

Amendment

This Amendment amends that certain agreement by and between UBEO, LLC ("Owner") and City of Corpus Christi ("Customer") which agreement is identified in the Owner's internal books and records as Agreement No. 1728785 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Owner and Customer have mutually agreed that the following modifications be made to the Agreement.

1. The Any written changes or cross-offs to the Agreement shall be disregarded, as Owner and Customer have agreed that all modifications needed to the Agreement shall be incorporated in this Amendment.

2. The following section is hereby added to the Agreement:

"EARLY PREPAYMENT RIGHT. Notwithstanding anything else herein to the contrary, you may, upon thirty (30) days prior written notice, terminate this Agreement early if you pay to us all of the regularly scheduled monthly payments due, or to become due under the Agreement, plus our booked residual, plus any and all sales taxes, actual or estimated property taxes, excess per image charges, and any other miscellaneous amounts due and owing under the Agreement. Upon satisfaction of the criteria set forth in this paragraph, this Agreement shall terminate and your obligations under this Agreement will be deemed satisfied."

3. The sentence in section 2 entitled "Payment" which reads "Monthly payments will begin on the Commencement date," is hereby deleted and replaced with the following:

"Monthly payments will begin on the Commencement Date."

4. The following sentence is hereby deleted from section 2 entitled "Payment":

"If any payment is more than ten days late, the Customer agrees to pay a fee of up to 15% or \$29 (whichever is greater) on the overdue amount, but not to exceed the maximum amount allowed by law."

5. The following sentence is hereby deleted from section 2 entitled "Payment":

"At the end of the first year of this Agreement, and once each successive twelve-month period thereafter, Owner may increase the base payment and the Excess Per Image charges by an amount not to exceed 6% of the then current payment and charges."

6. The following sentence is hereby deleted from section 4 entitled "Term and Transition Billing":

"Customer agrees to pay an interim base payment in the amount of 1/30 of the monthly base payment, for each day from and including the Effective Date until the day preceding the Commencement Date."

7. The following sentence is hereby added to section 6 entitled "Taxes and Fees":

"This is a net agreement."

8. The following sentences are hereby deleted from section 6 entitled "Taxes and Fees":

"The Customer will indemnify Owner on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of the Customer's acts or omissions. Owner may charge Customer a reasonable fee to cover documentation and investigation costs."

9. Section 8 entitled "Collateral Protection, Liability and Insurance" is hereby deleted and replaced with the following:

"8. Loss or Damage: The Customer is responsible for any damage to or loss of the System and any losses or injury caused by the System."

10. The following sentences are hereby deleted from section 9 entitled "Indemnity":

"Customer agrees to hold Owner harmless and reimburse Owner for loss and to defend Owner against any claim for losses or injury caused by the System. This indemnity obligation will continue after the termination of this Agreement if the loss or injury occurred during the term of the Agreement. The Customer agrees to reimburse Owner for and defend Owner against any claims, for losses or injuries caused by the System, unless such losses or injuries are caused by the gross negligence or willful misconduct of Owner."

11. The following sentence is hereby added to section 10 entitled "Maintenance and Care of Owner's System":

"Customer is responsible for all Software Agreements and Owner is not a party to any such licensing but will include such software as part of the Agreement."

12. The sentence in section 12 entitled "Assignment" which reads "UBEO LLC will retain those obligations and Customer agrees that the rights of the assignee will not be subject to any claims, defenses or setoffs the customer may have against the Owner," is hereby deleted and replaced with the following:

"UBEO LLC will retain those obligations and Customer agrees that the rights of the assignee will not be subject to any claims, defenses or setoffs the Customer may have against the Owner."

13. The sub-sentence in section 14 entitled "Default and Remedies" which reads "(ii) Customer breaches any other term of this Agreement or any other agreement with Owner or any material agreement with any other entity," is hereby deleted and replaced with the following:

"(ii) Customer breaches any other term of this Agreement or any other agreement with Owner,"

14. The following sentence is hereby deleted from section 14 entitled "Default and Remedies":

"The Customer promises to pay Owner's reasonable attorney fees and any cost associated with enforcement of this Agreement."

15. The sentence in section 14 entitled "Default and Remedies" which reads "Customer also agrees to pay interest on all past due amounts, from the due date, at 1.5% per month," is hereby deleted and replaced with the following:

"Customer also agrees to pay interest on all past due amounts, from the due date, at the statutory amount required pursuant to the Texas Prompt Payment Act."

16. The sentence in section 15 entitled "Business Agreement and Choice of Law" which reads "THE CUSTOMER AGREES THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE APPLICABLE LAW OF THE STATE IN WHICH OWNER (OR, IF ASSIGNED BY OWNER, OWNER'S ASSIGNEE) MAINTAINS ITS PRINCIPAL OFFICES, AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE," is hereby deleted and replaced with the following:

"THE CUSTOMER AGREES THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE APPLICABLE LAW OF THE STATE IN WHICH CUSTOMER MAINTAINS ITS PRINCIPAL OFFICES, AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE."

17. The sentence in section 16 entitled "Renewal and Return of System" which reads "After the Minimum Term, as defined by the Agreement, and any written extension thereof, this Agreement will automatically renew on a twelve (12) month basis unless 1) the Customer notifies Owner in writing not less than 90 days prior to the expiration of the Minimum Term or extension of its intention to return the System and 2) the Customer returns the System as provided below," is hereby deleted and replaced with the following:

"After the Minimum Term, as defined by the Agreement, and any written extension thereof, this Agreement will automatically renew month-to-month unless 1) the Customer notifies Owner in writing at

least 30 days prior to the expiration of the Minimum Term or extension of its intention to return the System and 2) the Customer returns the System as provided below."

18. The following sentence is hereby deleted from section 16 entitled "Renewal and Return of System":

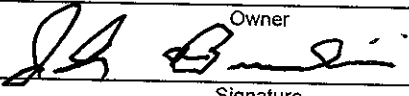
"Customer may not terminate this Agreement early without Owner's consent."

19. The following sentence is hereby deleted from section 20 entitled "Miscellaneous":

"Within 30 days after Owner's request, Customer will deliver all requested information (including tax returns) which Owner deems reasonably necessary to determine Customer's current financial condition and faithful performance of the terms hereof."

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. A copy of this document containing your original or facsimile signature or other indication of your intent to agree to the terms set forth herein shall be enforceable for all purposes. This Amendment is not binding until accepted by Owner.

UBEO, LLC

Owner
By: 
Signature
JOHN BARBIERI COV

Print Name & Title
Date Accepted: 2/25/22

City of Corpus Christi

Customer
By: X

Signature

Print Name & Title
Date: _____

NON-APPROPRIATION ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between UBEO of South Texas ("we", "us", "our") and Corpus Christi, City of ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1728785 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the System will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the System and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the System to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE

| | | | |
|-------------------|-----------|--------------------|------|
| (As Stated Above) | X | | |
| | SIGNATURE | PRINT NAME & TITLE | DATE |

OUR SIGNATURE

| | | | |
|---------------------|-------------------------------------------------------------------------------------|--------------------|---------|
| UBEO of South Texas |  | John BORAJERI COO | 2/25/22 |
| | SIGNATURE | PRINT NAME & TITLE | DATE |



MANAGE RENTAL AGREEMENT

Owner: UBEO, LLC

| CUSTOMER INFORMATION | | | | | |
|--------------------------------------------------------------------|--------------------|--------------------------|--------------------------------------------------|--|--------------------------------|
| Bill To Full Customer Legal Name Corpus Christi, City of | | | Contact Person Minerva Alvarado | | Installation Site Key Operator |
| Street Address 1201 Leopard Street | | | Title Sr. Buyer - Finance/ Procurement | | Title |
| Box/State/Routing | | | Telephone # (361) 826-3163 | | Telephone # |
| City Corpus Christi | State TX | Zip Code 78401 | Facsimile # - | | Facsimile # |
| Installation Address (if different from above) | | | e-mail MinervaA@cctexas.com | | e-mail |

| EQUIPMENT INFORMATION | | | | | |
|-----------------------|----------------|----------|------------------------------|--|--|
| Quantity | Make | Item | Description (or Accessories) | | |
| 1 | Konica Minolta | AC580111 | AccurioPress C4070 | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |

| | | | |
|----------------|--------------------|----------------------|-----------|
| Payment | \$ 1,719.00 | Term (Months) | 60 |
|----------------|--------------------|----------------------|-----------|

| Payment Frequency | Monthly | Image Meter Reading Frequency (QUARTERLY unless otherwise indicated) | Quarterly |
|------------------------------------|---------|----------------------------------------------------------------------|-----------|
| B&W Image Monthly Allowance | 0 | Excess Per Image Charge (B&W) | \$0.00900 |
| Color Image Monthly Allowance | 0 | Excess Per Image Charge (Color) | \$0.04400 |
| Linear Feet Monthly Allowance | | Excess Per Image Charge (Linear Feet) | |
| xMedius Page/DID Monthly Allowance | | xMedius Excess Per Page/DID Charge | |

Supplies (toner and developer in colors, black, cyan, magenta and yellow) and waste toner bottles are included at no additional charge, unless otherwise indicated. Throughput materials (paper stocks, staples, etc.) and toner and developer in colors clear, gold, silver, white, and fluorescent pink are NOT included.

BLACK Supplies Included NO **COLOR Supplies Included** NO

| | | |
|------------------|-----------------------------------------------------------------------------------------------------------|---------------------------------------------|
| AGREEMENT NUMBER | <p>All amounts exclusive of applicable taxes</p> <p>THIS AGREEMENT CANNOT BE TERMINATED EARLY.</p> | SALES REPRESENTATIVE Sergio Gomez |
|------------------|-----------------------------------------------------------------------------------------------------------|---------------------------------------------|

Additional Terms and Conditions on Second Page. Other Agreed Upon Addendum(s) include:

A B C

| | | | | |
|---------------|---------------------------------------------------------------------------------------------------------|----------------------|---------------|--------------|
| Meters | <input checked="" type="checkbox"/> Merlin <input type="checkbox"/> Fax <input type="checkbox"/> e-Mail | Meter Contact | e-mail | Fax # |
|---------------|---------------------------------------------------------------------------------------------------------|----------------------|---------------|--------------|

During the term of this Agreement, Owner may substitute and/or change the tools and equipment that it uses in providing the images and other solutions being provided to Customer. In these situations, Owner will explain the changes to Customer and Customer will sign an updated schedule incorporating the changes to the equipment and related products in the Customer's possession and/or being used to provide the solution. In addition, if customer's needs and/or the available technology changes dramatically, either party may initiate discussions to revise this Agreement; provided that any such change must be mutually agreed to in a new agreement or amendment signed by authorized individuals on behalf of both Customer and Owner.

| CUSTOMER ACCEPTANCE | OWNER ACCEPTANCE |
|---------------------|------------------|
|---------------------|------------------|

By signing below customer certifies that all conditions and terms of this agreement on the first and second page have been reviewed and acknowledged. By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial message calls, text messages, and calls made by an automatic telephone dialing system from Owner and its affiliates and agents. This Express Consent applies to each such telephone number that customer provides to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

| | | |
|------------------------------------------------------|-----------------|-------------------------------|
| Company Name: City of Corpus Christi | Federal Tax ID: | Owner: UBEQ, LLC |
| By (Please Print): Josh Chronley | | By: <i>John Borja</i> |
| Signature: | | Signature: <i>[Signature]</i> |
| Title: Asst. Director of Finance- Procurement | Date: | Title: COO |
| | | Date: 2/25/22 |

DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted. All conditions and terms of this agreement have been reviewed, acknowledged and are now irrevocable and unconditional.

| | |
|--------------------|--------|
| By (Please Print): | Title: |
| Signature: | Date: |

UMANAGE RENTAL AGREEMENT
TERMS and CONDITIONS

1. **Ownership and Use of System:** Owner is the sole owner and title holder to the "System". The "System" shall mean all hardware (and, except as limited by section 10 below, software) included on the uManage Rental Agreement. Customer agrees to keep the System and associated products free and clear of all liens and claims. Customer agrees that the System and associated products will be used solely for business purposes and not for consumer purposes or personal use and that the Customer's location is a business address.
2. **Payment:** Monthly payments will begin on the Commencement date. The Customer agrees to pay Owner the base payment which includes the minimum base image allowance when due. The Customer also agrees to pay a charge for each image in excess of the image allowance. The base payment and the charge for overages are as indicated on the first page of this Agreement. If any payment is more than ten days late, the Customer agrees to pay a fee of up to 15% or \$29 (whichever is greater) on the overdue amount, but not to exceed the maximum amount allowed by law. The Customer also agrees to pay \$35 for each check that the bank returns for insufficient funds or for any other reason. At the end of the first year of this Agreement, and once each successive twelve month period thereafter, Owner may increase the base payment and the Excess Per Image charges by an amount not to exceed 6% of the then current payment and charges. The Customer's obligation to pay the base payments and its other obligations hereunder is absolute and unconditional and is not subject to cancellation, reduction, setoff or counterclaim. THIS AGREEMENT IS NON-CANCELABLE.
3. **Excess Images:** Customer will submit true and accurate System meter readings to Owner for the System by the end of the second workday of each billing period in any reasonable manner requested by Owner, including an automated collection system. If Customer fails to submit meter readings, Owner may estimate meters and generate invoicing based upon the estimated meter readings.
4. **Term and Transition Billing:** This Agreement is binding upon Customer on the date Customer signs the Agreement. The Agreement is effective on the date Customer signs the Delivery and Acceptance ("Effective Date"). The term of the Agreement begins on date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Term" on the first page of this Agreement. Customer agrees to pay an interim base payment in the amount of 1/30 of the monthly base payment, for each day from and including the Effective Date until the day preceding the Commencement Date.
5. **Upgrade and Downgrade Provision:** Owner may review your image volume and, in its discretion, propose options for upgrading or downgrading to accommodate your needs.
6. **Taxes and Fees:** This is a net agreement. In addition to rent, the Customer agrees to pay all taxes, fees, and filing costs related to the use of the System, even billed after the end of the Agreement. Owner will file property tax returns and bill the Customer as soon as an invoice from the local jurisdiction is received. Owner has the option to estimate any taxes due for the year and bill the Customer monthly in advance on the basis of that estimate. The Customer agrees that if Owner pays any taxes or charges on the Customer's behalf, Customer will reimburse Owner for all such payments and will pay Owner a fee for collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities. The Customer will indemnify Owner on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of the Customer's acts or omissions. Owner may charge Customer a reasonable fee to cover documentation and investigation costs. Any fee charged under this agreement may include a profit.
7. **UCC Filing:** The Customer authorizes Owner or its assignee to sign any documents in connection with the Uniform Commercial Code ("UCC") on the Customer's behalf. The Customer authorizes Owner to insert the serial number(s) of the System in this Agreement (including any schedules) and in any filings. In order to protect our rights in the System, Customer grants the Owner a security interest in the System if this Agreement is deemed a secured transaction and Customer authorizes Owner to record a UCC-1 financing statement or similar instrument, and appoint Owner as its attorney-in-fact to execute and deliver such instrument, in order to show Owner's interest in the System.
8. **Collateral Protection, Liability and Insurance:** The Customer is responsible for any damage to or loss of the System and any losses or injury caused by the System. The Customer promises to keep the System fully insured against loss until the Agreement is paid in full and maintain insurance that protects Owner from liability for any damage or injury caused by the System or its use. The Customer promises to provide Owner with evidence of the insurance, showing Owner as the loss payee for the full replacement value of the System and additional insured for public liability and third party property insurance, upon request. If Customer fails to provide such evidence within 30 days after the commencement of this Agreement, Owner has the option, but not the obligation to do as provided in either (A) or (B) as follows, as determined in Owner's discretion: (A) Owner may secure property loss insurance on the System from a carrier of Owner's choosing in such forms and amounts as Owner deems reasonable to protect Owner's interests. If Owner secures insurance on the System, Customer will not be named as an insured party, Customer's interests may not be fully protected, and Customer will reimburse Owner the premium which may be higher than the premium Customer would pay if Customer obtained insurance, and which may result in a profit to Owner through an investment in reinsurance. If Customer is current in all of its obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance Owner obtains pursuant to this subsection (A) will be applied, at Owner's option, to repair or replace the System, or to pay Owner the remaining payments due or to become due under this Agreement, discounted at 2% per annum; or (B) Owner may charge Customer a monthly damage surcharge of up to .0035 of the System cost as a result of Owner's credit risk and administrative and other costs, as would be further described on a letter from Owner to Customer. We may make a profit on this program. NOTHING IN THIS PROVISION WILL RELIEVE CUSTOMER OF THE RESPONSIBILITY FOR LIABILITY INSURANCE ON THE SYSTEM. Owner may file claims and endorse insurance checks on the Customer's behalf.
9. **Indemnity:** After installation, Owner is not responsible for any losses or injuries caused by the use or possession of the System. Customer agrees to hold Owner harmless and reimburse Owner for loss and to defend Owner against any claim for losses or injury caused by the System. This indemnity obligation will continue after the termination of this Agreement if the loss or injury occurred during the term of the Agreement. The Customer agrees to reimburse Owner for and defend Owner against any claims, for losses or injuries caused by the System, unless such losses or injuries are caused by the gross negligence or willful misconduct of Owner. IN NO EVENT SHALL OWNER BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES.
10. **Maintenance and Care of Owner's System:** The Customer agrees to install, use and maintain the System in accordance with the dealer specifications and use only those supplies supplied or approved by UBEO LLC which meet manufacturer specifications. Customer agrees to maintain the System in good working condition, eligible for manufacturer's certification, normal wear and tear excepted. Maintenance provided by UBEO LLC is non-cancelable for the term of the agreement for the listed System. Maintenance includes and is limited to: parts repair or replacement and associated labor, for service required as a result of normal wear and tear. Supplies (toner and developer in colors, black, cyan, magenta and yellow) and waste toner bottles are included at no additional charge. Toner usage is based on manufacturer's suggested yields. Excess usage can be billed when suggested yields are exceeded. Throughput materials (paper stocks, staples, etc.) and toner and developer in colors clear, gold, silver and white are NOT included. Work associated with Customer's Information Technologies not listed on this Agreement, including but not limited to Software, Computers, Data Files and Network is not covered by the Owner,
- and is billable to Customer. Owner is not responsible for any damage to Customer's information Technology Systems. Customer is responsible for all Software Agreements and Owner is not a party to any such licensing but will include such software as part of the Agreement. Owner does not own any software and cannot transfer any interest in it to Customer. In accordance with this agreement, within 10 days of the expiration or earlier termination, for whatever reason, of the Agreement, Customer will deliver the System to Owner in good condition and repair, except for normal wear and tear.
11. **Location of System:** The Customer will keep the System at the location specified in this Agreement. The Customer must obtain Owner's written permission to move the System. The Customer will allow Owner or its agents to inspect the System at any reasonable time wherever it is located.
12. **Assignment:** THE CUSTOMER HAS NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE SYSTEM OR THIS AGREEMENT. Owner may sell, transfer or assign this Agreement without notice and if Owner does, the assignee will have the same rights and benefits Owner has and will not have to perform any of "Owner's" obligations. UBEO LLC will retain those obligations and Customer agrees that the rights of the assignee will not be subject to any claims, defenses or setoffs the customer may have against the Owner.
13. **Warranty Disclaimer:** OWNER MAKES NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE SYSTEM IS FIT FOR A PARTICULAR PURPOSE OR THAT THE SYSTEM IS MERCHANTABILITY. OWNER TRANSFERS TO CUSTOMER ANY WRITTEN WARRANTIES MADE BY THE VARIOUS MANUFACTURERS REPRESENTED IN THIS AGREEMENT. CUSTOMER AGREES CUSTOMER HAS SELECTED THE SUPPLIER AND EACH ITEM OF SYSTEM AND ASSOCIATED PRODUCTS BASED UPON ITS OWN JUDGMENT AND DISCLAIMS ANY RELIANCE UPON ANY ORAL STATEMENTS OR REPRESENTATIONS MADE BY OWNERS. CUSTOMER WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE CUSTOMER'S OBLIGATIONS TO OWNER UNDER THIS AGREEMENT.
14. **Default and Remedies:** The Customer will be in default if any of the following occurs: (i) Customer does not pay any amount under this Agreement or other sum due to Owner or any other entity; (ii) Customer breaches any other term of this Agreement or any other agreement with Owner or any material agreement with any other entity; (iii) Customer or any guarantor dies, dissolves or terminates existence; (iv) Customer makes or has made false statement or misrepresentation to Owner; (v) there has been a material adverse change in Customer or any guarantor's financial, business or operating condition; (vi) any guarantor defaults under any guaranty for this Agreement; (vii) Customer or any guarantor becomes insolvent or unable to pay its debts when due; Customer stops doing business as going concern; Customer merges, consolidates, or transfers all or substantially all of its assets; or (viii) Customer makes an assignment for the benefit of its creditors or voluntarily file or have filed against it an action under any bankruptcy proceedings. If the Customer defaults, Owner can take the following remedies: a) terminate this Agreement; b) require Customer to pay 1) all past due amounts hereunder and 2) all remaining payments for the unexpired term, discounted to present value at a 2% discount rate; c) require Customer to return the System to Owner at the Customer's expense; or d) exercise any other remedy available at law or equity. The Customer promises to pay Owner's reasonable attorney fees and any cost associated with enforcement of this Agreement. Customer also agrees to pay interest on all past due amounts, from the due date, at 1.5% per month. This action will not void the Customer's responsibility to maintain and care for the System, nor will Owner be liable for any action taken on any third party's behalf.
15. **Business Agreement and Choice of Law:** THE CUSTOMER AGREES THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE APPLICABLE LAW OF THE STATE IN WHICH OWNER (OR, IF ASSIGNED BY OWNER, OWNER'S ASSIGNEE) MAINTAINS ITS PRINCIPAL OFFICES, AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. OWNER (AND ITS ASSIGNEE) AND CUSTOMER WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT AND WAIVE ANY RIGHT TO TRANSFER VENUE.
16. **Renewal and Return of System:** After the Minimum Term, as defined by the Agreement and any written extension thereof, this Agreement will automatically renew on a twelve (12) month basis unless 1) the Customer notifies Owner in writing not less than 90 days prior to the expiration of the Minimum Term or extension of its intention to return the System and 2) the Customer returns the System as provided below. Provided the Customer has given such timely notice, it shall return the System, freight and insurance prepaid, to Owner in good repair condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by Owner. The Customer must pay any additional rents due until the System is received in good working condition by Owner or its agents. Customer is responsible for protecting and removing any confidential data/images stored on the System prior to its return for any reason. Customer may not terminate this Agreement early without Owner's consent.
17. **Other Rights:** The Customer agrees that Owner's delay, or failure to exercise any rights, does not prevent Owner from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the agreement shall be modified to the minimum extent as permitted by law. The terms of this Agreement supersede any related Purchase order.
18. **UCC-2A Provisions:** Customer waives any and all rights and remedies granted to Customer under Sections 2A-508 through 2A-522 of the UCC and agrees that this Agreement, in the hands of Owner's assignee, is, or shall be treated as, an agreement of the type defined in Section 103(1)(g) of Article 2A of the UCC.
19. **Entire Agreement:** This Agreement represents the entire Agreement between Owner and the Customer regarding the financing of the System. Neither Owner nor the Customer will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both parties.
20. **MISCELLANEOUS:** Any change in any of the terms and conditions of this Agreement must be in writing and signed by Owner. Customer agrees, however, that Owner is authorized, without notice to Customer, to supply missing information or correct obvious errors in this Agreement. A fax or electronically transmitted version of Customer's signature on this Agreement when received by Owner shall be binding upon Customer as if originally signed. The parties agree that this Agreement and any related documents may be authenticated by electronic means. Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents that Customer executed or authenticated by electronic means. However, this Agreement shall be binding on Owner when signed by Owner. Both Customer and Owner agree that the version of this Agreement with Owner's original signature shall constitute the original authoritative version. Within 30 days after Owner's request, Customer will deliver all requested information (including tax returns) which Owner deems reasonably necessary to determine Customer's current financial condition and faithful performance of the terms hereof.