equipment Address (county, City, State, 219)
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CANON FINANCIAL SERVICES, INC., ("CF5")
Reinstance address: 14904 Colections Correct Drive
Chinago, Winds 60653
(R00) 220-0206

Equipment Schedule

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Equipment described below, together with the equipment described on the face of the Agreement, if any, shall be deemed "Equipment" for the purposes of the Agreement and shall be subject to the terms and conditions set forth in the Agreement, if any, shall be deemed "Equipment" for the purposes of the Agreement and shall be subject to the terms and conditions set forth in the Agreement, if any, shall be deemed "Equipment" for the purposes of the Agreement and shall be subject to the terms and conditions set forth in the Agreement, if any, shall be deemed "Equipment" for the purposes of the Agreement and shall be subject to the terms and conditions set forth in the Agreement, if any, shall be deemed "Equipment" for the purposes of the Agreement and shall be subject to the terms and conditions set forth in the Agreement, if any, shall be deemed "Equipment" for the purposes of the Agreement and shall be subject to the terms and conditions set forth in the Agreement, if any, shall be deemed "Equipment" for the purposes of the Agreement and shall be subject to the terms and conditions are also as a second state of the Agreement and shall be subject to the terms and conditions are also as a second shall be subject to the purpose of the Agreement and shall be subject to the purpose of the Agreement and shall be subject to the purpose of the Agreement and shall be subject to the purpose of the Agreement and shall be subject to the purpose of the Agreement and shall be subject to the purpose of the Agreement and shall be subject to the Agreement and shall be subject to the purpose of the Agreement and shall be subject to the Agreement and shall be	on the face of the Agreement, if a h in the Agreement,	y, shall be deemed Equipment for the purposes of the
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18601 ROXBURY RD MARYLAND CORRECTIONAL INST , 2 HAGERSTOWN, MD 21746		ECOPY SHARESCAN V6 ELEMENTS (25-49 UNITS) 4 YEAR M & S
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ADDITIONAL TERMS AND CONDITIONS

#954658

These are the additional terms and conditions referred to on the face page to which they are attached. Such face page and addenduncel, collectively with these terms and conditions, the

'Agreement'

1. LEASE OR PURCHASE PRICE AND PAYMENT, You agree to lease or purchase the units of equipment and supplies (the "Equipment") and licenses of application software with separate support contracts (the "Listed Bothware" and, together with the Equipment, the separate support contracts (the "Listed Bothware" and, together with the Equipment, the separate support contracts (the "Listed Bothware" and, together with the Equipment, the hardon, it is a supplied to the separate support contracts (the "Listed Rems, the load purchase price separated in the Agreement, including sales sales and delivery/installation charges, is due and payable in accordance with the payment learns to the Lessing Company support in a trespects to the variantly installation discissmers and limitations of liability in this Agreement. You shall enter into a lesse agreement with the Lessing Company providing, in addition to such terms and conditions as the Lessing Company shall represent the sear payments is discissed herein over a fload lesse term as specified in the lesses agreement. Deterptification charges, if separately lightenzed in this Agreement, or one and payable in accordance with the payment learns of this Agreement. You are responsible for payment of sales or use taxes on monthly rentals if applicable, even if not appoint in this Agreement, or one provided to this amounts shown in this Agreement, or while pay CSA's rates for any special rigging for derivery and resultation when CSA notices you of in advence, subject to your approval. (d) CSA will, at no additional charges, install as Equipment in accordance with its normal practices and requirements. Malmenance and any other particulation support of Equipment, is not covered by the Agreement, and will only be provided when the separate malitenance agreement is entired in additional charge except to the action in the sale and the provided therein (e) the action in the sale and the provided of the fill appear and the sale and the provided of the maintain coveragl thesion. A LEASE OR PURCHASE PRICE AND PAYMENT, You agree to lease or purchase the

content natures as a tasen term, and may be conditioned on a separate statement of work or other document covering the scope and schodule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall adely govern as to the matters covered therein. Additional charges may apply for work belyond the Initial accept described in such separate document (i) Support for Listed Software is provided directly by the respective developer's shared and as as if forth in oach developer's applicable separate support contract, and is not provided by CSA under this Agreement except support sets by you of a support contract, unless included under this Agreement as a Listed Rem. The terms of support contracts for Listed Software are available from the developers, or will be provided to you by CSA upon request Non-infrastrating any provides from the developers or will be provided to you by CSA upon request Non-infrastrating any provides in the support contract to the contrary, it shall automatically renew on an annual basis, subject to a price increase after the Listed Software, but (ii) only if such upgrades and bug fixes are provided to CSA by the developers of such software. (i) availability of upgrades and bug fixes may be at additional charge unless covered by separate support contract purchased by you, and (iii) installation of such legislation of segmental support of a additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes by Deformance or other issued that may result from such installation. CSA bug kives, thus a initialisation is done by shydre other than CSA. CSA shall have no responsibility for any performance or other issues that may result from such installation. CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software for so long as a CSA maintenance agreement for the related Equipment remains in effect, except that for certain Listed Software, Level 1 support shall be provided only if and so long as a separate software support convect for such Listed Software from the developer thereof is in affect. Level 1 support convects of (i) providing help-line telephone essistance in opening the Listed Software and identifying service problems and attempting to troubleshoot any such problems in the Listed Software. (ii) excellating operating problems to the available developer of the Listed Software and authority is excellating operating problems to the available developer of the Listed Software services. Listed Software and identifying service problems and attempting to troubleshoot any such problems in the Listed Software (ii) excalating operating problems to the available developer of the Listed Software (ii) excalating operating problems to the available developer of the Listed Software as necessary, and (iii) maintaining a log of such problems to assist to tracking the same (ii) if you soquired Unifiow, an authorized CSA representative may receive a print usage report for business reviews. (i) CSA reservate the right to withhold shipmant of the Listed terms (i) unit you make this partiest of the total price specified in this Agreement of a CSA revokes any credit extended to you because of your failure to pay any amounts when due of for any other reason attenting your credition/thiness, or (ii) unit you enter those lasses agreement with the Lessang Company and the Lessang Company commits to full payment of the purchase price agreed to between CSA and the Lessang Company, commits to full payment of the purchase price agreed to between CSA and the Lessang Company, and such notification will constitute the non-acceptance of this Agreement by a with resept to such Listed terms). CSA reserves the right to nostly you of the mistake in writing, and such notification will constitute the non-acceptance of this Agreement by within respect to such Listed terms (ii) cold, its last, an authorize Canon analysis and course terms as an expressed terms without stability.

2. LIMITED WARRANTY, All Canon and Coeb band Equipment is provided with a menufacturer's end user its misd warranty from Canon USA, into CSA is an authorize Canon analysis and course terms as an provided by the manufacturer of developer as packaged or otherwise provided with the Listed flams, and Ashall upon your request provide by our opens of all rich and user marrantes and sones. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES.

EXPRESSED OR HIPLED, INCLUDING ANY INPLIED WARRANTIES REGARDING MERCHANTABULTY OR FITNESS FOR A PARTICULAR PURPOSE, RELATIN

devices, may retain trager, content or other data that you may store to purposes of normal operation of the Equipment ("Data"). You ecknowledge that CSA is not storing Data on your

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Dehalf and that exposure or access to the Date by CBA, if any, is pursely incidental to the sendent performed by CBA. Neither CBA not any of their afficiates has an obligation to ensure or otherwrite Data upon your return of the Equipment to CBA or any wasting company. You are solely responsible for: (1) your compliance with applicable that and legal requeremble pensiting to date privacy, storage, securely returnion and protection; and (s) all decisions related to ensure or overwriting Data. Without limiting the foregoing, you should, (s) enable the Hard Diak Drive (HDD) date areas tractoristly that is a standard teature on certain Equipment and/or (b) prior to return or more desposition of the Equipment, unsize that HDD (or comparable) formatting function (which may be relemed to as "initialized All Data/Settings" function) if found on the Equipment to perform any prior as one pass overwrite of Data or, if you nave higher security requisements, you may prior as one pass overwrite of Data (in, if you nave higher security requisements, you may prior as one pass overwrite of Data (in Ecurpment which may include (x) an HDD Data Encryption (till option which disputes it is immation before it is written to the hard drive using encryption stiprotrims. (y) a HDD Data Ensure kit that can perform up to a 2-peas overwrite of Data (to Ecurpment and consisting data ense functionally as a standard feature), or (2) a replacement hard once (in which case you should properly destory the replaced hard drive. The ferms of this Section 3 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement row or nereafter entered for between your and CSA could be constituted to exply to Data.

A. SECURITY; LATE PAYMENT. As security for the payment of all amounts due to CSA, you havely grain to CSA is self-in the Listed terms. Without striking any of CSA ingle and remodes under applicable law, you havely suithorites CSA to the with the appropriate

THE POSSIBLITY OF SICH DAMAGE.

7. CHOICE OF LAW AND FORUM. THIS AGREEMENT AND ALL CLAMS, DISPUTES

7. CHOICE OF LAW AND FORUM. THIS AGREEMENT AND ALL CLAMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF FROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RILLES OF THE STATE OF NEW YORK OR THE UNITED STATES, ANY AND ALL SUTS YOU COMMENCE AGAINST CSA WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK YOU REREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM, ANY BUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL GE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUSES THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT SETWEEN THEM.

 GENERAL. This Agreement shall be binding on you upon your aignature and on CBA upon the delivery of any of the Listed items. All provisions of this Agreement inducing Section 3, which by their nature can be constitued to autwire the expiration or semilation of the 3, which by their nature can be construed to strivie the expiration or termination of the Agreement shall be survive. This Agreement, together with any related CSA credit application, construits the entire agreement between the parties with respect to the unificing of the Listed items, superseding all previous proposals and agreements, oral or written. No leads agreement entered into between you and the Leasung Company with respect to any Listed tems shall be bridging on CSA in any respect or effect your rights or CSA's obligations naturated. Any purchase order usized by you shall be for your administrative convenience only, and any terms therefor which conflict with, vary from or supplement the provisions of this Agreement shall be deemed nutlend voto. No representation or statement on contained on the originate of this Agreement shall be braiden upon CSA as a warranty or otherwise, nor represents assist the deliment and votal. For expension of statement not contained on the origins of this Agreement shell be binding upon CSA as a warranty or ottahwise, nor shall this Agreement be modified or amended except by a writing signed by you and a designated representative of CSA. It is count tricts any provision of this Agreement (or part intereof) to be statistic ceptible, the remeining provisions of this Agreement shall not be assignable by you without CSA's por written consent, and any attempted assignment without oncoraent, which shall not be content, and any astempted assignment without such consent, which shall not be unumassionably withheld, shall be void; except that you may, as described above, assign to your leasing company your right to acquire the Listed terms and your warranty rights hereunder, are not assignable to the sizating company and such assignment shell not refer eights hereunder, are not assignable to the sizating company and such assignment shell not refer by you of any of your obligations hereunder. You expressly disclaim reality prefer in the presentation or summent concerning the capabitity, condition, operation, performance or specifications of the Listed starts, except to the extent sell forth on the originar of this Agreement. You expres that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be wested as an original for all purposes.

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notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment and the Agreement Agreement. As between CFS and Customer only, this Agreement shall supersade any customer processes to reave any right of specific performance of this Agreement shall supersade any customer agrees to reave any right of specific performance of this Agreement and shall had CFS harmless order. Customer agrees to reave any right of specific performance of this Agreement in unspitcation or the Customer in not delivered as ordered, if the Equipment is unspitcated by or the training of the Equipment shall not affect the validity of tits Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of tits Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of tits Agreement. Customer affects on the Equipment from the location specified actions and libers of the "hard fine" or the theory of the Equipment from the location specified with the appropriate governmental office or agency) is as set forth herein. The justidiction of aganization and chief associate office address of customer as set as the oth herein. Use justidiction of aganization and chief execution of the address of customer as the set to the herein. Customer's high again and created and deliver in CFS such discussents as required or appropriate.

(including, without limitation, its jurisdiction of organization), and area various with a spropriate, as required or appropriate.

8. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS: Customer represents and warrants that the Equipment will not be used for personal, family, or household purpo Customer state comply with a larse and regulations relating to the use and maintenance of the Equipment conty to the use contempted by the manufacturer. The Equipment shall rent personal property or any improvement or real property or suffered to real property or permanently rests upon any real property or improvement or real property. Customer authoritizes CFS (and any third party fings service designated by CFS) to execute and file (at immoring statements evidencing the interest of CFS in the Equipment (including) from containing a broader description of the Equipment than the description set forth heroid, (b) continuation statements in respect transor, and (c) amendments thereto, and Customer invencebly weives any to notice thereof.

to notice thereof.

10. MDEMNITY: Customer shall reimburse CFS for and delend CFS against any claim for issess or injury coused by the Equipment. This Section shall survive termination of this Agreement.

11. MARITEMANCE: ALTERATIONS: Obstomer shall keep and matricial the Equipment in good working order and shall, at Customer's expense, aupply and install of replacement parts and accessories when required to maintain the Equipment in good working condition. Obstomer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

The Equipment is good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment Any and all replacement parts, accessories, suffortized changes to sold or substitutions for the Equipment shall become part of the Equipment and subject to his learness of this Agreement.

12. TARES; OTHER FEES AND CHARGES; CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSAMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES; Depailment, the Paymants, or Customer's performance or non-performance of its obligations because in the Paymants, or Customer's performance or non-performance of its obligations because its present of the paymants, and the individual payments are required by the Section States of the Paymants, and the substitution of the Su

presentation or warranty wholesover, except for title, and this Agreement stall terminate with respect to such Eguipment.

2.5. DEFARLT: Any of the following events or conditions shell constitute an Event of Default under this Agreement (a) Customer defaults in the payment when due of any indebtedness of Customer for CFS, whether or not arising under this Agreement, whose notice or demand try CFS, (b) Customer or any guarantor of Customers are objected in the payment when due of any indebtedness of Customer for CFS, whether or not arising under this Agreement, whose notices or demand try CFS, (b) Customer or any guarantor of Customers or department or the benefit of endering (d) a petition or proceeding is field by or against horsender (Coustomer) cases as assignment for the benefit of endering (d) a petition or proceeding is field by or against Dustomer or any Guarantor under any benefit of endering (d) a petition or proceeding is field by or against Quarantor whose as a network part of the property; (d) any statement, representation or warmenty made by Qualtumer or any Guarantor or any Guarantor or any Guarantor or any Guarantor or any statement, representation or warmenty made by Customer or any one or more Events of Default, CFS shall have the fight to exercise any one or at of the following transdess (which shall be cuntatistive), simultaneously, or actisty, and in any order (a) to enquire Customer to immediately pay all Payments intervaled (whether or not then dual) and other amounts due under this Agreement, with CFS retaining like to the Equipment, (b) to Imminate any and all agreements with customer to go with or without encion, demand or legal process, to enter upon the premise's wherever the Equipment may be found, to retain pass and enter sum past hereument, or (iii). Or process the Equipment or account to which the Retaining Lase Basance exceeds the ret amount recover from Customer the provent become to the found of the process of the City of the construction with a disposition of the Equipment and

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17. LATE CHARGES; EXPENSES OF ENFORCEMENT: If Customer taids to pay any sum to be paid by Customer to CFS under thire Agreement on or before the due date. Customer shall pay CFS, upon deniand, an amount operat to the greater of tan percent (10%) of each such delayed. Payment is desiyed, in each case to the crient permitted by applicable text. The amounts specified other shall be pad as liquidated darranges and as compensation for CFS internal operating expenses incurred in connection with such table payment, in addition, Customer shall enhance CFS for all of the out-operation connection with such table payment, in addition, Customer shall enhance CFS for all of the out-operation connection section appears in cried in exercising any of the forms of the Agreement, including, withheld initiation, reasonable less and appears or althorings and collection appears only the forms of the forms of the Agreement, including, withheld initiation, reasonable less and appears on the state of t

challipsians which CFS will commune to perform. Customer agrees that the rights of the tassignes will not be subject to any claims, defenses, or set offs that Customer array have against CFS. If Customer is given notice of any such transfer, Customer agrees, it as discreted traveles, no pay derively to the assignes all or any part of the amounts payable hereustder.

19. REINENAL, RETURNI: Except in the case of an Agreement confaining a \$1.00 Purchase Option, this Agreement stell automatically renew on a month-to-month basis at the same pergreenal ancient and frequency unless Customer stellar automatically renew on a month-to-month basis at the same pergreenal and and frequency unless Customer stellar automatically renews on an expense Option, to fill does not stall to renew this Agreement and at the end of such term centrus the Customer stellar of the end of the stall term that Customer stellar is a provided before. Unless this Agreement and at the end of such term returns the Customer as provided before. Unless this Agreement and at the end of such term returns the Customer as provided before. Customer shall not be made to make a provided by GFS, CFS may change Customer a return fee equal to the greater of one Personn or \$250 for the processing of returned Equipment, if no customer a return fee equal to the greater of one Personn or \$250 for the processing of returned Equipment, if no returns a return fee equal to the greater of one Personn or \$250 for the processing of returned Equipment, if no customer shall lead to return the Equipment to £50 so a provided herein, customer shall pay to CFS upon demand one billing period in Personnel to \$250 for the Equipment and the shall be provided to the shall be added the provided the shall be added the shall be placed to the shall be added the provided the shall be added the shall be placed to the shall be added the shall be added to the shall be placed to the shall be added the shall be added the final between the Equipment (Days Prior transmitted by CFS) and provided

annual of interest permitted to be charged or collected by applicable lever, and any racio to acceed the maximum annual of interest permitted to be charged or collected by applicable lever, and say such excess Payment will be applied to permitted under this Aguerement, is means order of makinity, and thematism that be refunded. If this Agreement is exchanged to the permitted or lost, full because hereby grants to GFS, its customers and energies, a security interest in the Equipment to eccure payment and performence of Customer's obligations under the Recomment.

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23. WANTER OF OFFSET: This Agreement is a not lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any nearon, Constraint shall nake such claim society against the supplied, does not warranted, or is unsatisfactory for any nearon, Constraint shall nake such claim society against the supplied, does not claim society against the supplied, does not claim society against any Payments or other charges are under this Agreement, and unconstituting agrees to per such payments and other charges, repartitions of any offset or claim which may be searled by Customer or in its behalf. Its, GOVERNIBOR LAW; WENUE; WANTER OF JINTY TRIAL, IT ITS, AGREEMENT HAS SEED RECOUTED BY OFFS. IN, AND SHALL FOR ALL PURPOSES SEEDEMEND A CONTRACT ENTERED BY TO BY. THE STATE OF NEW JERSEY, THE PARTIES UTHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES, MAY ACTION SETTIMES AND SHALL FOR ALL PURPOSES SEEDEMEND AND STATE OF LAW PRINCIPLES, MAY ACTION SETTIMES AND SHALL FOR ALL PURPOSES SEEDEMEND AND STATE OF LAW PRINCIPLES, MAY ACTION SETTIMES AND SHALL FOR ALL PURPOSES SEEDEMEND AND STATE OF LAW PRINCIPLES, MAY ACTION SETTIMES AND STATE OF NEW JERSEY, WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES, MAY ACTION SETTIMES AND STATE OF NEW JERSEY. OR AT CFS SOLE OPTION, IN THE STATE IN THE STATE OF NEW JERSEY SETTIMES AND STATE OF THE ACTION AND DELIVERY HEREOF, REPORTING TO STATE AND COMMENTED TO THE JURISDICTION OF SUCH COURTS AND ORACITORS TO THE JURISDICTION OF SUCH COURTS AND ORACITORS TO VEHICLE AND COMMENTED OF SUCH COURTS AND ORACITORS TO THE JURISDICTION OF SUCH COURTS AND DELIVERY TRIAL IN ANY SUCH PROCEEDINGS.

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3. MISSCELLARICOUS: All notices required or permitted under this Agreement shall be sufficient if derivered personally, servin via facilities or other electronic transmission, or mailed to each party at the address ser front in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customar shall be effective share it has been required via U.S. mas, express otherwy, facilities or other electronic transmission. If there should be more than one party executing this Agreement as Customar, all obligations to be performed by Customar shall be the joint and several liability of all such parties. Customar, all obligations to be performed by Customar shall be the joint and several flability of all such parties. Customar organizations, weranalises, and coverants under this Agreement shall survive the delivery and nitror of the Equipment. Any provision of this Agreement will survive the delivery and nitror of the Equipment. Any provision of this Agreement will survive the delivery and nitror of the Equipment and the provision is any provision of the survival survival survival shall investigate or render unenforcestibly any provision of this Agreement shall survive the provision in any praisidiction shall investigate or render unenforcestibly any provision of the provision and provision in any other principlicion. Customer agrees that CFS may send missing information or cornect other information on this Agreement between Customar agrees that CFS may send missing information or counted other information on this Agreement developed to a send for the provision in any case; furnity and stage of by the parties. Lostomar agrees that CFS may send missing information or counted the information on this Agreement on the extention of this Agreement or any Acceptance Certificate as an original and that facciarrile or other electronic transmissio

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ADDITIONAL TERMS AND CONDITIONS

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These are the additional terms and conditions referred to on the face page to which they are attached. Such face page and addendum(s), collectively with these terms and conditions, the

LEASE OR PURCHASE PRICE AND PAYMENT, You agree to lease or purchase the units of equipment and supplies (the "Equipment") and licenses of application software with separate support contracts (the "Listed Software" and, together with the Equipment, the separate support contracts (title Lesied sometare and, together with the Equipment the Listed Roms), in each case as indicated on the face page hereof or in any addendum(s) hereto, (s) if purchasing the Listed items, the total purchase price specified in the Agreement, including sales taxes and delivery/installation changes, is due and payable in accordance with the payment terms of this Agreement. (b) if leasing the Listed Items, CSA shall self the Listed tems to the Leasing Company subject in all respects to the warranty limitations and disclaimers and limitations of liability in this Agreement, You shall enter into a lease agreement with the Leasing Company providing, in addition to such terms and conditions as the Leasing Company shall require, for fixed periodic lease payments indicated herein over a fixed lease term as specified in the lease agreement. Delivery/instaliation charges, if separately itemized in this Agreement, are due and payable in accordance with the payment.

lerms of this Agreement. You are responsible for payment of sales or use taxes on monthly rentals if applicable, even if not specified in this Agreement. (c) in addition to the amounts shown in this Agreement, you shalf pay CSA's rates for any (c) in account or amounts stome to the repeaters to your state per Cash states or cash special regards for derivery and installation when CSA notifies you of in advance, subject to your approval. (d) CSA will, at no additional charge, install all Equipment in accordance with its normal practices and requirements. Maintenance and any other post-installation support of Equipment is not covered by this Agreement, and will only be provided by CSA if a separata maintenance agreement is entered into and to the extent provided therein. (e) installation/implementation of Listed Software may be at an additional charge except to the extent included as a Listed item, and may be conditioned on a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. (f) Support for Listed Software is provided directly by the respective developers thereof and as set forth in each developer's applicable separate support contract, and is not provided by CSA under this Agreement except as expressly provided herein. Support for Listed Software may require separate purchase by you of a support contract, unless included under this Agreement as a Listed item. The terms of support contracts for Listed Software are available from the developers, or will be provided to you by CSA upon request. Notwithstanding any provision in the support contract to the contrary, it shall automatically renew on an annual basis, subject to a price increase after the initial term. (g) CSA shall make available to you from time to time upgrades and bug fixes for the Listed Software, but (i) only if such upgrades and bug fixes are provided to CSA by the developers of such software, (ii) availability of upgrades and bug fixes may be at additional charge unless covered by separate support contract purchased by you, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. shall also use reasonable efforts to provide Level 1 support for the Listed Software for so long as a CSA maintenance agreement for the related Equipment remains in effect, except that for certain Listed Software, Level 1 support shall be provided only if and so long as a separate software support contract for such Listed Software from the developer thereof is in effect. Level 1 support consists of (i) providing help-line telephone assistance in operating the Listed Software and identifying service problems and attempting to troubleshoot any such problems in the Listed Software; (ii) escalating operating problems to the available developer of the Listed Software as needed to recitify such problems, including facilitating contact between you and the developer of the Listed Software as necessary; and (iii) maintaining a log of such problems to astilist in tracking the same. (i) if you acquired Lindow, an authorized CSA representative may receive a print usage report for business reviews. (i) CS reserves the right to withhold shipment of the Listed Illems (i) until you make full payment of the total price specified in this Agreement or if CSA revokes any credit extended to you because (if your failure to pay any amounts when due or for any other reason affecting your creditworthiness, or (ii) until you enter into a lease agreement with the Leasing Company and the Leasing Company commits to full payment of the purchase price agreed to between CSA and the Leasing Company. If at any time prior to shipment, CSA discovers any mistake in pricing or Equipment configuration for any Listed Rem(s), CSA reserves the night to noistly you of the mistake in writing, and such notification will constitute the non-acceptance of this Agreement by it writin respect to such Listed Rems without liability.

2. LIMITED WARRANTY, All Canon and Océ brand Equipment is provided with a

- manufacturer's end user limited warranty from Canon USA, Inc. CSA is an authorized Canon service dealer and provides warranty service under the Caron USA limited warranties. All other Listed Items are provided subject to such end user warranties and license terms as are provided by the manufacturer or developer as packaged or otherwise provided with the Listed items. CSA shall upon your request provide to you copies of all such end user warran and license. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT SUCH WARRANTIES DO NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE LISTED ITEMS.
- DATA You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain imaged; content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on your

behalf and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obsgation to erase or overwrite Data upon your return of the Equipment to CSA or any leasing company. You are solely responsible for (ii) your compliance with applicable law and legal equirements pertaining to date privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Dato; Without limiting the foregoing, you should, (a) enable the Hard Disk Drive (HDD) data wasse functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, vitize the HDD (or comparable) formatting function (which may be referred to as "initialized All Data/Settings function) if found on the Equipment to perform a one pass overwrite of Data of, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (x) an HDO Data Encryption (if option which disguisses information before it is written to the hand drive using encryption algorithms, (y) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erose functionality as a standard feature), or (2) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 3 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any

- shall solely govern as to Uata, notwerstanding that any provisions of this Agreement or any separate conditionability or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

 4. SECURITY; LATE PAYMENT. As security for the payment of all amounts due to CSA, you hereby grant to CSA is security interest in the Listed flaters. To the extent permitted by applicable law, you hereby authorize CSA to file writh the appropriate governmental authorities any and all financing statements necessary to evidence or partied CSA's security interest in the Listed Home. Without financing or ACSA's inful grant proposition printy. interest in the Listed Items. . Without limiting any of CSA's right and remedies under applicable law, if payments are late, you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law and CSA may charge you and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$10 as reasonable collection fees, not to exceed the
- percent (5%) of the amount out or \$10 as reasonable coeccion rees, not to exceed the maximum amount permitted by law.

 5. WARRANTY OF BUSINESS PURPOSE. You represent and warrant that that the Listed learns will not be used for personal, lamby or household purposes.

 6. LIMITATION OF LIABILITY, CSA SHALL NOT BE LIABILE FOR INJURY OR DAMAGE EXCEPT TO THE EXTERN CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT, CSA SHALL NOT BE LIABILE FOR EXPENDITURES FOR SUBSTITUTE COUNTY AND CONTROL OF THE STATE OF THE SENTENCE OF THE STATE OF THE S EQUIPMENT, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCOENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL. THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF
- THEORY ON WHICH THE CLAM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

 CHOICE OF LUW AND FORTUNI. THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK YOU CONSENT TO THE EXCLUSIVE BURSEDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS YOU COMMENCE AGAINST CSA, WHETHER OR NOT ASSIGNED INDICED THIS ACCORDANCE WITH THE BE RECOVERED TO ANY THE STATE. ONITED STATES, ANY AND ALL SUITS YOU COMMENCE AGAINST CSA, WHETHER O NOT ARISING LINDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK, YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM, ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.
- 8. GENERAL. This Agreement shall be binding on you upon your organities and on CSA upon the delivery of any of the Listed items. All provisions of this Agreement including Section 3, which by their nature can be construed to survive the expiration of termination of the Agreement shall so survive. This Agreement, together with any related CSA credit application constitutes the entire agreement between the parties with respect to the furnishing of the Listed items, superseding all previous proposals and agreements, and or written. No lease Usted froms, supersecting all provous proposes and agreements, one or winest, no ease agreement, entered into between you and the Leasing Company with respect to any Listed items shall be binding on CSA in any respect or affect your rights or CSA's obligations hereunder. Any purchase order utilized by you shall be for your administrative conventience only, and any terms therein which coeffict with, vary from or supplement the provisions of this Agreement shall be deemed nutl and void. No representation or statement not contained on the original of this Agreement shall be binding upon CSA as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by you and a designated representative of CSA. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent, which shall not be unreasonably withheld, shall be void; except that you may, as described above, assign to your leasing company your right to acquire the Listed Items and your warranty rights herounder, but your other rights herounder, are not assignable to the leasing company and such assignment shall not relieve you of any of your obligations hereunder. You expressly disclaim flaving relied upon any representation or statement concerning the capability. condition, operation, performance or specifications of the Listed fierms, except to the extent set forth on the original of this Agreement. You agree that CSA may accept an electrotic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes

SLS-004 March 2018 CSA

LEASE 50369-1

Canon Solutions America, Inc. ("CSA") One Canon Park, Melville, NY 11747 (800) 613-2228

Master Sales & Services Agreement Customer Information Face Page

MA13969 Salesperson: David M Hess Order Date: 4/30/2021 Customer ("you"): Company: CORIZON HEALTH INC Address: 103 POWELL CT City: BRENTWOOD County: DAVIDSON State: TN Zip: 37027-5079 Phone #: 703.389.6517 Contact: SHANE TALBOT Fax #: Email: SHANE.TALBOT@CORIZONHEALTH.COM

Applicable Terms and Conditions	Customer Organizational Information
TERMS AND CONDITIONS ARE AVAILABLE AT: ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS	Federal Tax ID Number:
The CSA customer terms and conditions located at the above website ("Terms") form part of this Agreement. The Terms include general terms, and terms for product and service purchase, maintenance, support and leasing (pursuant to the terms of Rider G); managed print services; and quotes. The Terms applicable to each of your transactions will be referenced in the Order Schedule.	Organization type: Corporation Address for Notices:
By your initials herein and signature below, you understand and acknowledge such Terms and agree to comply with those applicable to each Order Schedule.	Attn: SHANE TALBOT Address: 103 POWELL CT Address 2:
© / A // Customer initials	City: BRENTWOOD State: TN Zip: 37027-7046 Email: SHANE,TALBOT@CORIZONHEALTH.COM

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE, PURSUANT TO THE TERMS OF RIDER G, OR PURCHASE, AS SPECIFIED IN THIS AGREEMENT, THE ITEMS LISTED IN ANY SCHEDULE, RIDER OR ADDENDA (AS APPROVED BY CSA) TO THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS FACE PAGE, APPLICABLE SCHEDULE(S), RIDER(S) AND SUCH ADDENDA, THE QUOTE, AND THE ADDITIONS IDENTIFIED AROUSE ALL OF WHICH IS INCORPORATED HEREIN AND MADE AND THE APPLICABLE TERMS AND CONDITIONS IDENTIFIED ABOVE, ALL OF WHICH IS INCORPORATED HEREIN AND MADE PART OF THIS AGREEMENT.

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Printed Name Latasha A Micmillan	Title Vice President of Operations	Date	7/23/21

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MASTER LEASE TERMS

CFS -1133 (05/22)

CANON FINANCIAL SERVICES, INC.

14904 Collections Center Dr.

Chicago, Illinois 60693

(800) 220-0200

THESE MASTER LEASE TERMS (the "Lease Terms") apply to any schedule incorporating these Lease Terms by reference whether designated as a "Lease Schedule- Itemized," a "Lease Schedule - Blended" or otherwise (in any case, a "Lease Schedule") entered into by and between Canon Financial Services, Inc. ("CFS") and the customer identified in such Lease Schedule ("Customer) from time to time for the lease or rental, as applicable, to Customer of the Equipment (as defined below) supplied by Canon Solutions America, Inc. ("CSA") and described in such Lease Schedule. Each Lease Schedule referring to these Lease Terms will constitute a separate agreement for the lease of the equipment described therein and shall incorporate these Lease Terms.

- 1. AGREEMENT: CFS leases to Customer and Customer leases from CFS all the equipment described in any Lease Schedule signed by Customer and accepted by CFS, together with all replacement parts and substitutions for and additions to such equipment (the "Equipment"), and licenses of software, if applicable, ("Listed Software") with such Equipment and Listed Software collectively referred to as (the "Listed Items"), upon the Lease Terms.
- 2. TERM OF SCHEDULE: Each Lease Schedule shall be effective on the date the Equipment is delivered to Customer, provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. Any such acceptance is irrevocable. If Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of any non-acceptance, specifying the reasons therefor and specifically referencing the relevant Lease Schedule, Customer shall be deemed to have irrevocably accepted such Equipment. The term of each Lease Schedule begins on the date accepted by CFS or any later date that CFS designates, and shall consist of the payment period specified on such Lease Schedule and any renewal periods. After acceptance of the Equipment covered by any Lease Schedule, Customer shall have no right to revoke such acceptance or cancel such Lease Schedule during the term indicated thereon. The term of any Lease Schedule shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer under such Lease Schedule have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof, or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms thereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of any Lease Schedule for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term. As between CFS and Customer only, these Lease Terms shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order.
- 3. PAYMENTS: Customer agrees to pay to CFS, as invoiced, during the term of each Lease Schedule, (a) the lease or rental payments specified on the respective Lease Schedule, and (b) such other amounts permitted thereunder or in these Lease Terms as invoiced by CFS ("Payments"). The amount of each Payment and the End of Term Purchase Option specified on each Lease Schedule ("Purchase Option") are based on CSA's best estimate of the cost of the Equipment and any related services and supplies, including any sales and use tax. Customer authorizes CFS to adjust such Payments and Purchase Option prices by up to fifteen percent (15%) if the actual total cost of the Equipment and any related services and supplies, including any sales or use tax, is more or less than originally estimated. CSA has the right to increase service charges subject to the following: (1) If a Lease Schedule indicates a "Fixed" Price Plan, all base copy charges (if any) and all Per Image Charges shall be Fixed for the initial term and shall be subject to increase after the initial term on each anniversary of the Commencement Date thereafter; (2) If a Lease Schedule indicates a "Standard" Price Plan, a) the Base Charges related to copy charges (if any) shall be subject to increase after the initial term on each anniversary of the Commencement Date; and b) the Per Image Charge shall be subject to increase annually on each anniversary of the Commencement Date; and (3) The aforementioned increases in service charges shall not exceed fifteen percent (15%) of such charges which were in effect immediately prior to such price increase. Customer agrees to advise CSA of the meter readings for the Equipment upon request. Customer shall remit all Payments hereunder directly to CFS at 14904 Collections Center Drive, Chicago, Illinois 60693, unless otherwise directed by CFS. Customer's obligation to pay all amounts due under a Lease Schedule or these Lease Terms and all other obligations thereunder and hereunder is absolute and unconditional and is not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever. If Customer fails to pay any sum to be paid by Customer to CFS under any Lease Schedule on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twentyfive dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies under any Lease Schedule or in enforcing any of the Lease Terms or any Lease Schedule, including without limitation reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. Customer agrees that CFS may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder. In no event shall any amount paid in advance earn interest except where required by applicable law.
- 4. NO CFS WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED OR RENTED "AS IS" AND IS OF A SIZE, DESIGN,

AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. So long as Customer is not in breach or default of any Lease Schedule, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY LEASE TERM OR ANY LEASE SCHEDULE, OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASE TERMS, ANY LEASE SCHEDULE, OR THE EQUIPMENT, ON BEHALF OF CFS.

- 5. USE; LOCATION; LIENS; PERSONAL PROPERTY; FINANCING STATEMENTS: Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer shall not move the Equipment from the location specified on the applicable Lease Schedule except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth in the respective Lease Schedule), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or jurisdiction of organization).
- **6. INDEMNITY:** Customer shall indemnify and defend CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, injuries, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) caused by the Equipment, including, without limitation, arising from or related to the storage, transmission or destruction of Data. This Section shall survive termination of any and all Lease Schedules.
- 7. MAINTENANCE: Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions for and to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the Lease Terms. If a Lease Schedule includes payments for service and supplies, CSA is responsible for providing the service and supplies described in the Lease Schedule in accordance with CSA's terms and conditions, of which Customer acknowledges receipt. Unless otherwise indicated on a Lease Schedule, Customer authorizes CSA to use networked features of the Equipment and remote reporting software ("Remote Reporting Agent") to obtain meter readings, receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. Customer also authorizes CSA to accept on Customer's behalf, and Customer agrees to comply with, any licenses, terms of use and services, and privacy statements, which, unless otherwise agreed in writing by CSA, shall solely control as to the matters contained therein, including those pertaining to any personal data Customer may have shared in connection with the use of the Remote Reporting Agent. For example, CSA utilizes the Canon Universal Gateway 2 ("UGW2") as a Remote Reporting Agent through the UGW2 website, and the above authorization shall apply to the UGW2 Terms of Use and Terms of Service, and the UGW2 Privacy Statement. Customer acknowledges that the charges set forth on the Lease Schedule are contingent on the continued use of Remote Reporting Agent during the term. If CSA does not receive timely meter readings from Customer, Customer shall pay invoices that reflect CSA's estimates of meter readings. CSA or CFS may verify the accuracy of any meter readings from time to time and invoice Customer for any shortfall in the next invoice. Customer shall use reasonable care in handling and operation of the Equipment. CSA shall have the right to substitute equivalent Equipment at any time during the term of a Lease Schedule in connection with any replacement of the Equipment by CSA. Customer acknowledges that CFS will not be responsible for any service, repairs, or maintenance of the Equipment, whether provided for in the Lease Terms, the applicable Lease Schedule, or in any other agreement between CSA and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under the applicable Lease Schedule without deducting or withholding any amounts.
- 8. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses, or charges, as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses, and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such

personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer and that the payment of such taxes is an administrative act. For each Lease Schedule commenced incorporating these Lease Terms, Customer shall pay to CFS a documentation fee in the amount of \$85.

- 9. LOSS; DAMAGE; INSURANCE: Customer shall bear the entire risk of loss, theft or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under the Lease Terms or any Lease Schedule. In the event of damage to any item of Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the Lease Terms), or (b) pay CFS the Remaining Lease Balance. Customer, at its sole cost and expense, shall, during the term hereof obtain and maintain property and liability insurance in form, amount, and with companies satisfactory to CFS. Each policy of insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days written notice before the policy in question shall be materially altered or canceled. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the Remaining Lease Balance on the applicable Lease Schedule. The "Remaining Lease Balance" shall be the sum of: (i) all Payments then owed and outstanding; (ii) the present value of all remaining Payments; (iii) the Purchase Option price of the Listed Items indicated on the Lease Schedule plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value under any Lease Schedule, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If Customer fails to provide proof of insurance, CFS may, but is not required to obtain insurance covering CFS' interests, and charge the Customer for the costs of such insurance, and an administrative fee. CFS and any of its affiliates may make a profit on the foregoing.
- 10. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under all Lease Schedules: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under any Lease Schedule, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) if Customer or any Guarantor who is a natural person dies.
- 11. REMEDIES: Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) require Customer to immediately pay all unpaid Payments under any Lease Schedule (whether or not then due) and other amounts due under any and all Lease Schedules, with CFS retaining title to the Equipment; (b) to terminate any and all Lease Schedules with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and (i) retain such Equipment and all Payments and other sums paid under all Lease Schedules, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (A) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (B) shall have no duty to prepare or process the Equipment prior to sale; (C) may disclaim warranties of title, possession, quiet enjoyment and the like; and (D) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under the applicable Lease Schedule. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.
- 12. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE ANY LEASE SCHEDULE IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer any Lease Schedule. Customer agrees that if CFS transfers any Lease Schedule, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.
- 13. RENEWAL; RETURN: Except in the case of a Lease Schedule containing a \$1.00 Purchase Option, each Lease Schedule automatically renews under the same terms and conditions on a month-to-month basis if Customer fails to give CFS 60 days' prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless a Lease Schedule automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Lease Schedule terminates in good operating condition, ordinary wear and tear resulting from proper use excepted, at Customer's sole cost and expense to a location specified by CFS, and shall reimburse CFS for any costs incurred to place the Equipment in good operating condition. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment.

- 14. PURCHASE OPTION: A) END OF TERM PURCHASE OPTION. At the end of any term, Customer shall give CFS 60 days' irrevocable prior written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the Purchase Option plus any costs. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon 60 days' irrevocable prior written notice, purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus costs. "Fair Market Value" shall be CFS' retail price when Customer purchases the Equipment. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.
- 15. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. The Equipment contains various security features that Customer may utilize in this regard. Customer should contact CSA for further information. CSA will work with you to provide information regarding your options and offer services to assist you. Please note that such services may result in additional charges. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of the Lease Terms or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, CSA and CFS applies, or could be construed to apply to Data.
- 16. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT: No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under the applicable Lease Schedule, in inverse order of maturity, and any excess shall be refunded. If any Lease Schedule is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under the Lease Terms and such Lease Schedule.
- 17. UCC ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT EACH LEASE SCHEDULE IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A"), AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.
- 18. WAIVER OF OFFSET: The lease created by each Lease Schedule is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the dealer, supplier, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under each Lease Schedule and these Lease Terms and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.
- 19. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: EACH LEASE SCHEDULE SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER EACH LEASE SCHEDULE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION OF ANY LEASE SCHEDULE, AND CFS, BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS UNLESS CUSTOMER RESIDES IN A STATE IN WHICH A WAIVER OF A RIGHT TO A JURY TRIAL IS UNENFORCEABLE AS A MATTER OF THAT STATE'S PUBLIC POLICY.
- 20. MISCELLANEOUS: All notices required or permitted under the Lease Terms or any Lease Schedule shall be sufficient if delivered personally, sent via electronic transmission, or mailed to such party at the address set forth in an applicable Lease Schedule, or at such other address as such party may designate in writing from time to time. Any notice deposited in the mail shall be effective after it has been received. Customer's representations, warranties, and covenants under each Lease Schedule shall survive the delivery and return of the respective Equipment. Any provision of the Lease Terms which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Lease Terms. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information on a Lease Schedule including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, each Lease Schedule (incorporating the Lease Terms by reference) contains the entire arrangement between Customer and CFS with respect to such Lease Schedule and no modifications thereof shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept an electronic transmission of any Lease Schedule or any Acceptance Certificate as an original, and that electronically transmitted copies of Customer's signature will be treated as an original for all purposes. If the Lease Schedule references an existing master agreement between Customer and CFS (the "Existing Master CFS Lease") and to the extent applicable to the transactions contemplated by the Lease Schedule, then the terms of the Existing Master CFS Lease shall control over the Lease Terms for so long as the Existing Master CFS Lease remains in effect.

21. APPROVED AFFILIATES AND APPROVED SUBSIDIARIES: From time to time, affiliates and subsidiaries of Customer that meet CFS' credit underwriting standards then in effect (each, an "Approved Affiliate" or "Approved Subsidiary") may enter into Lease Schedules hereunder on the same terms and conditions as if each such Approved Affiliate or Approved Subsidiary was the Customer hereunder. Each of Customer and each Approved Affiliate or Approved Subsidiary shall be jointly and severally liable for the obligations under the Schedule(s) entered into by it pursuant to this Agreement.

22. FISCAL FUNDING (if applicable): This Section 22 shall only apply if "Fiscal Funding" is designated on the Lease Schedule. Customer warrants that it has funds available to pay Payments payable pursuant to the Lease Schedule until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of the term of Lease Schedule. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under the Lease Terms and any Lease Schedule. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with each Lease Schedule, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Lease Schedule; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under the Lease Schedule. In the event Customer returns the Equipment pursuant to the terms of the Lease Schedule, CFS shall retain all sums paid by Customer. Customer's Payment obligations under each Lease Schedule in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in the Lease Terms shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for each Lease Schedule and the Equipment.