



CANON SOLUTIONS AMERICA, INC.

Production Print Solutions
MASTER LEASE AGREEMENT
CFS-1533 (11/22)

CANON FINANCIAL SERVICES, INC.
14904 Collections Center Dr.
Chicago, Illinois 60693
(800) 220-0200

THIS MASTER AGREEMENT (this "Agreement"), is entered into by and between Canon Financial Services, Inc. ("CFS") and its customer, Contra Costa County, a political subdivision of the State of California ("Customer"). CFS may from time to time lease to Customer the Equipment (as defined below) supplied by the Production Print Solutions division of Canon Solutions America, Inc. ("Service Provider"), and described in any schedule designated as a "Lease Schedule." CFS reserves the right to modify the forms of such schedules, and any such modified form referring to this Agreement signed by Customer and accepted by CFS shall be a Lease Schedule (a "Schedule"). Each Schedule referring to this Agreement will constitute a separate agreement for the lease of the equipment described therein, shall incorporate the terms of this Agreement, and shall be subject to and conditioned upon credit approval by CFS.

TERMS AND CONDITIONS

- 1. AGREEMENT:** CFS leases to Customer, a political subdivision of the State of California organized under the laws of the State of California, with its administrative office at _____ and Customer leases from CFS, with its place of business at 158 Gaither Drive, Mount Laurel, New Jersey 08054, all the equipment described in any Schedule signed by Customer and accepted by CFS, together with all replacement parts and substitutions for and additions to such equipment (the "Equipment"), upon the terms and conditions set forth in this Agreement.
- 2. TERM OF SCHEDULE:** Each Schedule under this Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of each Schedule begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date") and shall consist of the payment periods specified on such Schedule, any Interim Period, and any renewal periods. After acceptance of the Equipment covered by any Schedule, Customer shall have no right to revoke such acceptance or cancel such Schedule during the term indicated thereon. The term of this Agreement or any Schedule shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer under this Agreement or any 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 hereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of any Schedule for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term.
- 3. PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of each Schedule, (a) the payments specified on the respective Schedule under "Number and Amount of Payments", and (b) such other amounts permitted hereunder as invoiced by CFS ("Payments"). Customer also agrees to pay to CFS an interim payment in an amount equal to 1/30th of the monthly amount of the Payment multiplied by the number of days between the Commencement Date and the Agreement Date ("Interim Period"), as determined by CFS. The amount of each Payment and the End of Term Purchase Option ("Purchase Option") price specified on each Schedule are based on the supplier's best estimate of the cost of the Equipment and any related maintenance and supplies, including any sales and use tax. Customer authorizes CFS to adjust such Payments and Purchase Option prices downward by any amount, or upward by up to fifteen percent (15%), only to the extent the actual total cost of the Equipment and any related maintenance and supplies, including any sales or use tax, is more or less than originally estimated. 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 this Agreement and all other obligations hereunder is absolute and unconditional and is not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever.
- 4. APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.
- 5. ADVANCE PAYMENTS:** Customer agrees that CFS may at 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, no event shall any amount paid in advance earn interest except where required by applicable law.
- 6. NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "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. Any warranty with respect to the Equipment made by the manufacturer, supplier or dealer is separate from, and is not a part of, this Agreement or any Schedule and shall be for the benefit of CFS, Customer, and CFS' successors and assignees, if any. So long as Customer is not in breach or default of this Agreement, 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 TERM OF THIS AGREEMENT OR ANY SCHEDULE OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT, ANY SCHEDULE, OR THE EQUIPMENT, ON BEHALF OF CFS.
- 7. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of any Equipment, shall conclusively establish that such Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not, for any reason, revoke that acceptance; however, if Customer has not, within ten (10) days after installation of such Equipment, delivered to CFS written notice of any 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 described in any Schedule under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement or any Schedule and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory, or if CFS does not execute this Agreement or any Schedule. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of the applicable Schedule.
- 8. LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified on the applicable 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's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The jurisdiction of organization and chief executive office address of Customer are 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 its form of organization (including, without limitation, its jurisdiction of organization), and shall execute and deliver to CFS such documents as required or appropriate.

9. 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 purposes. 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 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 broader description of the Equipment than the description set forth in the respective Schedule), (b) continuation statements in respect thereof, and (c) amendments thereto and Customer irrevocably waives any right to notice thereof.

10. INDEMNITY: Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment unless due to CFS' gross negligence or willful misconduct. This Section shall survive termination of this Agreement and any Schedules.

11. MAINTENANCE; ALTERATIONS: 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 terms of this Agreement. Customer shall use reasonable care in handling and operation of the Equipment. Service Provider shall have the right to substitute equivalent Equipment at any time during the term of this Agreement in connection with any replacement of the Equipment by Service Provider. If indicated in the "Maintenance and Supplies Included in Payment" box on any respective Schedule, the charges established on such Schedule include payments for the maintenance services related to the Equipment and/or supplies (collectively, "Services"); such amounts are included in the Payment as an accommodation to Customer, and Service Provider is responsible for providing the Services, which will be performed by Service Provider (or its authorized agent or designee) pursuant to a separate agreement ("Service Provider Agreement"). Customer agrees that once in each twelve (12) month period following the anniversary of each Schedule, Service Provider has the right to increase the portion of the Payments related to such Services on each anniversary of the commencement date of such Schedule, in an amount not to exceed fifteen percent (9%) of such charges which were in effect immediately prior to such increase. Customer acknowledges that CFS is not responsible for any Services, whether provided for in this Agreement, the applicable Schedule, or in any other agreement between Service Provider and Customer, and that if Customer has a dispute regarding the Equipment or the Services, Customer shall continue to pay all charges due under the applicable Schedule without deducting or withholding any amounts.

12. 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. ON THE DATE OF THE FIRST SCHEDULED PAYMENT UNDER EACH SCHEDULE AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT TO ANY SCHEDULE, CUSTOMER SHALL PAY TO CFS A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

13. INSURANCE: (1) Customer, at its sole cost and expense, shall obtain, maintain and pay for comprehensive public liability insurance. (2) Customer shall self-insure against the loss, theft or damage to the Equipment for the full replacement value thereof. The proceeds of such self-insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; plus (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) the "Asset Value," which shall be: (A) for an Agreement with a \$1.00 Purchase Option, \$1.00; (B) for an Agreement with a Fair Market Value Purchase Option or no Purchase Option selected, the Fair Market Value of the Equipment (as defined herein); and (C) for an Agreement with an Other Purchase Option, the respective dollar amount of such Purchase Option indicated on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year.

14. LOSS; DAMAGE: Customer assumes and shall bear the entire risk of loss, theft of, 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 this Agreement or any 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 terms of this Agreement), or (b) pay CFS the Remaining Lease Balance. Upon CFS' receipt of the Remaining Lease Balance, CFS shall transfer the applicable Equipment to Customer "AS IS, WHERE IS" without any representation or warranty whatsoever, except for title, and the applicable Schedule shall terminate with respect to such Equipment.

15. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under this Agreement and all Schedules: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under this Agreement or any 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.

16. FINANCIAL AND OTHER REPORTS: Unless publicly available, Customer shall provide CFS such financial information as CFS may from time to time request. Customer hereby warrants and represents that all financial statements previously delivered or to be delivered to CFS by or on behalf of Customer, and any statements and data submitted in writing to CFS in connection with this Agreement or any Schedule, are or will be true and correct in all material respects.

17. CUSTOMER WARRANTIES: Customer represents and warrants to CFS that as of the date of this Agreement as to this Agreement, and as of the date of each Schedule as to that Schedule, and as of the date of each Acceptance Certificate as to the Acceptance Certificate: (a) Customer has the power and capacity to enter into the respective Schedule, any documents related to the purchase of the Equipment leased under such Schedule and any other documents required to be delivered in connection with such Schedule (collectively, the "Documents"); the Documents have been duly authorized, executed and delivered by Customer and constitute valid, legal and binding agreements, enforceable in accordance with their terms; there are no proceedings presently pending or threatened against Customer which may impair its ability to perform under the Agreement or any Schedule; and all information supplied to CFS is accurate and complete; (b) Customer's entering into the respective Schedule and the leasing of the Equipment does not and will not: (i) violate any judgment, order, or law applicable to the Schedule, Customer or Customer's certificate of incorporation or bylaws (if Customer is a corporation) or Customer's operating agreement or limited liability company agreement (if Customer is a limited liability company) or Customer's partnership agreement (if Customer is a partnership); or (ii) result in the creation of any lien, security interest or other encumbrance upon the Equipment; (c) all financial data of Customer or of any consolidated group of companies of which Customer is a member (the "Customer Group"), delivered to CFS have been prepared in accordance with generally accepted accounting principles applied on a consistent basis with prior periods and fairly present the financial position and results

from operations of Customer, or of the Customer Group, as of the stated date and period(s); since the date of the most recently delivered financial data, there has been no material adverse change in the financial or operating condition of Customer or of the Customer Group; and (d) if Customer is a corporation, limited liability company or partnership, it is and will be validly existing and in good standing under the laws of the state of its incorporation, formation or organization; the persons signing this Agreement or any Schedule are acting with the full authority of its board of directors (if Customer is a corporation), or managers or members as appropriate (if Customer is a limited liability company), or partners (if Customer is a partnership) and hold the offices indicated below their signatures, which are genuine.

18. 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 hereunder (whether or not then due) and other amounts due under this Agreement and all Schedules, with CFS retaining title to the Equipment; (b) to terminate the Schedule with Customer that is subject of the Event of Default; (c) with reasonable notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any Equipment that is the subject of an Event of Default, and (i) retain such Equipment and all Payments and other sums paid under the relevant Schedule, 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 this Agreement. 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.

19. LATE CHARGES; EXPENSES OF ENFORCEMENT: If Customer fails to pay any sum to be paid by Customer to CFS under any 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 twenty-five 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 this Agreement or any Schedule or in enforcing any of the terms of this Agreement or any Schedule, including without limitation reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

20. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT OR ANY 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 this Agreement or any Schedule. Customer agrees that if CFS transfers this Agreement or any Schedule, the assignee will have the same rights, and benefits that CFS has now and will have to perform any of CFS' obligations which CFS will continue to perform. CFS will not be relieved from any of its obligations under this Agreement or any Schedule unless such obligations have been expressly assumed by the assignee. 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.

21. RENEWAL; RETURN: Except in the case of a Lease Schedule containing a \$1.00 Purchase Option, each Schedule shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to CFS at least ninety (90) days before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof and at the end of such term exercises such Purchase Option, or (ii) does not want to renew the Schedule and at the end of such term returns the respective Equipment as provided herein. Unless a Schedule automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of the respective Schedule, return the Equipment, at its sole cost and expense, in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS within the State of California. Customer must disassemble and pack the Equipment for shipment in a manner authorized by Service Provider (or its authorized representative) and provide for its reassembly at the return location specified by CFS, at Customer's sole cost and expense. Customer may contact Service Provider, who may, at its sole discretion, assist Customer with such activities for an additional fee. CFS may charge Customer a return fee of \$2,500.00 for the processing of returned Equipment. If for any reason Customer shall fail to return to CFS any Equipment subject to a Schedule as provided herein, Customer shall pay to CFS upon demand one billing period's Payment (as specified in the applicable Schedule) for each billing period or portion thereof that such return is delayed. Customer shall reimburse CFS for any costs incurred by CFS to place the Equipment in good operating condition. Customer is responsible for any loss in value of the Equipment resulting from (a) Customer's failure to maintain the Equipment in accordance with this Agreement, the Service Provider Agreement or the Equipment's operator manual, (b) any damage to the Equipment during return or shipping and handling, and (c) any missing components, options, accessories, software, and/or user and technical documentation.

22. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION. To exercise this option, Customer shall give CFS ninety (90) days' prior irrevocable written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of the applicable Schedule plus any applicable taxes, expenses, charges, and fees. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon ninety (90) days' prior irrevocable written notice purchase all (but not less than all) the Equipment on the respective Schedule at a price equal to the sum of all remaining Payments, plus the Fair Market Value. (Unless the Purchase option is \$1.00) plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be CFS' retail price at the time Customer notifies CFS of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, CFS shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and the applicable Schedule shall terminate.

23. 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 and that exposure or access to the Data by Service Provider or CFS, if any, is purely incidental to the services performed by Service Provider and CFS. Neither Service Provider nor CFS nor any of their 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. Without limiting the foregoing, if applicable, Customer should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize 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 or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.

24. 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 this Agreement, in inverse order of maturity,

and any excess shall be refunded. If this Agreement or any 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 this Agreement.

25. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT AND EACH 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.

26. WAIVER OF OFFSET: The lease created by each Schedule and this Agreement 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 Schedule and this Agreement 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.

27. ADDITIONAL DOCUMENTATION: Customer agrees to deliver to CFS, on or before the date of this Agreement or the first Schedule, each of the following in form and substance satisfactory to CFS: (a) a copy of the resolutions of the board of directors of Customer (if Customer is a corporation), or a copy of the resolutions of the managers or members, as appropriate (if Customer is a limited liability company), or an authorization of all the general partners of Customer (if Customer is a partnership), authorizing the execution, delivery and performance of this Agreement, each Schedule, and each Acceptance Certificate (the "Lease Documents"), certified by the secretary or an assistant secretary of Customer (if Customer is a corporation), or by the managers or authorized members as appropriate (if Customer is a limited liability company), or by all the general partners of Customer (if Customer is a partnership); (b) a certificate signed by the secretary or an assistant secretary of Customer (if Customer is a corporation), or by the managers or authorized members as appropriate (if Customer is a limited liability company), or all the general partners of Customer (if Customer is a partnership), or by the governing body of Customer (if Customer is a public agency) as to the incumbency and signatures of the persons authorized to execute and deliver the Lease Documents; and (c) such other documents as CFS shall reasonably request.

28. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: THIS AGREEMENT AND ALL SCHEDULES SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF CALIFORNIA. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA 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 STATE OF CALIFORNIA, PROVIDED THE COURT HAS JURISDICTION OVER THE PARTIES AND SUBJECT MATTER. CUSTOMER, BY ITS EXECUTION HEREOF, AND CFS, BY ITS EXECUTION HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

29. MISCELLANEOUS: All notices required or permitted under this Agreement or any Schedule shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective four (4) days after it has been deposited in the mail, duly addressed, with postage prepaid. All notices to CFS from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement or any Schedule as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under each Schedule shall survive the delivery and return of the respective Equipment. Any provision of this Agreement 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 this Agreement. 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 or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name, provided that no substantive changes are made to the terms of this Agreement; otherwise, this Agreement contains the entire arrangement between Customer and CFS and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

Customer and CFS have each caused this Agreement to be executed as of the date written below.

COUNTY OF CONTRA COSTA, CALIFORNIA	
Customer Legal Name	_____
By:	_____
Name:	_____
Title:	_____
Email:	_____
Tax ID#:	_____ If proprietor, DOB, _____
By:	_____
Name:	_____
Title:	_____
Email:	_____

CANON FINANCIAL SERVICES, INC.	
By:	_____
Name:	_____
Title:	_____
Date:	_____
	