



Installment Payment Agreement Reference 500-50693701 (Support Only)

Send Email Invoicing to:

OBLIGOR	Full Legal Name Fort Bragg, City of	Tax ID#	Phone Number
	Billing Address 416 N Franklin St, Fort Bragg, CA 95437		Purchase Order Requisition Number
	System Location (if not same as above)	County	Send Invoice to Attention of:

SYSTEM INFORMATION	Software/Support Information: See attached supplier quote/invoice number <u>00014431</u> dated <u>12/06/2024</u> , referenced solely for descriptive purposes. No other term or condition thereof is incorporated into this agreement or binding upon Payee.
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PAYMENT INFORMATION	Number of Payments	Payment	Term (in Months):	Payment Frequency:	Total Financed Amount:
	3	\$10,706.82	36	Annually	\$29,370.60
			Security Deposit (PLUS)	First Period Payment (PLUS)	Other (EQUALS)
			+	+	=

1. Agreement: You ("Obligor") agree to pay us ("Payee"), pursuant to this Agreement, the installment payments identified above for the System (defined as the software ("Software") and the right to receive consulting, maintenance and other related services (collectively, "Support") listed above). IF THIS AGREEMENT HAS BEEN PROVIDED TO OBLIGOR ELECTRONICALLY AND OBLIGOR WISHES TO ENTER INTO THIS AGREEMENT ELECTRONICALLY, OBLIGOR'S ELECTRONIC SIGNATURE WILL CONSTITUTE OBLIGOR'S ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. Obligor authorizes us to adjust your payment by up to 15% if the System cost and/or included taxes and charges differ from the estimates upon which we calculated the installment payments. The Payments are based on like term SWAP interest rates as published in the ICE Report Center daily update referencing USD Rates 1100 (<https://www.theice.com/marketdata/reports/180>). Unless we have provided you with a written commitment to the contrary, you hereby authorizes us to adjust the Payments, on or before the date on which we accept the Agreement, in accordance with any change in the like term SWAP rate, to preserve our implicit finance rate as of the date the Payment was quoted. Obligor is deemed to have unconditionally and irrevocably accepted the System on the date Obligor executes this Agreement (the "Commencement Date") provided, however, this Agreement shall not be binding on Payee until the earlier of (a) the date Payee signs the Agreement or (b) activates the Agreement by booking it as reflected in Payee's books and records. This Agreement commences on the Commencement Date and the periodic payments ("Payments") shall be payable in advance beginning on the Commencement Date or any later date Payee may designate and thereafter until all amounts are fully paid. Obligor irrevocably directs and authorizes Payee to fund the supplier(s) in full for the System, even though some or all of the System may not have been delivered, performed, installed and/or tested. If we designate the Payments to begin later than the Commencement Date, you will pay an interim payment for the System's use for the period from the Commencement Date until the first Payment due adate, based on the Payment amount, the number of days in the period, and a year of 360 days. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTERCLAIM FOR ANY REASON WHATSOEVER, INCLUDING WITHOUT LIMIT: (a) FAILURE BY ANY SUPPLIER TO DELIVER OR DELAY IN DELIVERY OF THE SYSTEM; (b) DEFECTS IN THE SYSTEM; OR (c) UNSUITABILITY OF THE SYSTEM FOR OBLIGOR'S PURPOSES. You agree to pay us a fee of \$99.95 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the Agreement term. Security deposits are non-interest-bearing, unless otherwise required by law, and may be applied to cure a default. If you are not in default, we will return the deposit to you at Agreement termination. You will pay us a late charge of 5% of the payment or \$10, whichever is greater, on any payment not made when due. Such amount shall be payable in addition to any and all amounts or monies payable by you as a result of the exercise of any of the remedies herein provided. We may charge you a fee of \$25 for any check that is returned. YOU ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION HEREOF.

2. Warranty Disclaimer, Use and Maintenance: WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. To the extent made to us, we transfer to you any manufacturer or provider warranties for the System. You are required at your cost to keep the System in good working condition and to pay for all supplies and repairs. If the System includes the cost of Support provided by a third party, you agree that we are not responsible to provide the Support and you will make all Support claims against the third party. You agree that any Support or Software claims will not impact your obligation to pay all payments when due.

3. Assignment: You may not transfer, sell, sublease, assign, pledge or encumber either the System or any rights herein without our prior written consent. You agree that we may sell, assign, or transfer

this Agreement and our interest in the System, or any portion thereof, without your consent and the transferee will not have to perform any of our obligations and the rights of the transferee will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

4. Taxes: You are responsible for and agree to pay when due, either directly or as reimbursement to us, and indemnify us against, all taxes (i.e., sales, use and personal property taxes) and charges in connection with the purchase, ownership and use of the System except for taxes or charges included in the Total Financed Amount.

5. Insurance: You are responsible for the risk of loss or destruction of, or damage to the System. You will (i) keep the System insured against all risks of loss or damage for an amount equal to the replacement cost, (ii) list us as the insurance sole loss payee, and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain insurance against theft and physical damage and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance and name us as an additional insured with coverages and amounts acceptable to us.

6. Default and Remedies: You are in default under this Agreement if: a) you fail to pay any amount when due; b) you breach any other obligation under this Agreement or any other agreement with us; c) you, your owner(s) or any guarantor(s) are listed on a US or foreign government sanctions list or are subject to sanctions therefrom. If you are in default we may: (i) declare the entire balance of unpaid payments for the full term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Agreement, with future payments discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Agreement term, all as reasonably determined by us, or (B) 3% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) require that you immediately return the System to us or we may peaceably repossess it if you fail to return it to us, and/or (v) cause any Software or Support provider to terminate, as applicable, all of your rights to use or have available, as applicable, any or all of Software and/or Support, and you acknowledge that Cisco Systems, Inc., or any affiliate thereof (collectively, "Cisco"), as third party beneficiary of this provision, may terminate your right to use any or all Cisco Software and/or Cisco Support under any Software or Support arrangement, without liability for any reason whatsoever. Any return or repossession will not be considered a termination or cancellation of this Agreement. You remain liable for any deficiency with any excess being retained by us.

7. Miscellaneous: This Agreement shall be governed and construed in accordance with the laws of state of New York, and, as applicable, the Electronics Signatures in Global and National Commerce Act. YOU CONSENT TO JURISDICTION, PERSONAL OR OTHERWISE, IN ANY STATE OR FEDERAL COURT IN NEW YORK. YOU AND WE HEREBY WAIVE A TRIAL BY JURY IN ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT. You agree that the System will only be used for business purposes and not for personal, family or household use. You agree that this Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the System during the Agreement term. You authorize us to contact you about your accounts in any way, including at any number or email address at which we believe we can reach you, even if you are charged for such contact by a provider. For information about our privacy practices, please review our privacy statement at lesseedirect.com/us/privacy.

OBLIGOR	You agree that this is non-cancelable.		
	Signature	DOB	Date
	Title	Print Name	
	Obligor (Full Legal Name): Fort Bragg, City of		

PAYEE	Cisco Systems Capital Corporation	
	Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
	PHONE: (866) 247-2680 • FAX: (877) 247-2690	
Commencement Date	Agreement Number	
Accepted By:		

GUARANTY	I unconditionally guaranty prompt payment of all the Obligor's obligations. Payee is not required to proceed against the Obligor or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Obligor and the release and/or compromise of any obligations of the Obligor or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Payee. This guaranty is governed by and constituted in accordance with the laws of the State of New York, and, as applicable, the Electronic Signatures in Global and National Commerce Act. I CONSENT TO EXCLUSIVE JURISDICTION IN ANY STATE OR FEDERAL COURT IN NEW YORK. PAYEE AND I HEREBY WAIVE TRIAL BY JURY. IF THIS GUARANTY HAS BEEN PROVIDED ELECTRONICALLY AND ANY GUARANTOR WISHES TO ENTER INTO THIS GUARANTY ELECTRONICALLY, SUCH GUARANTOR'S ELECTRONIC SIGNATURE WILL CONSTITUTE SUCH GUARANTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY.		
	Signature	Name of Guarantor	Date

22CSC299v1

CISCO FISCAL FUNDING ADDENDUM

INFORMATION	Lessee/Obligor (full legal name) <u>Fort Bragg, City of</u> ("Customer")
	DBA (if any) _____ Lessor/Payee/Seller <u>Cisco Systems Capital Corporation</u> ("Company")
	Lease/Installment Payment Agreement/Contract No. <u>500-50693701</u> dated _____ (the "Agreement")
	Master Lease Agreement/Master Installment Agreement No./Master Rental Agreement (if any) _____

This Fiscal Funding Addendum ("Addendum"), dated as of _____, 20_____, is made part of and amends the above-referenced Agreement by and between Company and the above-referenced Customer. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

Customer warrants that it has funds available to pay all rents or installment payments, as applicable ("Payments") payable under the Agreement until the end of Customer's current appropriation period. If Customer's legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and Customer does not otherwise have funds available to lawfully pay the Payments (a "Non-Appropriation Event"), Customer may, subject to the conditions herein and upon prior written notice to Company (a "Non-Appropriation Notice"), effective sixty (60) days after the later of Company's receipt of same or the end of the Customer's current appropriation period (the "Non-Appropriation Date"), terminate the Agreement and be released of its obligation to make all Payments coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Addendum, Customer shall (i) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (ii) deliver to Company an opinion of Customer's counsel (addressed to Company) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (iii) on or before the Non-Appropriation Date return the Equipment to Company at a location designated by Company, in the condition required by, and in accordance with the return provisions of the Agreement and, (iv) at Customer's expense, pay Company all sums payable to Company under the Agreement up to the Non-Appropriation Date. In the event of any Non-Appropriation Event, Company shall retain all sums paid hereunder or under the Agreement by Customer, including the security deposit (if any) specified in the Agreement.

Customer further represents, warrants and covenants for the benefit of Company that:

- (a) Customer is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State in which it is organized.
- (b) Customer is authorized under the constitution and laws of such State, and has been duly authorized to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.
- (c) This Agreement constitutes the legal, valid and binding obligation of Customer enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Customer has complied with such public bidding requirements as may be applicable to this Agreement.
- (e) The Equipment, together with the software, support and services, if any, subject to the Agreement, are essential to the function of Customer or to the services Customer provides to its citizens, and Customer has an immediate need for, and expects to make immediate use of, substantially all the Equipment (and such software, support and services, if any), which need is not temporary or expected to diminish in the foreseeable future.
- (f) Customer has never failed to appropriate or otherwise make available funds sufficient to pay amounts coming due under any lease, lease purchase, rental, installment sale or other similar agreement.

This Addendum is not intended to permit Customer to terminate the Agreement at will or for convenience.

Except as expressly modified by this Addendum, the Agreement remains in full force and effect. In the event of any conflict, inconsistency or incongruity between the provisions of this Addendum and any of the provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control. A facsimile copy of this document with facsimile signatures may be treated as an original and will be admissible as evidence in a court of law. Customer authorizes Company to correct or insert missing information (including but not limited to the Agreement number and description) in this Addendum.

Intending to be legally bound, each of the parties has caused this Addendum to be executed by its duly authorized representative.

CUSTOMER SIGNATURE	Signature X _____ (MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF LESSEE)
	Print Name _____
	Title _____ Date _____
	Customer <u>Fort Bragg, City of</u>

ACCEPTED BY COMPANY	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership <u>Cisco Systems Capital Corporation</u>

BILLING INFORMATION

Agreement Number: _____

This form is required for Cisco Systems Capital Corporation to properly bill and credit your account. **Please complete this form and return it with the signed documents.**

ENROLL IN PAPERLESS BILLING!

- Paperless
- Convenient
- Access your invoices anytime, anywhere, from any device

Sign me up for Email Invoicing. Send my invoices to the email address below:

Email Address(es): _____

NOTE: Your invoices will be emailed from noreply@notices.leasedirect.com.

Subject line will be: "Your Lease Direct Invoice is ready to view online!" You will not receive a physical invoice if you elect paperless billing.

Billing Information (Please fill out the below details completely and accurately)

Billing Name: Fort Bragg, City of Phone: _____

Customer Contact Email (if different from above): _____

Billing Address: _____

Street Address or PO Box Attention

City State Zip

FEDERAL TAX ID #: _____

Accounts Payable Contact Information (if different from above):

Name: _____ Email: _____ Phone: _____

Additional Details

- Do you require a Purchase Order Number on the invoice? Yes No
If yes, please provide the PO# _____ or forward a copy (front & back) for our file.
- Is a new purchase order required for each new fiscal period? Yes No
If yes, provide month/year PO expires: _____
- Do you have multiple contracts, and would like them all billed on one invoice (Summary Billing)? Yes No
If yes, please provide your contract number: _____
- Are you tax exempt? Yes No
If yes, please forward a copy of exempt certificate or direct pay permit.
- Do you require our W9 to establish us as a vendor? Yes No
- Are there any additional billing requirements to ensure timely payments? _____

Payment Information

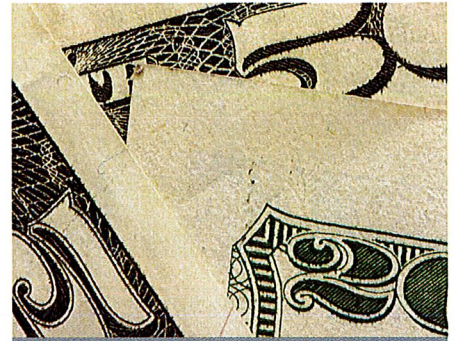
Please check this box if you are interested in enrolling in AutoPay.

For other forms of payment, please note the following remittance address (it may differ from address for service and supplies). Please include remittance slip with payment and send to: PO BOX 825736, PHILADELPHIA, PA 19182-5736

This form completed by: Name: _____ Title: _____ Date: _____

Streamline Your Accounts Payable Process

with priority payment processing!



Priority Payment Processing Gives You:

- Reduced Accounts Payable Processing
- Reduced Record Keeping
- Greater Safety and Security
- More Convenience

Hate Writing Checks?

Priority payment processing will eliminate the need to write monthly checks. Instead, we debit your bank account of choice via the Automated Clearing House (ACH) System for your monthly payment due under your lease.

YES, I want to sign-up for convenient Direct Debit by completing this brief authorization form.

INSTRUCTIONS: Start by filling in information in Section #1. Then click on the "Sign Here" button on the bottom of this form and follow screen instructions.

SECTION #1 – CONTACT INFORMATION

Contact Person

Contact Person email

SECTION #2 – CUSTOMER INFORMATION

Customer Name

Phone Number

Street Address

City

State

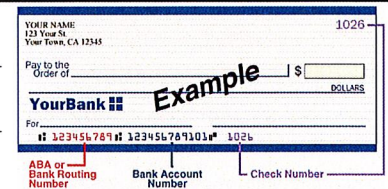
Zip Code

SECTION #3 – BANK ACCOUNT INFORMATION

Bank Name

ABA Routing Number

Bank Account Number



SECTION #4 – CONTRACT INFORMATION

Use Direct Debit on the following Contract Numbers: _____

SECTION #5 – TERMS & CONDITIONS

- 1) I authorize charges to the bank account number listed above in the name of LeaseDirect for payments, fees, taxes and all other charges owed on the above referenced contract(s).
- 2) This authorization will remain in effect until all my obligations under the above referenced contract(s) have been satisfied.
- 3) I authorize the release of information concerning my financial condition to suppliers, other creditors, credit bureaus and other credit reporters.

Authorization granted by: _____ Date: _____

You will receive an email confirmation from us when we complete the processing of your Direct Debit request.

For questions contact us at (800) 736-0220.

Thank you for helping us in our continuing commitment to "Going Green"!

FOR INTERNAL USE ONLY

Direct Debit Request Completed by: _____ Date: _____

We will begin ongoing direct debit of your account beginning with the payment due on: _____



350 5th Ave, Suite 4750
New York, NY 10118

Date	Quote No.	Expiration Date	Billing	Payment Term	Contract Length
12 / 06 / 2024	00014431	03 / 02 / 2025	Financed - Cisco Capital	Net 15	36 Months

Deb Smith
City Of Fort Bragg
416 North Franklin Street
Fort Bragg, California, 95437

Software Subscriptions	Price	QTY	Term	Discount	Subtotal
Cisco Secure Endpoint Essentials <i>Anti-Virus Cisco Secure Endpoint Quantity in Devices AMP4E-CL-LIC</i>	\$6.24	150	36	45.00%	\$18,532.80
Cisco Umbrella DNS Security Advantage <i>Web Gateway Cisco Umbrella DNS Security Quantity in Users UMB-DNS-ADV-K9</i>	\$6.69	75	36	40.00%	\$10,837.80
			Line item discount total		-\$22,388.40
			Software Subscriptions Total		\$29,370.60

*Plus all applicable taxes

Are you a tax exempt business?

Yes No



Accepted by

Date

Send invoices to:

Billing Contact

Me

Port53 Technologies Software License Agreement

Renewal Term: all Software Subscription Term(s) shall automatically renew for an additional term equal to the Contract Length noted above, unless either party gives the other written notice of non-renewal at least 90 days before the end of the then-current Software Subscription Term. Notwithstanding properly noticed non-renewal, the Client acknowledges the Software Subscription Term(s) cannot be terminated because Port53 Technologies must advance all fees on behalf of Client for the Software that is subject to the Software Subscription(s). Upon renewal, software subscriptions are subject to inflation related price adjustments not to exceed 8% on any renewal term.

No Warranties: the Software Subscription offered in this Quote is provided without any warranty, express or implied, and is being offered "as is." The Client must assess the compatibility and suitability of the Software Subscription(s) for their specific needs and requirements before proceeding with this Quote.

Disputes: Any legal action arising from this Quote shall be administered by the American Arbitration Association and the prevailing party shall be entitled to recover their attorneys' fees and costs from the other party.

