

# Master Installment Payment Agreement

**Customer Information:**

Customer's Full Legal Name ("You" and "Your"):

City of Grand Rapids

Address:

420 N Pokegama Ave

City/State/Zip Code:

Grand Rapids, MN 55744-2658

Telephone Number:

218 326-3464 218-326-7600

Federal Tax ID#: 41-6005201

County: Itasca

In this Master Installment Payment Agreement (this "Agreement"), the words "You" and "Your" mean the Customer named above and "We," "Us" and "Our" mean the Company named below. "Supplement" means a supplement, in such form as We may accept in Our sole discretion, that may be entered into from time to time by You and Us for a payment transaction pursuant to this Agreement. You acknowledge and agree that this Agreement and each Supplement represent the complete and exclusive agreement between You and Us regarding the subject matter herein and therein and supersedes any other oral or written agreements between You and Us regarding such matters. This Agreement and each Supplement can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or agreement between You and a Supplier) are not part of any IPA (defined below). This Agreement is not a commitment by Us to enter into any Supplement not currently in effect, and nothing in this Agreement shall impose, or be construed to impose, any obligation upon Us to enter into any proposed Supplement, it being understood that whether We enter into any proposed Supplement shall be a decision solely within Our discretion. Each Supplement and the terms of this Agreement which are incorporated by reference into such Supplement shall be referred to as an "IPA". In the event of any conflict between the provisions of this Agreement and the provisions of any Supplement, the provisions of the Supplement shall control. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents.

**1. FUNDING AUTHORIZATION; PAYMENTS.** With respect to each IPA, You acknowledge having entered into one or more license, subscription and/or product agreements described in the related Supplement (each a "Product Agreement") with one or more licensor(s) and/or supplier(s) (each a "Supplier") pursuant to which You obtained the right to use the software, goods and/or other products referenced therein and/or receive certain services covered under the Product Agreement(s) (collectively, the "Software Products"). Pursuant to the terms of the Product Agreement(s), You are obligated to pay to the Supplier(s) the License Fee amount set forth in the Supplement relating to an IPA on account of the Software Products. You hereby choose to finance the License Fee through Us over a period of time instead of paying the License Fee in cash presently pursuant to the terms and conditions of the IPA.

Each Supplement is binding on You as of the date You sign it (the "Effective Date"). By Your execution of an IPA, You hereby request Us to pay to the Supplier(s) an amount necessary to satisfy Your obligations to the Supplier(s) in respect of the License Fee set forth in the Supplement. You acknowledge that the amount so remitted by Us to the Supplier(s) may be net of any discounts or other financial arrangements or accommodations granted by the Supplier(s) to Us, with any such discount, financial arrangement or accommodation reflected in the Periodic Payment. Each Payment Period, You hereby unconditionally agree to pay to Us the Periodic Payments by the due date set forth on Our invoice to You. If requested by Us, You agree to sign and return a certificate of acceptance with respect to the Software Products. In addition, with respect to each IPA You agree to pay (i) a one-time origination fee in the amount set forth in the related Supplement (the "Origination Fee"), and (ii) upon Our demand all or our costs of filing, amending and releasing UCC financing statements. The Periodic Payments shown in each Supplement are exclusive of taxes. You shall be solely responsible for the payment of all applicable fees, taxes and governmental charges, of any nature, imposed upon or relating to any of the Software Products or this Agreement.

If We do not receive a Periodic Payment in full on or before its due date, then You shall pay a late fee equal to the greater of 10% of the amount that is late or \$29.00 (or the highest amount permitted by law if less). If any check or draft is returned or dishonored, You shall pay Us a fee of \$35.00. You agree that the fees set forth in each IPA may include a profit to us and/or a Supplier. In the event You pay any Periodic Payment in whole or in part prior to the due date thereof, You agree that the entire amount paid will be applied by Us to the next-due installment(s). **Each IPA is non-cancelable for the full Term.**

**2. CUSTOMER REPRESENTATIONS AND ACKNOWLEDGMENTS.** You hereby represent and warrant to Us that effective on the date You execute this Agreement and each Supplement and until all Periodic Payments have been paid in full: (i) each IPA has been duly authorized, executed and delivered by You and constitutes a legal, valid and binding obligation of You enforceable against You in accordance with its terms, except as enforcement may be limited by bankruptcy or other insolvency-related laws; (ii) the execution, delivery and performance of each IPA will not violate or create a default under any law, regulation, judgment, order, instrument, agreement or organizational document binding on You; (iii) any and all information furnished to Us by You or on Your behalf is true and correct in all material respects; and (iv) You have entered into each IPA solely for commercial purposes and not for personal, family or household purposes.

You hereby acknowledge and agree that: (a) each IPA constitutes a discreet financing agreement, and is separate and distinct from the Product Agreement(s); (b) no breach by any Supplier under a Product Agreement shall relieve You of Your obligations under any IPA; (c) You selected each Supplier and the products subject to the Product Agreement(s) and negotiated the License Fee set forth in each Supplement based on Your own judgment and expressly disclaim any reliance on statements made by Us or Our agents; (d) Your obligations hereunder are absolute, unconditional and irrevocable despite any failure of, or Your dissatisfaction with, any of the products subject to the Product Agreement(s); and (e) Your obligation to make the Periodic Payments under each IPA shall not be subject to any abatement, setoff, claim, counterclaim, adjustment, reduction or defense of any kind.

**3. NO WARRANTIES.** WE MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE SOFTWARE OR ANY SERVICES, GOODS OR OTHER PRODUCTS COVERED BY THE PRODUCT AGREEMENT(S), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. YOU WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGE) OR EXPENSE CAUSED BY THE SOFTWARE OR ANY SERVICES, GOODS OR OTHER PRODUCTS COVERED BY THE PRODUCT AGREEMENT(S), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST. YOU ACKNOWLEDGE THAT WE DID NOT MANUFACTURE, DISTRIBUTE, OR LICENSE THE SOFTWARE, GOODS OR OTHER PRODUCTS COVERED BY THE PRODUCT AGREEMENT(S). YOUR OBLIGATIONS UNDER EACH IPA ARE COMPLETELY INDEPENDENT OF THE DELIVERY, PERFORMANCE OR QUALITY OF THE SOFTWARE OR ANY SERVICES, GOODS OR OTHER PRODUCTS COVERED BY THE PRODUCT AGREEMENT(S).

**4. TRANSFER OF SOFTWARE PRODUCTS.** In consideration of and to secure Your full and timely payment of Your obligations under each IPA, You hereby irrevocably transfer and assign to Us all of Your rights and interests (but not any of Your obligations) in, to and under the Product Agreement(s), including all of Your rights to use and/or receive the Software Products, and to suspend, cancel and/or terminate Your license for any software, goods or other products and rights to receive any services included in such Software Products. This is a present grant to Us, but may be acted upon by Us only after a default by You under the terms of an IPA. You and We each acknowledge that Our rights to use and receive the Software Products may be subject to the provisions of the related Product Agreement and rights of the Supplier thereunder, but, as between You and Us, after a default by You under the terms of an IPA and upon Our written exercise of Our rights hereunder, there shall be a total relinquishment of Your rights in the Software Products to Us. Our rights under this Section 4 shall be referred to as the "Transfer of Rights".

**5. SECURITY INTEREST:** You grant us a security interest in the Software Products, the Product Agreement, including without limitation, all your rights in the financed items granted thereunder, all rights to payment under the Product Agreement and all proceeds of the foregoing to secure all amounts you owe us under any agreement with

**BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2**

<b>Customer: (identified above)</b> City of Grand Rapids		<b>Company: (identified above)</b> Sophos Payment Resources	
<b>By:</b>	<b>Date:</b>	By:	Date:
<b>Print name:</b> Tasha Connelly	<b>Title:</b> Mayor	Print name:	Title:
		<b>Agreement Number:</b>	

us, and you authorize us to file a UCC financing statement ("UCC-1") to show our interest. You will not change your name, 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.

**6. EVENTS OF DEFAULT.** With respect to each IPA, You will be in default if: (1) You fail to pay any amount due under any IPA within 15 days of the due date; (2) You breach or attempt to breach any other term, representation or covenant in this Agreement, any IPA or in any other agreement now existing or hereafter entered into with Us or any Assignee; (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee; (4) You and/or any guarantors or sureties of Your obligations hereunder (i) go out of business, (ii) commence dissolution proceedings, (iii) merge or consolidate into another entity, (iv) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (v) become insolvent, admit Your or their inability to pay Your or their debts, (vi) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), or (vii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator; and/or (5) Your license to use any software component of the Software Products is canceled, terminated, suspended or materially restricted or limited.

**7. REMEDIES.** If You default under the terms of any IPA, We may do any or all of the following: (A) require You to pay to Us, on demand, an amount equal to the sum of (i) all Periodic Payments and other fees and charges then due and past due, if any, (ii) all Periodic Payments to become due in the future through the remainder of the Term, discounted (if applicable) to present value calculated using the simple interest method and a per annum rate equal to 3% (or the lowest rate permitted by law, if higher), and (iii) interest on the amounts specified in clauses "i" and "ii" at the rate of 1.5% per month (or the maximum amount permitted by law if less) from the date of demand to the date paid, (B) cancel, terminate, suspend or cause the cancellation, termination and/or suspension of all licenses for Software Products granted to You, and cancel, terminate, suspend or withhold or cause the cancellation, termination, suspension or withholding of Software Products, (C) exercise any rights under any Product Agreement which have been granted to Us by a Supplier, (D) exercise the Transfer of Rights in Software Products as provided in Section 4 above, (E) render the Software unusable by requiring You to remove the Software from any computer or other equipment, (F) exercise any other remedy available to Us under any security agreement securing this IPA, and/or (G) exercise any other remedy available to Us at law or in equity. Upon Our instructions after a default by You under the terms of this IPA, You agree to immediately cease using the Software Products, to deinstall and delete all copies of licensed Software Products from any computer systems owned or controlled by You or used for Your benefit, destroy all written manuals and materials provided with the Software Products, and provide Us with a certificate signed by an officer who is responsible for Your information systems, attesting to such cessation of use and maintenance, deinstallation, deletion, delivery and destruction. We or Our designees will have full and unrestricted access to Your records, computer systems, service provider systems (if any) and facilities to verify Your cessation of use, deinstallation, deletion and destruction. Our remedies hereunder are cumulative and non-exclusive, may be exercised concurrently or successively, and may be specifically enforced. You agree to pay all costs of collection and enforcement of each IPA, including, without limitation, reasonable attorneys' fees, court costs and other reasonable expenses relating directly or indirectly to collection and enforcement. No delay or omission by Us in Our exercise of any right hereunder shall operate as a waiver thereof.

**8. ASSIGNMENT.** You shall not assign or delegate Your obligations under this Agreement or any IPA, without Our prior written consent, and any such assignment or delegation shall be invalid and of no effect. We may, without notice to You, sell, assign or otherwise transfer Our interests in this Agreement or any IPA, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such sale, assignment or transfer, have all of Our assigned rights and benefits hereunder and thereunder but will not have to perform any of Our obligations (if any). Any assignment by Us will not relieve Us of Our obligations under this Agreement or any IPA. If We assign an IPA, You further acknowledge and agree that (i) You will not assert against the Assignee any claim, defense or offset that You may have against Us or any predecessor in interest, (ii) neither We nor any Supplier are agents of the Assignee, (iii) the Assignee shall not be responsible for the obligations of any Supplier under a Product Agreement, (iv) no statement, representation or warranty by Us or any Supplier is binding on the Assignee, and (v) neither We nor any Supplier will have any authority to waive or alter any term of such IPA.

**9. ENFORCEMENT.** This Agreement and each IPA shall be governed by, enforced and construed in accordance with the laws of the state of Our principal place of business or, if We assign this Agreement or an IPA to an Assignee, the laws of the state of the Assignee's principal place of business, and any dispute concerning this Agreement or an IPA shall be adjudicated in a federal or state court in such state or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Us or Our Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Us or an Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE EACH HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY IPA.** If any amount charged or collected under this Agreement or an IPA is greater than the amount allowed by law, then any excess amount charged but not yet paid, will be waived by Us and any such excess amount collected will be refunded to You or applied to any other amount then due hereunder or thereunder. Each provision of this Agreement and each IPA shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision of this Agreement or any IPA is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

**10. MISCELLANEOUS.** You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement or an IPA, and (b) provide Your credit application and information regarding Your account to credit reporting agencies, potential Assignees, Suppliers and parties having an economic interest in this Agreement or an IPA. This Agreement and each IPA, exhibits and other related documents (each a "document") may be executed in counterparts manually or by electronic means, by either party and, when transmitted to Us by fax, electronic or other means, shall be binding on You for all purposes as if manually signed. No document requiring Our signature is binding on Us until We sign it. For purposes of perfection of a security interest in chattel paper under the UCC, only the counterpart of a document that bears Our manually-applied signature and is marked "Original" or with a similar designation by Us or by Our assignee shall constitute "chattel paper" for purposes of perfection by possession, provided that if any document is stored in an electronic medium qualifying as "electronic chattel paper", then the counterpart identified by Us as the single "Authoritative Copy" shall be chattel paper for purposes of perfection by control, and any paper counterpart shall be deemed a copy, except to the extent that a process has occurred by which the electronic record of the chattel paper has been permanently destroyed or identified as being the non-authoritative version and a tangible printed version produced that indicates that it is the sole authoritative version, in which case such tangible version shall constitute the "Original" for purposes of perfection. No security interest in a document can be perfected by possession of any counterpart that is not the "Original", if in tangible form, or by control of the "Authoritative Copy" if in electronic form. For purposes of removing doubt as to the intention of this paragraph, any counterpart marked "Duplicate" or with any other designation identifying it as not being the chattel paper original shall be deemed a copy and possession of such copy shall not perfect any security interest claimed by the person in possession. You waive notice of Our acceptance of the document and receipt of a copy of the originally signed document. Notwithstanding anything herein to the contrary, if You sign or transmit any document to Us electronically, We reserve the right to require You to sign any document manually and to deliver to Us an original of such document containing Your manual signature. Effective on the date that You enter into this Agreement and each IPA, You hereby represent and warrant to Us that (a) this Agreement and each IPA is legally binding and enforceable against You in accordance with its terms and You acknowledge that this representation and warranty is a material inducement to Us to finance the Software Products under this Agreement and each Supplement, and (b) 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 ("Customer 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 Customer Representative 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.

## Exhibit A

### Supplement No. 1

This Supplement (this “**Supplement**”) is made and entered into as of this day 04/08/2024, by and between **Sophos Payment Resources** (hereinafter “**We**,” “**Us**” or “**Our**”) and City of Grand Rapids (hereinafter “**You**” or “**Your**”). This Supplement is entered into subject to that certain Master Installment Payment Agreement No. \_\_\_\_\_, dated on or about 04/08/2024 between You and Us (the “**Master Agreement**”). All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Supplement, as if fully set forth herein. The Master Agreement together with this Supplement constitute an IPA (as defined in the Master Agreement) and represent the complete and exclusive agreement between You and Us regarding subject matter hereof. Any amendment to the Master Agreement subsequent to the date of this Supplement shall be ineffective as to this Supplement unless otherwise expressly stated in such amendment. In the event of a conflict between the terms of this Supplement and the terms of the Master Agreement the terms of this Supplement shall govern, provided however that Section 9 of the Master Agreement shall always be applicable. You represent to Us that the Product Agreement(s) between Supplier and You is/are in full force and effect, and has/have not been amended, altered or terminated except by the amendments included as part of the Product Agreements and identified in this Supplement and/or provided to Us in connection with this Supplement. You agree that Our remittance(s) to the Supplier shall not be disbursed until We have received all documentation and information required by Us to accept this Supplement, which may include, without limitation, invoices and payment instructions.

For value received, You hereby unconditionally agree to repay Our advance to the Supplier(s) by paying to the order of Us the following Periodic Payments, according to the schedule as set forth below:

---

Description of Software Products – **INCLUDE DESCRIPTION OF SOFTWARE, GOODS, PRODUCTS AND/OR CERTAIN SERVICES WHICH MAY INCLUDE MAKE, MODEL AND SERIAL NUMBERS (ATTACH ADDITIONAL PAGE IF NECESSARY)**  
See attached Schedule A

---

Supplier(s): SHI International Corp.

Equipment Location: 420 N Pokegama Ave . Grand Rapids, MN 55744-2658

“License Fee” Owed by Customer under Product Agreement(s): \$21,947.65

Term: 40 Months, 3 Annual payments, 120 days deferred

Date Term Begins: \_\_\_\_\_ (completed by Us following Our acceptance of this Supplement)

Payment\*: \$7,315.88

Payment Period:     Month         Quarter  
                           Year          Other:

\$0.00 Payment(s) is(are) due at the time this Schedule is signed, which shall be applied to the:

First Lease Payment     First and Last Lease Payments     Other: Zero advance payments

Total Number of Payments: 3

Origination Fee: \$95.00

Returned Check/Non-sufficient Funds Charge: \$35.

The scheduled payments identified above reflect Sophos Payment Resources spread over like-term Treasury constant maturities as of March 22, 2024 (as referenced via the Federal Reserve website: <http://www.federalreserve.gov/releases/h15/update/default.htm>). Any increase to current Treasury constant maturities prior to commencement shall cause the Scheduled Payments to be adjusted accordingly. Scheduled Payments will be fixed upon the later of (i) the Acceptance Date, or (ii) the date Sophos Payment Resources countersigns the documents and commences the transaction. Customer hereby agrees to sign an amendment reflecting such increase upon request by Sophos Payment Resources.

---

#### Sophos Payment Resources

By: X  
Date: \_\_\_\_\_

#### You: City of Grand Rapids

By: X  
Name (Print): Tasha Connelly  
Title: Mayor  
Date Signed: \_\_\_\_\_

### Schedule A

#### City of Grand Rapids

#### City of Grand Rapids - 420 N Pokegama Ave, Grand Rapids, MN 55744-2658

Quantity	Manufacturer	Description
165	Sophos	Sophos Central Intercept X Advanced with XDR - Subscription license renewal (3years) - 1 user - volume, GOV - 100-199 licenses - Win, MacSophos - Part#: CIXXDU36AERGAAContract Name: Open MarketContract #: Open MarketCoverage Term: 7/1/2024 – 6/30/2027
50	Sophos	Sophos Central Intercept X Advanced for Server with XDR - Subscription licenserenewal (3 years) - 1 server - volume, GOV - 50-99 licenses - Linux, WinSophos - Part#: CIXXDS36BDRGAAContract Name: Open MarketContract #: Open MarketCoverage Term: 7/1/2024 – 6/30/2027
165	Sophos	Sophos Central Phish Threat - Subscription license (3 years) - 1 user - hosted -volume, GOV - 100-199 licensesSophos - Part#: PHISHU36AENGAACContract Name: Open MarketContract #: Open MarketCoverage Term: 7/1/2024 – 6/30/2027

Customer: City of Grand Rapids

Signature: \_\_\_\_\_

Title: Mayor

Addendum to Agreement # , between City of Grand Rapids, as Customer and Sophos Payment Resources, as Lessor. The words "you" and "your" refer to Customer. The words we, "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

**NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

**TITLE TO THE EQUIPMENT:** If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that 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 any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, at the end of the initial term, this Agreement shall renew on a month-to-month basis under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security



## Delivery & Acceptance Certificate

<b>Agreement or Lease #:</b> ("Agreement")	<b>Schedule No. (if applicable):</b> 1 ("Schedule")
<b>Customer:</b> City of Grand Rapids	<b>Lender or Lessor:</b> Sophos Payment Resources

(Collectively or individually, the Agreement and Schedule are referred to as the "Contract".)

The above Customer hereby unconditionally represents and certifies to the above Lender or Lessor, and agrees, that:

1. The following equipment, other personal property or software, if any, leased, financed or otherwise provided to Customer or otherwise constituting collateral relating to the above Contract (the "Goods"), has been fully delivered and is hereby irrevocably accepted by Customer:

**"See Attached Schedule A"**

2. There are no side agreements between Customer and any third party relating to the subject matter of the Contract, and no cancellation rights have been granted to Customer by the Lender or Lessor or any third party. There is no "free demonstration" or "test" period for the Goods.

3. Customer has reviewed and understands all of the terms of the Contract, and Customer agrees that the Contract cannot be revoked or cancelled or terminated early for any reason.

Customer hereby directs the Lender or Lessor to pay the vendor/supplier of the Goods. Customer agrees that (i) Lender or Lessor may insert the Agreement or Lease number above and the Delivery Date below if either is missing following the Customer's signature below and (ii) a facsimile of this document containing a facsimile of the Customer's signature shall be considered as valid and binding as the original for all purposes.

\_\_\_\_\_  
**Customer Authorized Signature**  
04/08/2024  
\_\_\_\_\_  
**Delivery Date of the Goods**

Tasha Connelly  
\_\_\_\_\_  
**Print Name**  
Mayor  
\_\_\_\_\_  
**Title**

### BILLING CONTACT INFORMATION

(Person in Charge of your Payables, Ex. A/P Clerk, Controller, etc.)

Sara Holum  
\_\_\_\_\_  
**(Contact Name)**  
218-326-7612  
\_\_\_\_\_  
**(Contact Direct Phone Number and Ext.)**  
ap@grandrapidsmn.gov  
\_\_\_\_\_  
**(Contact Email Address)**  
420 N Pokegama Ave, Grand Rapids, MN 55744  
\_\_\_\_\_  
**(Billing Address)**