

**INSTALLMENT PAYMENT AGREEMENT**

Customer	Vendor	Funder
Lorain, City Of (Inc) 200 W Erie Ave Ste 714, Lorain, 44052-1606, OH, USA	Barracuda Networks, Inc 3175 S Winchester Blvd, Campbell, CA 95008, USA	CAPCHASE INC. 116 E 27 Street, 4th Floor New York, NY 10016

EFFECTIVE DATE: 2026/02/28

VENDOR AGREEMENT: Vendor Agreement attached if applicable

Term	Total Amount
24 months	\$501,580.90

Product	Qty	Product Description	Unit Price	Total
Quote # 3068894	1		\$501,580.90	\$501,580.90
Subtotal				\$501,580.90
Shipping				\$0.00
Taxes				\$0.00
Total Amount				<b>\$501,580.90</b>

**PAYMENT SCHEDULE**

Custom Schedule (see Schedule below)

IN WITNESS WHEREOF, the parties hereto have executed this agreement, incorporating the attached terms and conditions (collectively, this "IPA") by their representatives duly authorized as of the Effective Date set forth above.

**CAPCHASE INC**

**Lorain, City Of (Inc)**

By

By

\_\_\_\_\_

\_\_\_\_\_

Name:

Name:

Title:

Title:

Date:

Date:

THIS INSTALLMENT PAYMENT AGREEMENT (“**IPA**”) is made as of the Effective Date set forth on the cover page hereto, between the Customer named on the cover page hereto and Capchase, Inc., a Delaware corporation (“**Funder**”) with respect to the following facts: Customer and the Vendor named on the cover page hereto (“**Vendor**”), are entering into the vendor agreement described on the cover page hereto (the “**Vendor Agreement**”) to enable Customer to acquire, receive, use, and/or benefit from the software, licenses, services, equipment, and other items described herein as “**Products**”. As used in this IPA, a Vendor may refer to a reseller in connection with the sale, lease or other provision of equipment to the Customer. The term Vendor Agreement shall include, in addition to any Vendor Agreement described herein, any invoice, purchase order, or other document made with or received by Customer or Funder or that otherwise relates to the Product, or their provision or performance, or payment of the Total Amount set forth on the cover page hereto. Pursuant to the order described on the cover page hereto (the “**Order**”), Customer is obligated to pay Vendor or to its order all of the following amounts (as applicable) described on the cover page hereto: the License Fee, the Service Fee, the Equipment Fee, and/or shipping and taxes (collectively, the “**Total Amount**”). Subject to the terms of this IPA, Customer represents, warrants, and covenants that by Funder paying to Vendor an amount equal to the Total Amount (described on the cover page hereof) in full Customer will satisfy the obligation in the Order to pay the Total Amount. Customer acknowledges and agrees that: (a) the sum of the periodic Installment Payments described on the cover page (hereinafter referred to as the “**Installment Payments**”) may exceed the Total Amount; and (b) Funder and Vendor may agree, as between themselves, that the amount paid by Funder to Vendor may differ from the Total Amount due from or on behalf of Customer. Funder may have arrangements with Vendor to pay fees on receipt of invoice, over time, or upon acceptance of product. None of these arrangements will change Customer's obligation under this IPA. Customer authorizes Funder to adjust the Installment Payment and any other calculated amount by not more than 15% if the actual Total Amount differ from the estimated Total Amount shown above. Any fees, taxes, or other amounts set forth in the Order other than the Total Fees shall be due and payable at the times and in the manner set forth in the Order. Both Funder and Customer may agree to additional financing of the Customer's purchase of Products from the Vendor. If such additional financing takes place, Funder and Customer shall create a document based on the cover page to this IPA setting forth the terms of the additional financing. Any such financing shall be governed by the terms of this IPA.

1. **AUTHORIZATION TO PAY VENDOR; PROCUREMENT:** Customer, and not Funder, is solely responsible for the Vendor Agreement and otherwise contracting for and procuring the Product and, if applicable, delivery of the Product. Customer irrevocably authorizes Funder to pay to Vendor an amount equal to the Total Amount described on the cover page above (subject to adjustment as described above). The payment obligations under this IPA will begin when it is fully executed. The Products will be deemed irrevocably accepted by you upon the earlier of: (a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or (b) five (5) days after delivery of the Products to Customer if, previously, Customer has not given written notice to Funder of your non-acceptance. The Product shall be provided by Vendor directly to Customer and not by Funder. Customer will look solely to Vendor for its receipt, use, or benefit of any Product, and for its satisfaction with and all claims or other matters in any way relating to the Products or Vendor Agreement. Funder shall have no ownership of the Product, and is not the licensor of any Product constituting software. Funder will finance the purchase of the Product for Customer, and assume Customer's obligation to pay Vendor the Total Amount thereon on the payment terms of the Vendor Agreement subject to the terms hereof, only if no Event of Default, or event that with notice or the lapse of time or both would constitute an Event of Default, has occurred, and if Funder receives this IPA executed by the parties, and such other documents or assurances as Funder may reasonably request. **FUNDER FINANCES THE PURCHASE OF THE PRODUCT AS IS AND WITHOUT RECOURSE, AND MAKES NO REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, AS TO THE PRODUCT, INCLUDING AS TO ANY PRODUCT'S DESCRIPTION, TITLE, CONDITION, EXISTENCE, QUALITY, MERCHANTABILITY, OR FITNESS FOR ANY PERSON'S PARTICULAR PURPOSE, USE, OR BENEFIT, OR ISSUES REGARDING INFRINGEMENT OF THE INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY PERSON.** Customer is responsible for keeping the Product in good repair and free of encumbrances, and for any loss or damage to the Product, and will keep and use the Product at the address shown on the cover page hereto unless agreed in writing by Funder. Neither Funder nor its Assignees are responsible for service or maintenance of the Product.

2. **PAYMENT SCHEDULE:** In consideration of Funder paying to Vendor the Total Amount, Customer irrevocably promises to pay the Installment Payments to Funder or its order in accordance with the payment schedule set forth on the cover page hereto. The first Installment Payment is due on the date set forth in your invoice and the remaining Installment Payments will be due monthly thereafter (or such other time period specified on the front of this IPA) as designated by us on your invoice (the “**Installment Payments**”). Funder will invoice Customer for Installment Payments, but Installment Payments shall be due regardless of the receipt of an invoice or notice. If Funder does not receive by the due date, at the remittance address indicated on the invoice, any amount payable to Funder, Customer will pay a late charge equal to: (a) the greater of ten (\$0.10) cents for each dollar overdue or twenty-six dollars (\$26.00); or (b) the highest lawful charge, if less. If the full amount of each Installment Payment is not received by Funder on each due date, and such failure not cured within five (5) business days, Customer agrees to pay to Funder default interest on the overdue amount at the lower of: (a) two percent (2.00%) per month; or (b) the maximum amount allowed by law, until paid. Customer irrevocably authorizes Funder to debit Customer's account described on the cover page hereto for the amount of all payments payable hereunder, on the dates when due. Unless stated otherwise, Installment Payments exclude any applicable sales, use, property or any other tax allocable to the Product or this IPA, all of which Customer shall reimburse Funder for, as and when invoiced. If the Customer chooses Credit Card as payment method, unless stated otherwise, Installment Payments include a 3% payment processing fee. Customer acknowledges and agrees that the License Fee or Equipment Fee was fully earned by Vendor when the Product (in the case of software, licenses, or physical equipment) was delivered; *provided, however, that* Customer may still pursue any warranty claims against Vendor (but not against Funder or any Assignee) in accordance with the terms and conditions of the Vendor Agreement. **CUSTOMER'S OBLIGATION TO REMIT INSTALLMENT PAYMENTS TO FUNDER AS SET FORTH HEREIN SHALL BE ABSOLUTE, UNCONDITIONAL, NONCANCELLABLE AND NONREFUNDABLE,** and shall not be subject to any of the following (collectively, “**Claims**”): any abatement, set-off, recoupment, claim, counterclaim, adjustment, compensation, cancellation, reduction or defense for any reason, including, but not limited to, any claims that Vendor failed to perform under the Vendor Agreement or Order, or termination of the Vendor Agreement or Order, or any other defense against Funder, Vendor, Assignee, any Product's manufacturer or licensor, or any other person.. Customer acknowledges that Vendor and Funder (and any Assignee) are separate, unaffiliated entities, and neither Vendor nor Funder (or any Assignee) is an agent of the other. Installment Payments are owed by Customer to Funder, and not to Vendor. Funder (or any Assignee) shall not be responsible or liable in respect of any disputes between Customer and Vendor.

3. **ASSIGNMENT:** Customer consents to Funder's assignment of any of its rights and interests in and to this IPA and the Product to one or more third parties (“**Assignee**”). Assignee shall have and be entitled to exercise any and all rights and remedies of Funder hereunder, and all references herein to Funder shall include Assignee. Customer agrees that Assignee shall not, because of such assignment, assume any of Funder's or Vendor's obligations to Customer. **CUSTOMER SHALL NOT ASSERT AGAINST ASSIGNEE ANY CLAIMS THAT CUSTOMER MAY HAVE AGAINST FUNDER OR VENDOR. CUSTOMER WAIVES ALL RIGHTS TO MAKE ANY CLAIM AGAINST ASSIGNEE FOR ANY LOSS OR DAMAGE TO THE PRODUCT, OR BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE SOFTWARE, EQUIPMENT AND SERVICE PERFORMANCE, FUNCTIONALITY, FEATURES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF BUSINESS.** Customer shall pay Assignee all amounts due and payable under this IPA, but shall pursue any claims under any Vendor Agreement or Order against only Vendor. Except as provided for upon the occurrence of an Event of Default below, neither Funder nor its Assignees will interfere with Customer's quiet enjoyment or use of the Product in accordance with the Vendor Agreement's terms and conditions. Customer shall not assign or transfer this IPA or permit any lien or encumbrance upon this IPA, including in connection with a sale of all or some of Customer's assets, without Funder's prior written consent.

4. **INSURANCE:** Customer will provide and maintain at its own expense: (a) property insurance against the loss of or damage to the Product for an amount not less than the replacement cost; and (b) general liability insurance. Such insurance shall name Funder and its successors and assign as sole “loss payee” and “additional insured”, and be in such amounts and with such companies as approved by Funder. Customer will provide to Funder, as requested, certificates or other proof of coverage. If Customer fails to maintain the required insurance on the Product or timely provide proof of such insurance, Funder may at its sole discretion, but shall not be obligated to, secure the required insurance coverage on the Product. If Funder secures insurance on the Product, Customer may not be named as an insured party and agrees that the premium and insurance charges may be higher than the amounts Customer would pay to maintain insurance and may constitute a profit. Customer agrees to reimburse Funder for all charges, fees, and expenses which Funder pays or incurs as a result of obtaining such insurance coverage.

5. **DEFAULT:** Each of the following events shall constitute an “**Event of Default**”: (a) Customer fails to pay when due all or any portion of any Installment Payment or any other amounts payable hereunder, and such failure is not cured within ten (10) days after written notice; (b) any representation or warranty made by Customer or any guarantor proves to be false in any material respect when made; (c) a material breach by Customer of any provision of this IPA (other than a breach covered by (a) above) where Customer fails to correct such breach within thirty (30) days of its receipt of written notice thereof; (d) Customer or any guarantor shall cease doing business as a going concern or becomes insolvent or makes an assignment for the benefit of creditors, or a trustee or receiver is appointed for Customer, or any guarantor or for a substantial part of its assets, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Customer or any guarantor, or any guarantor dies; (e) Customer or any guarantor suffers a material adverse change in its business, assets, properties, liabilities (actual or contingent), operations, condition (financial or otherwise), or prospects; (f) the Product is used in violation of applicable law or is seized, levied upon, or otherwise taken by legal process and not returned within ten (10) days; (g) Product is lost, stolen, or materially damaged, and within ten (10) days after such event, Customer fails to (i) provide evidence that the Product is fully covered by required insurance or (ii) prepay all remaining Installment Payments, as determined by Funder in its sole discretion; or (h) an event of default occurs and is continuing under any other related agreement, including, without limitation, the Vendor Agreement, after the giving of any required notice and the expiration of any applicable cure period.

6. **RIGHTS AND REMEDIES.** If an Event of Default has occurred and is continuing, Funder may do any or all of the following: (a) declare all unpaid Installment Payments and any other amounts then due under this IPA to be immediately due and payable, and Customer shall pay the present value of all unpaid Installment Payments for the remainder of the term, discounted at a rate of two percent (2.00%) per annum, as reasonable compensation for lost time value and not as a penalty; provided, that Funder may elect to enforce such amounts on a gross or discounted basis; (b) terminate or restrict Customer's access to any Products comprised of software or require Customer to do so and/or request Vendor to terminate or restrict Customer's rights to use the software or services constituting the Product; (c) take possession of the Product, if applicable; (d) require Customer to assemble the Collateral (as defined below) and make it available to Funder at a place to be designated by Funder at Customer's expense (including costs of storing, shipping, repairing and selling the Product), if applicable; (e) require Customer to grant Funder, on request and in a form and substance satisfactory to Funder, as security for its obligations hereunder, a security interest in all of Customer's right, title, and interest in, to and under all of Customer's assets, wherever located and whether

then existing or owned or thereafter acquired or arising, and execute and deliver all such other agreements, instruments and documents required to effect such security; and (f) pursue any rights or remedies available at law or in equity, including, without limitation, any rights of a secured party under Article 9 of the Uniform Commercial Code. No failure or delay on the part of Funder to exercise any right or remedy hereunder shall operate as a waiver thereof. All remedies are cumulative and not exclusive. To the extent permitted by law, Customer agrees that neither Funder nor Vendor shall be required to license, lease, transfer or use any Product in mitigation of any damages resulting from Customer's default. Furthermore, upon the occurrence of any Event of Default, Customer agrees that Funder may request Vendor to take, and Vendor may take, without liability to Customer, any or all of the following actions (each, an "Enforcement Action"): (i) terminate the Vendor Agreement as it pertains to any software or services; (ii) revoke all software under the Vendor Agreement; (iii) permanently suspend all services contemplated under the Vendor Agreement as it relates to any software or services; and (iv) refrain from re-selling or re-licensing the same Product or other software performing essentially the same function. The exercise or non-exercise of any Vendor-directed Enforcement Action shall not affect Customer's unconditional obligation to make Installment Payments and other amounts due under this IPA.

8. **COSTS AND ATTORNEYS' FEES.** In the event of any default, claim, proceeding, including a bankruptcy proceeding, arbitration, mediation, counter-claim, action (whether legal or equitable), appeal, or otherwise, whether initiated by Funder or Customer (or a debtor-in possession or bankruptcy trustee), which arises out of, under, or is related in any way to this IPA or any other document executed pursuant hereto or in connection herewith, or any governmental examination or investigation of Customer which requires Funder's participation (individually and collectively the "Claim"), Customer, in addition to all other sums which Customer may be called upon to pay under the provisions of this IPA, shall pay to Funder to the extent permitted by law and legally available funds, on demand, all costs, expenses, fees paid or payable in connection with the Claim, including but not limited to, reasonable attorneys' fees and out-of-pocket costs including travel and related costs incurred by Funder or its attorneys.

9. **REPRESENTATIONS, WARRANTIES AND COVENANTS:** Customer acknowledges that: (a) it has independently ordered the Product from Vendor based on its own judgment, and expressly disclaims any reliance upon statements made by Funder or any Assignee to Customer, if any, with regards to such Product, (b) this IPA is separate and distinct from the Vendor Agreement and Order with Vendor, and such Vendor Agreement and Order are not incorporated into nor made a part hereof, and (c) the advances made by Funder under this IPA are intended by Customer for business purposes (for use primarily for other than personal, family, or household purposes). Customer represents, warrants and covenants that: (i) Customer is duly organized and in good standing under applicable state law; (ii) this IPA has been duly authorized and constitutes a legal, valid and binding obligation of Customer and is enforceable against Customer in accordance with its terms; (iii) the execution, delivery and performance of this IPA will not violate or create a default under any law (including any applicable usury law), regulation, judgment, order, instrument, agreement or charter document binding on Customer or its property; (iv) each signatory of this IPA has the authority to bind Customer to this IPA; (v) Customer will promptly notify Funder of any change in Customer's name, or the form or jurisdiction in which it is organized, or in the location of its chief executive or registered office; (vi) no proceedings exist before any court or administrative agency that would have a material adverse effect on Customer, this IPA, or any Products; (vii) as of the Effective Date of this IPA, Customer has good and marketable title, free and clear of any liens (except as created hereunder), in the goods and equipment constituting Products (except software and/or services); and (viii) any and all information furnished to Funder is and will be true and correct in all material respects and prepared in accordance with generally accepted accounting principles (GAAP). Customer covenants that: (A) Customer will promptly notify Funder of any change in Customer's name, legal entity type, jurisdiction of organization or in the location of its chief executive or registered office; (B) upon Funder's reasonable request, Customer will promptly furnish to Funder current financial statements or other credit information regarding Customer and any guarantor, including copies of your balance sheet, income statement and other financial reports, and information regarding the Vendor Agreement and Order; and (C) Customer irrevocably appoints and authorizes Funder as its attorney-in-fact to (x) make and settle insurance claims; (y) endorse insurance proceeds; and (z) execute and file financing statements (naming Customer as "Debtor") and documents of title and registration (if applicable) on the Product or Collateral.

10. **SECURITY INTEREST.** To secure Customer's payment and performance of its obligations under this IPA, Customer hereby grants to Funder and its Assignees a continuing first priority security interest in all of Customer's right, title, and interest in and to the following property, whether now owned or hereafter acquired by Customer: the software, services, licenses, equipment, inventory, goods, and other items described under Product on the cover page hereto, including all parts, replacements, accessories and accessions thereto; the Vendor Agreement and Order, including, without limitation, the licenses granted under the Vendor Agreement; all proceeds, including insurance proceeds, and all rights to payment and payments intangibles under any of the foregoing, including, without limitation, all rights to any refund, indemnification, and/or abatement to which Customer is, or becomes entitled, no matter how or when arising, whether such rights are classified as accounts, general intangibles, or otherwise; and all products and proceeds of any of the foregoing (collectively, the "Collateral"). Customer shall, at its own cost, execute and deliver to Funder such instruments and shall do all such things from time to time hereafter as Funder may request to carry into effect the provisions and intent of this IPA, to protect and perfect Funder's security interest in and to the Collateral, and to comply with all applicable statutes and laws. If applicable, contemporaneously with the execution of this IPA, Customer shall execute all such instruments as may be required by Funder with respect to the perfection of the security interests granted herein; Customer consents to Funder's filing of financing statements in such form and substance, and to be filed in accordance with the provisions of the Uniform Commercial Code in such state or states, as Funder may determine. To the extent permitted under applicable law and the Vendor Agreement, Customer agrees not to take any action that would impair Funder's rights or its security interest in the Collateral.

11. **INDEMNITY:** Customer agrees that Funder and its Assignees are not responsible for any loss, damage, injury or claim arising out of the delivery, installation, operation, maintenance, ownership, possession, condition or use of the Product, including any defect in design or manufacture. Customer will indemnify, defend, and hold harmless Funder and its Assignees from and against, all claims, liabilities, damages, losses, penalties, fines, taxes and expenses (including attorneys' fees and court costs) arising from or relating to the Product, this IPA, or any act or omission of Customer or its personnel. This indemnity applies regardless of legal theory involved (including, without limitation, strict liability, negligence, contract, tort or statute) and survives the termination or expiration of this IPA.

12. **FEES AND CHARGES:** It is the intention of the parties that all fees, charges, and interest under this IPA comply with applicable law, including any limits on usury or late charges. If any Installment Payment, charge or fee billed or collected by Funder is found to exceed the maximum amount allowed by law, then: (a) Funder may modify any such excessive amount billed so as to make it not excessive; (b) Funder may refund or credit Customer the excessive amount; and (c) the foregoing shall be Customer's sole and exclusive remedy with respect to such overcharge. Customer agrees not to raise any other claim, complaint, or objection with respect thereto.

13. **MISCELLANEOUS:** This IPA constitutes the entire agreement regarding the subject matter herein between Customer and Funder and shall supersede any inconsistent terms set forth in the Vendor Agreement or Order and all prior or contemporaneous oral and written understandings. Funder will have no liability to Customer, or its customers, or any other persons, for indirect, special, or consequential damages, or damages based on strict or absolute tort liability or specific performance arising out of this IPA or concerning any Products. THIS IPA SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. EACH PARTY HERETO WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR IN ANY MANNER RELATING TO THIS IPA (A "RELATED ACTION"). EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND/OR OF THE FEDERAL AND STATE COURTS LOCATED IN THE STATE OF THE ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY RELATED ACTION MAY BE HEARD AND DETERMINED IN ANY SUCH COURTS. All notices, requests, demands, and other communications shall be delivered by fax, electronic mail, or mail to each party at the address as set forth above. Notice is given if sent by email on the business day after being sent, unless the sender receives an automated message that the email has not been delivered. If any term, provision, covenant or restriction of this IPA is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this IPA will remain in full force and effect and in no way will be affected, impaired, or invalidated. No term or provision of this IPA may be amended, waived, discharged, or terminated except by a written instrument signed by Funder. The parties hereto agree that, on demand of the other party, each shall execute and deliver any instrument, furnish any information or perform any other act reasonably necessary or convenient to carry out the provisions of this IPA. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each party who opens an account. Funder will ask each party to a financial transaction their name, address, and other information that will allow Funder to identify such party. Funder may also ask to see other documents that substantiate a party's identity. Time is of the essence. This IPA may be executed in one or more counterparts. Facsimile, electronic, and similar signatures and counterparts shall suffice as originals for all purposes, including enforceability. No security interest in this IPA, if it may be perfected by possession under the Uniform Commercial Code—Secured Transactions (Article 9), may be perfected by possession except through the transfer and possession of the original counterpart that bears Funder's original wet ink signature; provided, that if such counterpart contains a facsimile, electronic, and similar signature by Customer, then Funder shall have stamped or marked such counterpart as "Original."

**Payment Schedule**

Installment Date	Installment Amount
2026/03/10	\$167,193.64
2027/03/10	\$167,193.63
2028/03/10	\$167,193.63

## STATE AND LOCAL GOVERNMENT ADDENDUM

CUSTOMER NAME: Lorain, City Of (Inc)  
AGREEMENT (IPA) NUMBER: b05eb9c758e9 dated  
CUSTOMER ADDRESS: 200 W Erie Ave Ste 714, Lorain, 44052-1606, OH, USA

Addendum to Installment Payment Agreement ("Agreement") listed above and any future supplements/schedules thereto, between the customer named above ("Customer") and Capchase Inc. ("Capchase"), as Secured Party. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Secured Party.

### 1. The parties wish to amend the above-referenced Agreement by adding the following language:

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the initial term and each of the renewal terms of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the final renewal term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

**INITIAL TERM AND RENEWAL TERM(S):** The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year, with the final renewal term ending at the end of the contracted term as set forth in the Agreement. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non- Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term. An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default. Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

**NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

**SUPPLEMENTS; SEPARATE FINANCINGS:** To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non- appropriation event has also occurred under such other Contract.

### 2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct." Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum." Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document." Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to- month basis under the same terms hereof until the Equipment has been purchased or returned." Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent." Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest." Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows:

“You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy. Any provision in the Agreement stating that you shall pay our attorneys’ fees is hereby amended and restated as follows: “In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys’ fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee.” Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

**3. If your end-of-term option is the purchase of all Equipment for \$1.00 or 101.00, the following applies:**

Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

**4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:**

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement. To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest. Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. **IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.** The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited. The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

**By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.**

**Secured party**

**Customer**

Authorized Signature

Authorized Signature

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\_\_\_\_\_

Print Name:

Print Name:

Title:

Title:

Date:

Date: