

EQUIPMENT FINANCE AGREEMENT

AGREEMENT NO: 1

The words **Debtor, you** and **your** refer to **Customer**. The words **Secured Party, we, us** and **our** refer to **United Data Technologies, Inc. ("UDT")**.

CUSTOMER INFORMATION

FULL LEGAL NAME The District School Board of Hernando County, Florida			STREET ADDRESS 919 N. Broad Street	
CITY Brooksville	STATE FL	ZIP 34101-2397	PHONE 352-797-7006	FAX
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)			E-MAIL	
BILLING STREET ADDRESS (IF DIFFERENT FROM CUSTOMER ADDRESS ABOVE)		CITY	STATE	ZIP

EQUIPMENT / SERVICES / SOFTWARE SERIAL NO(s).

2,035 HP ProBook 450 w/touchscreen	As more fully described on the Attachment A
204 HP X360 1030 Laptops with Docking Station	As more fully described on the Attachment A

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

Amount Financed	Term	Billing Frequency	Payment
\$2,511,528.00	__ 4 Years	Annually in Advance	\$699,570.61

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto. Approved as to Form

The District School Board of Hernando County, Florida *Nancy McClain Affonso*
 CUSTOMER (AS REFERENCED ABOVE) SIGNATURE TITLE

General Counsel, HCSB

FEDERAL TAX IDENTIFICATION NUMBER PRINT NAME DATED

SECURED PARTY ACCEPTANCE

United Data Technologies, Inc.
 SECURED PARTY SIGNATURE TITLE DATED

1. AGREEMENT: For business purposes only, you have requested that we finance the purchase price of the goods and/or to finance certain licensed software and services all as described on page 1 of this Agreement, as it may be supplemented from time to time (the "Equipment"). You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. This Agreement will begin on the date when the Equipment is delivered to you and the Equipment will be deemed irrevocably accepted by you (the "Acceptance Date") upon the earlier of: a) the delivery to us of a signed Delivery and Acceptance Certificate; or b) 10 days after delivery of the Equipment to you if previously you have not given written notice to us of your non-acceptance. If the Acceptance Date is other than on the first day of the month, then an interim Payment in an amount equal to an interest only payment for the period from the Acceptance Date through but not including the first day of the following month will be due upon invoicing. The Term will start on the first of the month following the Acceptance Date, unless the Acceptance Date is the first day of the month, in which case the Term will start on the Acceptance Date. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. This Agreement may not be prepaid.

2. PAYMENT, TAXES AND FEES: You will pay the Payments (as adjusted) when due. You reasonably believes that, as of the effective date of this Agreement, legally available funds in an amount sufficient to pay all Payments can be obtained. You will do all commercially reasonable things within your power to obtain, maintain, and properly request and pursue funds from which the rental payments may be paid including: (i) making provisions for the rent payments to the extent necessary in each annual budget submitted for the purpose of obtaining funding; (ii) using your best efforts to have such portion of the budget approved; and (iii) exhausting all available means in the event such portion of the budget is not approved. If either no funds or insufficient funds are appropriated for the rental payments due hereunder, then you shall have the right to terminate this Agreement effective upon the start of the fiscal year for which such funding was not received. You must give us ninety days notice of any such termination and will provide a written certification that funds have not been appropriated and that such nonappropriation did not result from any act or failure to act by you. The parties understand and intend that your obligation to pay the Payments hereunder shall constitute a current expense of yours and shall not in any way be construed to be a debt of yours in contraventions of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by you, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies. Other than as set forth above in this Section 2, your obligations (i) to pay the Payments and all other amounts due hereunder and (ii) to perform all other obligations hereunder are absolute, non-cancellable and unconditional and are not subject to any abatement, reduction, set-off, defense, counterclaim, interruption, deferment or recoupment for any reason. The base Payment and the Amount Financed may be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges differ from the estimate given to you; and/or (3) if a down payment or

deposit is deducted. You are the owner of the Equipment, and you agree to pay when due (or reimburse us as appropriate) all property, sales, use, excise and other taxes (now or hereafter levied on or assessed against the Equipment or this transaction), assessments, levies, imposts, duties and charges, of any kind or nature, imposed upon the Equipment or for its use or operation or upon this Agreement. You are responsible for the preparation and filing of personal property tax returns. At our option, we may discharge taxes, liens or other encumbrances at any time levied or placed on the Equipment, may pay for insurance on the Equipment and may pay for the maintenance and preservation of the Equipment, and you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you a fee for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. We may make a profit on any fees and other charges paid under this Agreement. The Payment on this Agreement has been calculated, in part, using an interest rate tied to the current yield of a comparable term Interest Rate Swaps as reported in Barchart dated 9/15/2022. The Payment is subject to change in the event that (1) Equipment has not been delivered and (2) Delivery and Acceptance Certificate has not been executed within 30 days from the above referenced barchart.com date, and Interest Rate Swap yields increase by 10 or more basis points (1/10th per cent) or Secured Party has determined that there is an adverse change in Customer's credit standing, or a material adverse change in the financial business operations, properties, assets or prospects of the Customer.

3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST: At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree in writing. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. In the event the Equipment is transferred, you are solely responsible for removing any data that may reside in the Equipment, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1) or be named on the vehicle title to show our interest. You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original Equipment cost until this Agreement is terminated. You will also provide and maintain public liability and third party property insurance naming us as an additional insured in an amount not less than \$1,000,000 per occurrence covering you, the Equipment and its use. You will provide 10 days' advance written notice to us of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, use, condition, inspection, removal, return or storage of the Equipment and any defects therein. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term discounted at 2%. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR LEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement, (f) neither you (nor any guarantor of your obligations under this Agreement) will allow (or suffer) a change in its controlling ownership from the date of this Agreement without our prior written consent. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Article 9 of the UCC and any other law, including requiring that you: (1) deliver the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items (defined herein below). In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's 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. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement, and you will be responsible for any deficiency after such application. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that your rights and remedies are governed exclusively by this Agreement. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. FINANCED ITEMS; SOFTWARE, SERVICES: You may have elected to finance certain licensed software ("Software") and/or services, including but not limited to training, installation, maintenance, custom programming, technical consulting and support services ("Services") (together with the Software, the "Financed Items", which are included in the word "Equipment" unless separately stated). You grant us a security interest in your rights (including any rights as a licensee) in the Software to secure all amounts you owe us under any agreement with us. Ownership of any Software shall remain with the licensor thereof and your rights with respect to such Software shall be governed by a separate license agreement between you and the licensor, which shall not be affected by this Agreement. Any Services shall be performed by a service provider unrelated to us. **IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PERFORM ANY SERVICES, AND ANY FAILURE OF SUCH SERVICE PROVIDER TO PROVIDE ANY SERVICES FINANCED HEREUNDER SHALL NOT EXCUSE YOUR OBLIGATIONS TO US. WE SHALL NOT BE LIABLE TO YOU, NOR SHALL THERE BE ANY ABATEMENT OR SETOFF IN YOUR PAYMENTS, FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED BY ANY FINANCED ITEMS.** Upon the happening of a default, in addition to all other remedies provided for under this Agreement, we shall have the right to cause the termination of all Financed Items.

8. USA PATRIOT ACT NOTICE; FAXED, SCANNED, OR E-SIGNATURE DOCUMENTS; MISCELLANEOUS: 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 customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. The parties agree that the written version of this Agreement containing the original, fax, or machine copy signatures may represent the original authoritative version, and that the electronic version of this Agreement which has been authenticated by you and us in accordance with applicable law and controlled by us (or any new owner identified per Section 5) shall (pursuant to the rules and regulations of eOriginal, Inc.) constitute the original authoritative version of this Agreement; provided that if the "Paper Out" process shall have occurred pursuant to the eOriginal Product Reference Guide, and there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this Agreement, then the "Paper Out" printed version of this Agreement as identified in the eOriginal audit record and corresponding affidavit will constitute the sole authoritative version. Both parties agree that this Agreement may be authenticated by electronic means, and expressly consent to the use of the electronic version of this Agreement to embody the entire agreement and the understanding between you and us. All reference to eOriginal means eOriginal, Inc., Baltimore, MD, or any successor electronic custodian appointed by us. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our agents. These calls and messages may incur access fees from your provider. Within 30 days after our request, you will deliver all requested information which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. You warrant to us and our assignee(s) that the person signing this Agreement for you has the authority to do so and to act on behalf of and to bind the Debtor, and the execution of this Agreement and any related documents represent the legally binding and enforceable obligations of the Debtor. Upon request, you will provide a secretary's certificate of incumbency and authority for such signer,

9. WARRANTY DISCLAIMERS AND UCC WAIVER: **YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO 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, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY,**

ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY OTHER ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

NO RIGHTS OR REMEDIES REFERRED TO IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE WILL BE CONFERRED ON CUSTOMER.

ARTICLE 2A MAY APPLY TO AN EQUIPMENT FINANCE AGREEMENT AND CUSTOMER MAY HAVE CERTAIN RIGHTS THEREUNDER. IF SO, CUSTOMER ACKNOWLEDGES THAT SUCH AN AGREEMENT IS A FINANCE LEASE AS DEFINED IN UCC SECTION 2A-103. TO THE EXTENT PERMITTED BY LAW, CUSTOMER HEREBY WAIVES ANY RIGHTS OR REMEDIES CUSTOMER MAY HAVE UNDER UCC SECTIONS 2A-508 THROUGH 522 INCLUDING, WITHOUT LIMITATION, RIGHTS OF REJECTION, REVOCATION, CANCELLATION, AND RECOVERY FOR BREACH OF WARRANTY.

10. LAW, JURY WAIVER: Agreements, promises and commitments made by us, concerning loans and other credit extensions must be in writing, express consideration and be signed by us to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with California law. You consent to jurisdiction and venue of any state or federal court in California and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

**DELIVERY AND CERTIFICATE OF ACCEPTANCE
TO EQUIPMENT FINANCE AGREEMENT NO. 1
BETWEEN The District School Board of Hernando County, Florida (“CUSTOMER”)
AND United Data Technologies, Inc. (“SECURED PARTY”)**

This Certificate of Acceptance is given in connection with the above-referenced Agreement. All capitalized terms used but not defined herein have the meanings assigned in the Agreement.

Pursuant to the Agreement, you hereby confirm, represent, warrant and agree to and for the benefit of us and our assignee(s) that (i) all of the Equipment has been delivered to you at the Equipment Location set forth in the Agreement and has been installed, tested and inspected by you or duly authorized representatives of Customer, (ii) the Description of the Equipment set forth in the Agreement is complete and correct, (iii) the Equipment is exactly what you ordered, is in good working order, is satisfactory in all respects and has been unconditionally accepted by you as of the Date set forth below, and (iv) there has been no adverse change in the business or financial condition of you or any guarantor of the Agreement since the day of your most recent financial statement or any guarantor was submitted to us.

Acceptance Date: _____

Customer: The District School Board of Hernando County, Florida

BY: _____

TITLE: _____

DATE: _____

**CERTIFICATE OF INCUMBENCY
FOR
THE DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA (“CUSTOMER”)**

The undersigned officer of the Customer certifies to the following:

- I am an officer of the Customer having access to the original books and records of said company and I am authorized to make and deliver this certificate.
- The representatives of the Customer named below have been duly appointed to and currently hold the position of the Customer set forth opposite their name.
- The representatives designated below have been given authority to act on behalf of and to bind the Customer with respect to lease / financing transactions entered into between Customer and Lessor / Secured Party.
- The following are genuine signatures of said representatives or of an individual authorized to sign on behalf of the representative.

Print Name

Signature

Title

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IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 202_.

BY: _____
NAME: _____
TITLE: _____

(This Certificate must be certified by another officer other than the above-authorized signer(s).)

Customer: The District School Board of Hernando County, Florida

Agreement No: 1

Equipment Located At: Various - TBD

<u>Qty</u>	<u>Model</u>	<u>Description</u>	<u>Serial Number</u>
2035	HP Probook 450 - 4D3X1AV	HP IDS UMA i5-1235U 450 G9 BNBPC	TBD
2035	HP Care Pack - UK720E	Electronic HP Care Pack NBD HW Support w/ADP - 4 years w/8% of installed Base w/Rollover	
2035	UDT-LCS	UDT Life Cycle Services	
204	HP x360 1030 Laptops - 1G7F2AV	HP IDS UMA i-5-1135G7 16GB 1030 G8 BNBPC	TBD
204	HP Care Pack - H8F15E	Electronic HP Care Pack NBD HW Support w/ADP - 4 years w/8% of installed Base w/Rollover	
204	Logitech Logi Dock for Teams	Docking Station - HDMI, DP - 230 Watt	TBD
204	UDT-LCS	UDT Life Cycle Services	

Customer Initial: _____

Secured Party Initial: _____