

## MASTER AGREEMENT

					AGRE	EMENT NO.:		
	IER ("you" or "your")	SALUA MARKET						
	NAME: County Of Siskiyou - District Attorney							
ADDRESS: 3	11 4th Street Room 204 Yreka, CA 96097-29	46						
CONTACT NA	ME: Mary Ann Hall Ph	HONE #: 530-842-8131		FEDE	RAL TAX ID #	:		
EQUIPME	NT AND PAYMENT TERMS	對自然的計劃的	28 6 7 16				SEE ATTACHE	D SCHEDULE
		NOT FINANCED	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
	YPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	UNDER THIS AGREEMENT	B&W	COLOR	B&W	COLOR	B&W	COLOR
2 EACH	Altalink C8170/H2							
2 Each	BusinessReady Finisher/Stapler							
	w/ 2/3 hole punch							×
2 Each	1 Line Fax							
	Pricing fixed for term							
	SourcewellContract	П						
	#030321-XOX	П						
		П						
							1	
TOTAL C	CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND	EXCESS PER IMAGE CHARG	GES (IF CONS	SOLIDATED)	0	0	\$0.0050	\$0.0500
CUSTON BY SIGNIN	REEMENT IS NON-CANCELABLE AND IRRE MER'S AUTHORIZED SIGNATURE IG THIS PAGE, YOU REPRESENT TO US TH NS APPEARING ON THE SECOND PAGE OF	AT YOU HAVE RECEN	/ED, READ	, AND ACKN	OWLEDGE	D THE ADD	TIONAL TE	RMS AND
HEREOF.		n 0 d	1 11					
(As Stated Above)		Maman	Man Man		y Ann Hall, ASM		7/21/22 DATE	
OWNER	CUSTOMER ("we", "us", "our")	SIGNATURE	15/2/2018	6450/50°F	PRINT NAM	E & IIILE		DATE
Kelley C			CONTRACTOR CONTRACTOR					
· · · · · · · ·	OWNER	SIGNATURE	PRINT NAME			E & TITLE DATE		
CONTRACTOR OF THE PARTY OF THE	2nd Ave S Kent, WA 98032-1926					SECURIO DE LA COMPANSIONA DEL COMPANSIONA DE LA		
The second secon	DITIONAL GUARANTY	1 ( ) !! - ) !! - 0 - !	u sitd	all ablications	- duding all an	d any debte lieb	lities and obliga	tions of event
nature or form, to any extension assignee, if app and authorized LAW AS STA	ed, jointly and severally if more than one, unconditionally gue now existing or hereafter arising or acquired, under the Agre ons or modifications granted to the Customer. In the event plicable, to proceed against Customer or any other party or ex assigns. THE UNDERSIGNED, AS TO THIS GUARANTY, ITED IN THE AGREEMENT, AGREE(S) TO PAY ALL COUND THE AGREEMENT, WAIVE(S) A JURY TRIAL AND TR	eement or any supplements here of default, the undersigned will kercise any rights in the Equipme AGREE(S) TO THE DESIGNAT DSTS AND EXPENSES, INCLU	eto. The unders immediately pa ent. The unders ED FORUM AI JDING ATTOR	igned also waive by all sums due i signed hereby bin ND CONSENT(S) RNEY FEES, INC	(s) any notifica under the term: ds any respecti TO PERSON/ URRED BY U	tion if the Customs of the Agreeme ve administrators AL JURISDICTIONS OR OUR AS	er is in default a ent without requi , representative N, VENUE, AND	ind consent(s) ring us or our s, successors, O CHOICE OF
SIGNATURE:	X	INDIVIDUAL:	, , ,				DATE	
SIGNATURE:	X	INDIVIDUAL:						
CERTIFICATE OF DELIVERY AND ACCEPTANCE								
THE RESIDENCE OF THE PARTY OF	r hereby certifies that all the Equipment: 1) has been rece		, and 2) is full	y operational an	dunconditiona	ally accepted.		
SIGNATURE:	X	NAME & TITLE:					DATE:	
JIGNATURE:		The same of the Land						

## ADDITIONAL TERMS AND CONDITIONS

- 1. AGREEMENT: For business purposes only, you agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. Unless otherwise stated in an addendum hereto, this Agreement will renew month to month unless you send us written notice at least 30 days (before the end of any term) that you want to return the Equipment, and you timely return the Equipment (according to the conditions herein). Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You shall deliver all information requested by us which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.
- 2. RENT, TAXES AND FEES: You will pay the Monthly Base Payment Amount (as adjusted) when due, plus any applicable sales, use and property taxes with respect to this Agreement and the Equipment. The Monthly Base Payment amount will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. We own the Equipment (excluding any Software). You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from your acts or omissions inconsistent with this Agreement or our ownership of the Equipment. By the date the first Payment is due, you agree to pay us a origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owned to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check 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. If we consent, we may charge you, in addition to other amounts owed, an early termination fee up to 10% of the Fair Market Value of the Equipment on the date of this Agreement.
- 3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST; SOFTWARE/DATA: At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at the installation address, and you agree not to move it unless we agree in writing. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the objections of you or the licensor under any license agreement. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.
- 4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insurance on of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may (A) 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 place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) 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, if requested, to defend us against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment for the risk of loss or for any destruction of reamage to the Equipment (both discounted at 4%). Any proceeds of insurance will be paid
- 5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without notice. You agree that if we sell, assign or transfer this Agreement, our sasignee will have the same rights and benefits that we have now and will not have to perform any of our obligation. You agree that the assignee will not be subject to any dairins, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the booked residual of the Equipment (both discounted at 4%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you; (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the cost
- 7. FAXED OR SCANNED DOCUMENTS, MISC.: You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. The parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "riginal" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature, and (iii) to the extent this Agreement or 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 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. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.
- 8. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED ANY/ALL THIRD PARTY SUPPLIERS AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT, YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.
- 9. LAW, JURY WAIVER: Agreements, promises and commitments made by Owner, concerning loans and other credit extensions must be in writing, express consideration and be signed by Owner to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNETS) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FROM THIS AGREEMENT OF VENUE. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.
- 10. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. Facsimile maintenance is provided during normal business hours and includes inspection, adjustment, parts replacement and cleaning material required for the proper operation. Facsimile drums and toner cartridges must be purchased separately. Color toner and developers, not included in this Agreement, will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned. An image is defined as an imaged one-sided sheet of 8.5" x 11" sheet of paper or smaller. When toner is part of this contract, we agree to provide toner(s) in sufficient quantities as it relates to your usage, and the manufacturers published yields which are based on 6% page coverage of toner to page ratio for black and white and 20% page coverage of toner to page ratio for full color. In the event overall toner use exceeds this, overages of toner expenses may be billed to you.
- 11. EXCESS CHARGES AND COST ADJUSTMENTS: You are entitled to make the total number of images shown under Image Allowance Per Machine (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Monthly Base Payment Amount. You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. You agree that we may install an automatic meter reading agent on the Equipment. We may charge you a Meter Fee to cover our administrative costs of obtaining a meter reading if such agent is not installed. Images made on equipment marked as not financed under this Agreement will be included in determining your usage and excess charges.
- 12. UPGRADE AND DOWNGRADE PROVISION: AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR COPY VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.
- 13. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. You agree to pay us an additional amount equal to 1/30\mathrm{n} of the Monthly Base Payment Amount for each day between the date the Equipment is delivered and the Effective Date, which will be added to your first invoice.
- 14. MISCELLANEOUS: You authorize us, our agent or our assignee to furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in this Agreement or the Equipment, including, without limitation, the seller, supplier or any manufacturer of the Equipment. For security purposes and to help the government fight terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or commercial entity that enters into a customer relationship with the financial institution. For this reason, we may request the following identifying information: name, address, date of birth. We may also ask other questions or request other documents meant to verify your individual or commercial

## Amendment

This Amendment amends that certain agreement by and between Kelley Connect ("Owner") and County of Siskiyou DBA District Attorney ("Customer") which agreement is identified in the Owner's internal books and records as Agreement No. 1759254 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Owner and Customer have mutually agreed that the following modifications be made to the Agreement.

1. The following phrase is hereby added to the face of the Agreement:

"Sourcewell Contract #030321-XOX Effective 04/19/2021 - 04/19/2025"

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

"The parties agree that any references herein to a Sourcewell Contract shall be for pricing purposes only and shall not alter the terms and conditions of this Agreement."

3. The sentence in the section entitled "CONTRACT" which reads, "YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE," is hereby deleted and replaced with the following:

"YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF CALIFORNIA AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE."

- 4. The section entitled "UNCONDITIONAL GUARANTY" is hereby deleted in its entirety.
- The sentence in the section entitled "CONTRACT" which reads, "EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL," is hereby deleted in its entirety.

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

Kelley Connect	County of Siskiyou DBA District Attorney				
DocuSigned by: Owner	Customer				
By: Aric Manion	By: X Many ann Hall Signature				
06410BB79F3143C Signature	Signature				
Aric Manion, President	Mary Ann Hall, Admin Services Manager				
Print Name & Title	Print Name & Title				
Date Accepted: 7/21/2022	Date: July 21, 2022				

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

		COUNTY OF SISKIYOU
Date:		BRANDON A. CRISS, CHAIR Board of Supervisors County of Siskiyou State of California
ATTEST: LAURA BYN Clerk, Board	UM of Supervisors	
By:	у	
Date: 7/21/2	022	CONTRACTOR: Kelley Connect (Inc.)  Docusigned by:  Unic Marrion
Date: 7/21/2	_	Ario Marting President  Robert Ckinkpatrick
License No.:_ (Licensed		Rob កើរតែដីដៅck, CFO t providing for the registration of contractors)
Note to Contractor the chairman of the chairma	or: For corporations, the contra he board, president or vice-pre	act must be signed by two officers. The first signature must be that of esident; the second signature must be that of the secretary, assistant asurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)
•	I.D. On file	
ACCOUNTIN	NG:	
2022/23FY	1006-201160-725000 1006-201160-717000	
2023/24FY	1006-201160-725000 1006-201160-717000	
2024/25FY	1006-201160-725000 1006-201160-717000	
2025/26FY	1006-201160-725000 1006-201160-717000	

2026/27FY 1006-201160-725000 Rate .01 1006-201160-717000 Rate .01 2027/28FY 1006-201160-725000 Rate .01 1006-201160-717000 Rate .01

Encumbrance number (if applicable): N/A