

These are the additional terms and conditions which shall govern this transaction, the "Agreement."

- 1. PURCHASE PRICE AND PAYMENT.** You agree to purchase the unit(s) of equipment and supplies (the "Equipment", "Listed Items"), as indicated and in the condition noted on

  - (a) The total purchase price specified in the Agreement, including sales taxes and delivery/installation charges, is due and payable in accordance with the payment terms of this Agreement.
  - (b) Delivery/installation charges, are included as part of the purchase price. You are responsible for payment of sales or use taxes if applicable, even if not specified in this Agreement.
  - (c) In addition to the amounts shown in this Agreement, you shall pay CSA's rates for any special rigging for delivery and installation when CSA notifies you of in advance, subject to your approval.
  - (d) CSA will, at no additional charge, install all Equipment in accordance with its normal practices and requirements. Maintenance and any other post-installation support of Equipment, is not covered by this Agreement, and will only be provided by CSA if a separate maintenance agreement is entered into and to the extent provided therein.
  - (e) CSA reserves the right to withhold shipment of the Listed Items (i) until you make full payment of the total price specified in this Agreement when due If at any time prior to shipment, CSA discovers any mistake in pricing or Equipment configuration for any Listed Item(s), CSA reserves the right to notify you of the mistake in writing, and such notification will constitute the non-acceptance of this Agreement by it with respect to such Listed Items without liability.
- 2. LIMITED WARRANTY.** Upon receipt of payment due, title to the referenced Equipment will be transferred to Customer. CSA warrants that such title shall be free and clear of any liens created by or through CSA. Equipment is provided with a 90 day end user limited warranty from CSA, which shall include either: Canon authorized service or a like for like replacement of the defective device. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT SUCH WARRANTIES DO NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE LISTED ITEMS.
- 3. DATA.** You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on your behalf and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) 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 you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (x) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (y) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 3 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.
- 4. SECURITY; LATE PAYMENT.** As security for the payment of all amounts due to CSA, you hereby grant to CSA a security interest in the Listed Items. To the extent permitted by applicable law, you hereby authorize CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Listed Items. Without limiting any of CSA's right and remedies under applicable law, if your payment is returned due to insufficient funds, you shall pay CSA's declined transaction processing fee of \$100 per declined transaction.
- 5. WARRANTY OF BUSINESS PURPOSE.** You represent and warrant that that the Listed Items will not be used for personal, family or household purposes.
- 6. LIMITATION OF LIABILITY.** CSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7. CHOICE OF LAW AND FORUM.** THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS YOU COMMENCE AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM. ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.
- 8. GENERAL.** This Agreement shall be binding on you upon your signature and on CSA upon the delivery of any of the Listed Items. All provisions of this Agreement including Section 3, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. This Agreement, together with any related CSA credit application, constitutes the entire agreement between the

parties with respect to the furnishing of the Listed Items, superseding all previous proposals and agreements, oral or written. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement not contained in this Agreement shall be binding upon CSA as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by you and a designated representative of CSA. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by either party without the other party's prior written consent, and any attempted assignment without such consent, which shall not be unreasonably withheld, shall be void; You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth on the original of this Agreement. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.