

MAINTENANCE AGREEMENT LESSEE ADDENDUM

By and Between

**Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay
and Applied Innovation**

This addendum is part of the Dealer Lease Agreement (the Agreement) by and between **Applied Innovation** (Lessor) and Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay (CSTB) for the services described in the Agreement attached hereto.

The addendum ensures the inclusion and acknowledgment of the scope of services, contract term and conditions, and other required Federal and State mandated contracting requirements, as originally stated in CSTB's Request for Proposal **RFP #: 22-0521 – Multifunction Devices Services (the RFP)**.

In consideration of the mutual covenant and stipulations set forth in the Agreement and Addendum herein, the parties agree as follows:

I. MODIFICATIONS

No modification of this agreement will be effective unless it is in writing, signed and dated by both parties.

The terms of this agreement may be renegotiated and changed whenever extenuating circumstances affect the ability of either party to honor commitments made in this modified agreement. Extenuating circumstances must be for situations beyond the control or expectations of either party. Both parties must mutually agree upon renegotiation.

The Board may unilaterally modify this agreement at will to accommodate any change in the federal or state programs, under which this modified agreement is funded, any change in the interpretation of the federal or state programs, under which this modified agreement is funded, or any applicable federal, state or local laws, regulations, rules or policies. The Board retains the option to extend this contract for an additional one-year period at the end of this contract.

II. TERMINATION FOR DEFAULT/CONVENIENCE

This agreement may be terminated as follows:

1. Either party may request termination of agreement upon 30 days prior written notice to the other party. Written notification of termination must be by registered mail, return receipt requested.
2. President/CEO may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. President/CEO may unilaterally terminate this modified agreement at any time that it is determined that:
 - a. Contractor fails to provide any of the services it has contracted to provide; or
 - b. Contractor fails to comply with the provisions of this modified agreement; or
 - c. Such termination is in the best interest of CSTB.

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CSTB Board of Directors, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

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In the event this modified agreement is terminated for cause, Contractor shall be liable to the CSTB for damages sustained for any breach of this modified agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.

In instances where Contractors/sub-grantees violate or breach modified agreement terms, the Board will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION (29 CFR 98).

The Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph above; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

IV. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93).

Contractor certifies, to the best of his or her knowledge & belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the documents for all subawards at all tiers (including subcontracts, sub-grants and contracts under

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grants, loans, and cooperative agreements) and that all sub-recipients and Contractors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

V. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37).

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

VI. ACCESS TO RECORDS

Access by CSTB the Comptroller General of the United States or any of their duly authorized representatives must be given to any books, documents, papers and records (including computer records) of Contractor or sub-contractor which are directly pertinent to charges to the services, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

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VII. DAVIS-BACON ACT

Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7) and as supplemented by Department of Labor (DOL) regulations 29 CFR part 5, the Copeland Anti Kick Back Act (40 U.S.C. 276c and 18 U.S.C. 874) as supplemented by DOL regulations (29 CFR part 3), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements.

VIII. AMERICAN WITH DISABILITIES ACT

Contractor will comply with the Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities; in all employment practices, including job application, procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

IX. EXECUTIVE ORDER 11246

Executive Order 11246, as amended by Executive Order 11375, requires that Federal Contractor and Subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/Subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

X. CONFLICT OF INTEREST/STANDARD OF CONDUCT

Contractor agrees that in administering the contract to comply with standards of conduct that maintain the integrity of the contract in an impartial manner, free from personal, financial or political gain by avoiding situations which suggest that any decision was influenced by prejudice, bias or special interest.

XI. CLEAN AIR/CLEAN WATER/SOLID WASTE DISPOSAL ACT

The Contractor, if receiving in excess of \$100,000 in funding through this modified agreement, is required to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Contractor shall report any violations of the above to the Board. The Contractor will also comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

XII. PUBLIC ANNOUNCEMENTS AND ADVERTISING

When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part with Federal money, all Contractors receiving Federal funds, shall clearly state: (1) the percentage of the total cost of the program or project

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which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

XIII. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

CSTB, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. Contractor understands that Department of Economic Opportunity (DEO) and the United States have the right to seek judicial enforcement of the assurance.

XIV. PUBLIC ENTITY CRIMES

Contractor shall comply with Section 287.133(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

XV. CONFIDENTIALITY

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CSTB customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CSTB for purposes related to the performance or evaluation of the Agreement may be divulged to CSTB or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of CSTB. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

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XVI. DOMESTIC PREFERENCES FOR PROCUREMENTS

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

XVII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR MFD

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See Public Law 115-232, section 889 for additional information and 2 CFR part 200.471.

XVIII. E-VERIFY

Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify system to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

XIX. DISCRIMINATORY VENDORS LIST

The Board will not accept responses to procurement solicitations from, or award a contract to, any entity that appears on the discriminatory vendor list described in section 287.134, Florida Statutes. The Contractor hereby represents and warrants that it has not been listed on the discriminatory vendor list as described in section 287.134, Florida Statutes. Discovery or proof of the contrary will result in immediate contract termination by CSTB.

XX. MANDATORY REPORTING OF ABUSE, NEGLECT, OR EXPLOITATION OF CHILDREN AND VULNERABLE ADULTS; MANDATORY REPORTS OF DEATH

In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Board, its agents, employees, Contractors, subcontractors or any other entity performing the services on behalf of the Board, knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Board agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report>, or via fax at 1-800-914-0004

XXI. 2 CFR 200.300 STATUTORY AND NATIONAL POLICY REQUIREMENTS.

(a) The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant

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public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

(b) The Contractor or non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

**XXII. SPONSORED BY CAREERSOURCE TAMPA BAY AND STATE OF FLORIDA,
DEPARTMENT OF ECONOMIC OPPORTUNITY**

Any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided by the Florida Department of Economic Opportunity will, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by CareerSource Tampa Bay and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written form, the words "State of Florida, Department of Economic Opportunity" will appear in the same size letters or type as the name of the entity.

XXIII. LEVEL 1 BACKGROUND SCREENINGS [SECTION 435.03, F.S.]

The Contractor agrees to obtain a Level 1 background screening as a condition of employment or contract award. The Level 1 background screening must be conducted prior to employment or, for contract awards, prior to contractor's employees beginning work. The Level 1 background screening must be conducted at least every five years of consecutive employment, and upon re-employment in all circumstances.

CONTRACTOR:

Applied Innovation

By: Casey Lawery
Authorized Signer (Signature)

CASEY LAWERY COO
Printed Name & Title

Date: 11/28/22

CSTB:

**Tampa Bay Workforce Alliance, Inc.
D/B/A CareerSource Tampa Bay**

By: John Flanagan (Nov 21, 2022 07:52 EST)
John Flanagan, President and CEO

Date: 11/21/2022



TERMS AND CONDITIONS ADDENDUM

Addendum to Agreement # **2928366** and any future supplements/schedules thereto, between **Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay** as Customer and **Applied Innovation**, as Lessor/Secured Party ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor/Secured Party.

The parties wish to amend the above-referenced Agreement as follows:

Page 1 – Language Change - Upon acceptance of this agreement, this agreement is Cancelable, revocable and can be cancelled with 30 days' notice.

Page 2 – Agreement

Sentence 3 has been modified to read as follows

"We agree to the terms and conditions set forth in the Addendum to the Agreement attached hereto and incorporated herein by reference, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response, or other related document"

Page 2 – Agreement

Sentence 4 has been modified to read as follow

"This Agreement and Addendum to the Agreement, becomes valid upon Acceptance by us and you".

Page 2 – Agreement

Sentence 5 has been modified to read as follows.

"The term shall start on the day you sign the delivery and acceptance certificate".

Page 2 – Agreement

Sentence 6 has been modified to read as follows.

"The first Payment is due 30 days after the date you sign the Delivery and Acceptance certificate, each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you for a period of 48-months unless early terminated in accordance with Addendum to the Agreement"



Page 2 – Ownership Payment Taxes and Fees:

Sentence 3 has been modified to read as follows.

“You will pay all Payments when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever.

Page 2 – Ownership Payment Taxes and Fees:

Sentence 5 has been modified to read as follows.

“The Payment shall be for the amount set forth in the Term and Payment information on Page one of this agreement”.

Page 2 – Ownership Payment Taxes and Fees:

Language has been added.

“We will pay shipping charges for all equipment”.

Page 2 – Ownership Payment Taxes and Fees:

Sentence 8 and 9 has been modified to read as follows.

These Sentences have been removed from the agreement.

Page 2 – Equipment Security Interest:

Sentence 1 has been modified to read as follows.

“At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your addresses shown on page 1, and you agree not to move it unless we agree in writing”

Page 2 – Insurance; Collateral; Protection: Indemnity; Loss or Damage:

Sentence 1 has been modified to read as follows.

“You agree to keep the Equipment fully insured against all risk, with us named as lender’s loss payee, in an amount of the cost to purchase 17 equipment of \$118, 217.23 comprised of \$66,464.72 for 11 black and white and \$51,752.51 for 6 color shall be used for the full replacement value of the new equipment. We understand the full replacement value will decrease over the term of the Agreement. We will provide the full replacement value annually upon your request for insurance purposes”.

Page 2 – Insurance; Collateral; Protection: Indemnity; Loss or Damage:

Sentence 5 has been modified to read as follows.

“If you do not provide us with acceptable evidence of property insurance within 30 days after the date us and you have accepted this agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests”.



Page 2 – Insurance on the Equipment.

Sentence 1 has been modified to read as follows.

“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 as a direct result of your sole negligence regarding the use of the equipment while in your care, custody, and control, reasonable wear and tear excepted”.

Page 2 – Insurance on the Equipment.

Sentence 3 has been modified to read as follows.

“You are responsible for any loss, theft, destruction, or damage to the Equipment (“Loss”), regardless of cause, whether or not insured while in your care, custody and control”.

Page 2 – Insurance on the Equipment.

Sentence 7 has been modified to read as follows.

This sentence has been removed from the agreement.

Page 2 – Assignment

Sentence 3 has been modified to read as follows.

“We may sell, assign, or transfer this Agreement with notice to and consent from you”.

Page 2 – Assignment

Sentence 3 has been modified to read as follows.

“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, as long as our obligations have been completed to your satisfaction prior to assignment”.

Page 2 – Default and Remedies:

Sentence 10 and 11 has been modified to read as follows.

Language removed

Page 2 – End of Term:

Sentence 1 has been modified to read as follows.

“Unless the purchase option is \$1.00, at the end of the initial term, or unless terminated in accordance with Addendum to the Agreement, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment”.



Page 2 – End of Term:

Sentence 3 has been modified to read as follows.

“As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at our expense, in retail re-saleable condition, full working order and complete repair”.

Page 2 – End of Term:

Sentence 5 and 6 has been modified to read as follows.

Language Removed



Page 2 – Miscellaneous:

Section has been modified to read as follows:

"Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents.

Notwithstanding anything to the contrary herein, you and we reserve the right to require you and we to sign this Agreement or any related documents hereto manually and to send to you and us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You and we agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein or is a requirement per the terms of the Addendum to the Agreement. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. 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 us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance".



Page 2 – Warranty Disclaimers:

Sentence 2 has been modified to read as follows.

“WE HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON OUR OWN JUDGMENT”.

Page 2 – Warranty Disclaimers:

Sentence 3 has been modified to read as follows.

“IN THE EVENT WE ASSIGN THIS AGREEMENT, AND ASSIGNEE DOES TAKES RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT”.

Page 2 – Warranty Disclaimers:

Sentence 5 and 6 has been modified to read as follows.

Language Removed

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor/Secured Party to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Applied Innovation

Tampa Bay Workforce Alliance, Inc. dba CareerSource
Tampa Bay

Lessor/Secured Party

Customer

Signature

John Flanagan (Nov 21, 2022 07:52 EST)

Signature

Ceo

11/28/22

Title

Date

President and CEO

11/21/2022

Title

Date

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The Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph above; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

IV. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93).

Contractor certifies, to the best of his or her knowledge & belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the documents for all subawards at all tiers (including subcontracts, sub-grants and contracts under

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grants, loans, and cooperative agreements) and that all sub-recipients and Contractors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

V. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37).

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

VI. ACCESS TO RECORDS

Access by CSTB the Comptroller General of the United States or any of their duly authorized representatives must be given to any books, documents, papers and records (including computer records) of Contractor or sub-contractor which are directly pertinent to charges to the services, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

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VII. DAVIS-BACON ACT

Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7) and as supplemented by Department of Labor (DOL) regulations 29 CFR part 5, the Copeland Anti Kick Back Act (40 U.S.C. 276c and 18 U.S.C. 874) as supplemented by DOL regulations (29 CFR part 3), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements.

VIII. AMERICAN WITH DISABILITIES ACT

Contractor will comply with the Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities; in all employment practices, including job application, procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

IX. EXECUTIVE ORDER 11246

Executive Order 11246, as amended by Executive Order 11375, requires that Federal Contractor and Subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/Subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

X. CONFLICT OF INTEREST/STANDARD OF CONDUCT

Contractor agrees that in administering the contract to comply with standards of conduct that maintain the integrity of the contract in an impartial manner, free from personal, financial or political gain by avoiding situations which suggest that any decision was influenced by prejudice, bias or special interest.

XI. CLEAN AIR/CLEAN WATER/SOLID WASTE DISPOSAL ACT

The Contractor, if receiving in excess of \$100,000 in funding through this modified agreement, is required to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Contractor shall report any violations of the above to the Board. The Contractor will also comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

XII. PUBLIC ANNOUNCEMENTS AND ADVERTISING

When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part with Federal money, all Contractors receiving Federal funds, shall clearly state: (1) the percentage of the total cost of the program or project

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which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

XIII. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

CSTB, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. Contractor understands that Department of Economic Opportunity (DEO) and the United States have the right to seek judicial enforcement of the assurance.

XIV. PUBLIC ENTITY CRIMES

Contractor shall comply with Section 287.133(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

XV. CONFIDENTIALITY

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CSTB customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CSTB for purposes related to the performance or evaluation of the Agreement may be divulged to CSTB or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of CSTB. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

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XVI. DOMESTIC PREFERENCES FOR PROCUREMENTS

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

XVII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR MFD

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See Public Law 115-232, section 889 for additional information and 2 CFR part 200.471.

XVIII. E-VERIFY

Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify system to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

XIX. DISCRIMINATORY VENDORS LIST

The Board will not accept responses to procurement solicitations from, or award a contract to, any entity that appears on the discriminatory vendor list described in section 287.134, Florida Statutes. The Contractor hereby represents and warrants that it has not been listed on the discriminatory vendor list as described in section 287.134, Florida Statutes. Discovery or proof of the contrary will result in immediate contract termination by CSTB.

XX. MANDATORY REPORTING OF ABUSE, NEGLECT, OR EXPLOITATION OF CHILDREN AND VULNERABLE ADULTS; MANDATORY REPORTS OF DEATH

In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Board, its agents, employees, Contractors, subcontractors or any other entity performing the services on behalf of the Board, knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Board agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report>, or via fax at 1-800-914-0004

XXI. 2 CFR 200.300 STATUTORY AND NATIONAL POLICY REQUIREMENTS.

(a) The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant

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public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

(b) The Contractor or non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

**XXII. SPONSORED BY CAREERSOURCE TAMPA BAY AND STATE OF FLORIDA,
DEPARTMENT OF ECONOMIC OPPORTUNITY**

Any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided by the Florida Department of Economic Opportunity will, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by CareerSource Tampa Bay and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written form, the words "State of Florida, Department of Economic Opportunity" will appear in the same size letters or type as the name of the entity.

XXIII. LEVEL 1 BACKGROUND SCREENINGS [SECTION 435.03, F.S.]

The Contractor agrees to obtain a Level 1 background screening as a condition of employment or contract award. The Level 1 background screening must be conducted prior to employment or, for contract awards, prior to contractor's employees beginning work. The Level 1 background screening must be conducted at least every five years of consecutive employment, and upon re-employment in all circumstances.

CONTRACTOR:

Applied Innovation

By: _____

Casey Lowery
Authorized Signer (Signature)

CASEY LOWERY COO
Printed Name & Title

Date: _____

11/20/22

CSTB:

**Tampa Bay Workforce Alliance, Inc.
D/B/A CareerSource Tampa Bay**

By: _____

John Flanagan
John Flanagan (Nov 21, 2022 07:52 EST)

John Flanagan, President and CEO

Date: _____

11/21/2022

APPLICATION NO.
USB 2928366

AGREEMENT NO.



Dealer Lease Agreement

5555 Glenwood Hills Pkwy SE • Grand Rapids, MI 49512 • Phone: 616.554.5200 • Fax: 616.554.6200

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Applied Innovation.

CUSTOMER INFORMATION

FULL LEGAL NAME

Tampa Bay Workforce Alliance, Inc. DBA Careersource Tampa Bay

STREET ADDRESS

4350 W Cypress St Suite 875

CITY

Tampa

STATE

FL

ZIP

33607

PHONE

813-930-7400

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

(11) Ricoh IM 6000

SERIAL NO.

(6) Ricoh IM C6000

☐ See attached Schedule A

TERM AND PAYMENT INFORMATION

48

Payments* of \$

2,602.71

If you are exempt from sales tax, attach your certificate.

*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

☒ Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.☐ Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

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

LESSOR ACCEPTANCE

Applied Innovation

LESSOR

Cecely Jones
SIGNATURECOO
TITLE11/28/22
DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, 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.

Tampa Bay Workforce Alliance, Inc. DBA
Careersource Tampa Bay

CUSTOMER (as referenced above)

59-3655316

X John Flanagan (Nov 21, 2022 07:52 EST)
SIGNATURE

John Flanagan

PRINT NAME

President and CEO

TITLE

11/21/2022

DATED

FEDERAL TAX I.D. #

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

Tampa Bay Workforce Alliance, Inc. DBA
Careersource Tampa Bay

CUSTOMER (as referenced above)

X see separate document
SIGNATURE

PRINT NAME

TITLE

ACCEPTANCE DATE

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. If we are required by law to file personal property tax returns with respect to the Equipment or for your use of any Financed Items under this Agreement, you agree to pay us a yearly processing fee of up to \$50 for administering property tax filings. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. 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, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. 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 a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. 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. 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: (i) you do not pay any Payment or other sum due to us or 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 fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value 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 remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we 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. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' 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. WE SHALL 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 this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. 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. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. 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 cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** 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. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. 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 us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL 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, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.

APPLIED INNOVATION Maintenance Plan

Customer Information		Date: 8/25/22 Customer #: Representative: Mark Wild Meter Type: Monthly Invoice Frequency: Monthly Overage Frequency: Monthly Effective Date: Initial Term (Months):
Company Name:	Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay	
Meter Contact:	Brandon Pham	
Meter Phone:	813-296-2513	
E-Mail:	bpham@careersourcetb.com	
Fax:		
Delivery Contact:	same as above	
Delivery Contact Phone:	same as above	

Make/Model	B&W Rate*	Color Rate*	Monthly Base Payment*	B&W Base Allowance	Color Base Allowance	Start Meter
Rcon IM C6000	.004 per page	.045 per page	Billed on usage	Billed on usage	Billed on usage	
Rcon IM 6000	.004 per page	.045 per page	Billed on usage	Billed on usage	Billed on usage	

Special Instructions:


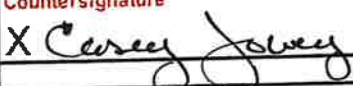
Cancel contract on device ID Number(s):

*B&W and Color rates will be based on actual usage.

1. This agreement allows for an unlimited number of unscheduled maintenance calls, provided the calls are not a result of operator negligence. Applied Imaging's responsibility with this agreement ceases if the equipment covered is repaired or adjusted by any person other than an authorized Applied Imaging technical representative, or the supplies used are not authorized or approved by Applied Imaging.
2. This agreement includes preventative maintenance schedules planned and completed according to manufacturers' recommended service schedules.
3. Service shall be provided without additional charge 8:00 a.m. to 5:00 p.m. If a service call ends after 5:00 pm but starts before 5:00 pm there will be no additional charge. Monday through Friday (except National holidays), unless other arrangements have been made.
4. The maintenance service plan includes all necessary parts with the following exceptions:
 - a. Parts damaged by fire, water, other acts of nature, misuse or negligence on the part of the customer or operators of the equipment.
 - b. Any system software or related connectivity support.
5. This agreement includes supplies and parts such as staples and other finishers to supplies, toner, developer, photoreceptor (drum), and other consumable supplies utilizing only OEM. Supplies exclude paper.
6. It is the customer/user's responsibility to provide power that meets the specific requirements as well as proper service access space around the equipment. If either one or both of these conditions are not met, Applied Imaging reserves the right to suspend this protection plan until the power deficiency is corrected and/or adequate service space is provided.

Acceptance

Decline Maintenance

Customer Signature	Date	Print Name	Title	Signature	Date
	11/21/2022	John Flanagan	President & CEO		
<small>John Flanagan (Nov 21, 2022 07:53 EST)</small>					
Countersignature		Print Name	Title	Countersignature	Date
		Casey Lowery	COO		11/28/22


Network Connectivity Setup and Support

This includes the initial network configuration of the devices listed above. I agree to allow Applied Imaging to perform the services detailed on the back of this agreement. I understand that if I do not provide the necessary information listed on the back that configuration may be delayed. I understand that if I have needs outside of this scope that they may be subject to additional charges. This maintenance plan includes ongoing network support as it relates to printing, scanning and faxing. Please see the Network Connectivity Setup and Support section of the Terms and Conditions for further details.

Phone: 813-296-2513

Network Contact: Brandon Pham

Network Email: bpham@careersourcetb.com

Initial to Accept 

Initial to Decline 

Meter Readings

Applied Imaging offers - free of charge - an application that can automatically gather the meters from your print devices. Applied Imaging will install this application on your print server or workstation unless otherwise noted in the Meter Comments below. Credits will be provided to customer for all copies produced by Applied Imaging's technician and for unusable copies due to Applied Imaging's supplies and equipment.

METER COMMENTS

Terms and Conditions

THIS ORDER SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. This order shall not be binding on Applied Imaging (herein known as "AI") until approved by AI Corporate.
2. All shipments shall be F.O.B. destination.
3. AI reserves the right to make delivery in installments as long as all equipment, parts and supplies arrive by due date and does not result in downtime for the customer's operation. There will be no additional costs for all such installments. Delay in delivery of any installment may relieve customer of their obligation to accept remaining installment if delivery of all equipment, parts and supplies are not provided by due date.
4. AI shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond AI's control unless such delays result in down time for customer's operations. This includes without limitation, strikes, lockouts, fires, embargoes, war or other outbreaks of hostilities, inability to obtain materials or shipping space, machinery breakdowns, delays of carrier or supplies, governmental acts and regulations, forces of nature, receipt of orders in excess of AI's scheduled production capability, or any other causes beyond AI control. AI warrants that the goods covered by this order when delivered to the buyer will be merchantable quality and free from defects in workmanship and material for a period of 90 days on new equipment and 30 days on used equipment from the date of delivery by AI under ordinary use and conditions. In no event shall AI be liable for resulting or consequential damages occasioned by any breach of warranty. THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE EXCLUDED.
5. All claims for goods or delay in delivery shall be deemed waived unless made in writing and delivered to AI within three days after receipt of goods by customer.
6. The customer is responsible for all data security on any owned, leased, rented or loaned equipment. This includes removal of data upon returning equipment to AI.
7. This contract shall be governed by and construed according to the laws of the State of Florida.
8. This contract and addendum constitutes the entire agreement between the parties and may not be modified or terminated except in writing signed by an officer of AI and customer.
9. **General Scope of Maintenance Coverage** - This agreement covers cassettes, master units, exit trays or any items related to the operation of the equipment; and, both the labor and material for adjustments, repair and replacements of parts as required by normal use of the equipment, subject to the exception in and in accordance with these terms and conditions. This agreement covers charges for installation of equipment or de-installation of equipment if it is moved by AI. Damage to the equipment or its parts arising out of or caused by misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, use of substandard supplies or other causes beyond the control of AI are not covered by this agreement and may subject customer to a surcharge or to cancellation of the agreement. In addition, AI may terminate this agreement if the equipment is modified, damaged, altered, or serviced by personnel other than those employed by AI, or if parts, accessories, or components not meeting machine specifications are fitted to the equipment. AI will assume responsibility for disposal of and recycling of all service parts. No charge will be billed to the customer. Connectivity issues will be covered under the Network Connectivity Setup and Support section of this document.
10. **Service Calls** - Service calls under this agreement will be made during normal business hours at the installation addresses shown on the reverse side of this agreement. Response time for service calls shall not exceed 4 working hours. Travel and labor time for service calls after normal business hours, on weekends and holidays, will be charged at the published overtime rates in effect at the time the service call is made. There will be no additional charges if service begins during normal business hours but ends after normal business hours. AI will not handle, disconnect, or repair unauthorized attachments to components; customer is responsible for disconnecting and reconnecting unauthorized attachments or components. Customer hereby indemnifies and holds AI and its employees not at fault for claims for damages to any unauthorized parts, components or accessories resulting from service performed on AI equipment. If repairs have not been made within 2 working days or within 16 hours of customer's request for service, equipment of similar make and model is to be provided to customer until the fault machine has been repaired or returned. If there are more than 5 service calls during a 60-day period, the equipment must be replaced with equipment of similar make and model at no additional cost to customer.
11. **Term** - This agreement shall become effective upon signature of delivery and acceptance. The AI contract shall continue for 48 months but will not extend beyond the term of the equipment lease agreement. The agreement may be cancelled with 60 days written notice prior to the contract expiration date without cause. If contract is cancelled prior to expiration date no penalty fee will be assessed in the event AI is unable to repair the equipment due to the discontinuation of a part or parts by the manufacturer, AI will replace the equipment with the same make and model of a new equipment at no cost to the customer.
12. **Charges** - There shall be no separate charge for maintenance and supplies under this agreement. The maintenance and supplies cost are built into the cost per page. There shall be no additional cost for 11"x17", 11"x17" constitutes as 1 click/page on the meter. Customer agrees to pay the charges for black and white and color pages within 30 days of the date of the AI invoice. The cost per page of \$.004 and \$.045 for black and white and color, respectively, shall be fixed for the term of this agreement with no price increase. Customer understands that alterations, attachments, specification changes, or use of substandard supplies that cause excessive service calls may require an increase in maintenance charges and agrees to pay such charges promptly when due.
13. **Breach of Default** - If the customer does not pay all the charges for actual usage of color and black and white pages, as provided under this agreement promptly when due (1) AI may (a) refuse to service the equipment or (b) cancel maintenance agreement (2) the customer agrees to pay AI (a) its costs and expenses of collection including the maximum attorney's fees permitted by law, said fee not to exceed 25% of the amount due under this agreement and (b) all charges for service provided before payment of the contract on a "Per Call" basis based upon published rates in effect at the time of service. There will be a processing fee of \$35.00 for NSF check.
14. **Use of Original Manufacturer Recommended Supplies** - The equipment is designed to give excellent performance with original manufacturer recommended supplies including paper, toner, and fuser oil. If the customer uses other than the recommended supplies and if such supplies are defective or unacceptable for use in the machines and cause abnormality, frequent service calls or service problems, then AI may, at its option, assess a surcharge or terminate this agreement. In this event, the customer will be offered service on a "Per Call" basis based upon published rates. It is not a condition of this agreement, however, that the customer may use only AI authorized supplies.
15. **Warranty** - AI warrants equipment is new (currently in production by the manufacturer and is still the latest model, edition or version generally offered and has not been used for any purpose, other than display (not demonstration). It is AI's responsibility to ensure each piece of equipment delivered to customer complies with this requirement.
16. **Miscellaneous** - This agreement shall be governed by and construed according to the laws of the State of Florida applicable to agreements wholly negotiated, executed and performed in the State of Florida. The addendum and agreement constitute the entire agreement between the parties and may not be modified except in writing signed by duly authorized officers of AI and the customer.
17. AI will provide a technical support hotline 24 hours/seven days a week at no additional cost.
18. We agree to provide you all training required for the operation of the equipment at no additional cost to you.
19. We agree to replace equipment if there are more than 5 service calls during any 60-day period. Any equipment that fails (except due to operator error) to operate according to the manufacturer's published performance specifications and/or is subject to recurring related problems must be replaced with the same make and model of new equipment at no cost to you.
20. We warrant all equipment is new (currently in production by the manufacturer and is still the latest model, edition or version generally offered and has not been used for any purpose other than display (not demonstration). It is Applied Innovation responsibility to ensure each piece of equipment delivered to the customer complies with this requirement.

Network Connectivity Setup and Support

20. AI will confirm desired configuration from the customer. The following will be needed from the customer's network administrator:
 - a. A live network drop must be available. Wireless connectivity is available for an additional fee.
 - b. Local administrator access when we arrive onsite.
 - c. SMTP server name and/or IP address for Scan to Email.
 - d. For scan to folder, the customer's network administrator must provide credentials with write privileges to the folder.
21. AI will install one print driver & LAN Fax Driver on up to (3) servers and/or up to (10) workstations.
22. Includes set up of up to (10) address book destinations.
23. Includes set up of fax forwarding to folder or email.
24. Includes print/copy restriction on up to (10) users/dept. codes.
25. Includes testing and training with the customer's network administrator.
26. AI must be allowed to resolve issues by using remote access tools that will provide a connection to the customer's servers and computers. The customer is responsible for assisting in the setup of remote access. If the issue cannot be resolved remotely, an onsite trip will not be billable.
27. Support includes print driver support, scan setup (to network or folder) and network fax forwarding. The customer is responsible for providing email services for scan to email.
28. Custom driver packages created by Applied Imaging are supported.
29. Support is limited to the initial servers (up to 3) and the initial workstations (up to 10).
30. Support is limited to the connection and usability of the printing devices from the network. If the issue extends to the overall function of servers, workstations, switches, hubs, routers, internet services or any other network related issue, the customer is responsible for resolving the issue prior to AI attempting to fix any issue between the network and the printing device.
31. The customer is responsible for the maintenance of their network and hardware equipment.
32. AI is not responsible for downtime or loss of data.
33. Does not include/cover custom scripting, custom drivers, software or software integration.