

**ASSET PURCHASE, LIABILITY ASSUMPTION AND ACCOUNT SERVICING AGREEMENT
AND ASSET PURCHASE AGREEMENT**

Mitsubishi HC Capital America (Tech Finance) General Terms and Conditions

Effective Date: October 3, 2022

APLA Purchases

1. APLA Purchases.

(1) Upon the terms and subject to the conditions set forth herein, Seller agrees to sell to Purchaser all of Seller's right, title and interest in Eligible Accounts that Purchaser desires to purchase from Seller; provided that, the Termination Date has not occurred (unless such Purchased Account is an Additional Inventory Account). Purchaser has no obligation to purchase any Accounts of Seller, and all such purchases shall be in Purchaser's sole discretion. Purchaser will advise Seller of the Eligible Accounts that Purchaser has determined to purchase thereby converting such Eligible Accounts into Purchased Accounts. Seller will provide all information and documentation that Purchaser requests to make such discretionary determination. All customer invoices relating to Purchased Accounts must have a unique sequence number or prefix as required by Purchaser to identify Purchased Accounts or financed purchase orders (the "Unique Identifier").

(2) Purchase Price. The Purchase Price for each Purchased Account under this Section 1 and all other related Purchased Assets will be paid as set forth in Sections 2(b) and Attachment 1.

2. APLA Product Financing and Assumption of Liability

(a) Product Financing. Subject to Section 12, Purchaser has the right (but not the obligation) to finance the purchase price of any Equipment purchased by Seller pursuant to an Eligible PO. Purchaser will advise Seller of the Equipment Purchaser has agreed to finance, if any. Seller will provide all information and documentation that Purchaser requests to make such discretionary determination. All Eligible POs financed by Purchaser must include the Unique Identifier. Subject to clause (b) below, Seller will repay the purchase price of any Equipment financed by Purchaser upon demand together with the APLA Finance Fee attributable to such Equipment as if it related to a Purchased Account, as determined by Purchaser in good faith; provided, that such amount will be immediately due and payable on the first date on which any of the following occurs: (i) the underlying purchase order is no longer an Eligible PO; (ii) the resulting Account is not an Eligible Account or is not purchased by Purchaser; and (iii) unless otherwise pre-approved by Purchaser in writing, the related Equipment has not been shipped within 30 days of the date of the related Bona Fide Customer Order. In addition, Seller agrees as follows:

(1) Seller will have all ordered Equipment be shipped either directly to the applicable Eligible Obligor or, in the event that in the reasonable judgment of Seller such direct shipment is not practicable, be stored, pending shipment to such customers, at the sole cost and expense of Seller, in a commercially reasonable manner, at a location controlled by or under contract with Seller that has been pre-approved by Purchaser in writing (a "Seller Storage Site"). Seller will provide Purchaser with prompt notice of the use of, and a list of the Equipment stored in, any Seller Storage Site and the location, owner and operator thereof. Seller agrees to use its best efforts to cause any third-party lessor or warehouseman of any Seller Storage Site to acknowledge and subordinate to Purchaser's interest in the Equipment located therein.

(2) Subject to Section 2(a)(3), Seller will keep any Equipment billed to any Account Debtor but not yet shipped by Seller (a "bill and hold") physically segregated from all other Equipment in Seller's possession and such Equipment will be identifiable as "sold". Seller further agrees that any Equipment purchased by Seller with its own resources or credit provided from sources other than Purchaser, even if in contravention of Section 6(f)(2), will be identifiable as Seller's property by labeling "Property of [Seller]", and will also be kept physically segregated from all other Equipment in Seller's possession.

(3) No purchase of Equipment to support customer stocking levels or bill and holds (or the like) are eligible to be financed hereunder unless (y) Purchaser provides prior written consent, or (z) the Equipment so purchased is supported by a Customer Stocking Letter.

(b) Assumption of Liability; Payment of Purchase Price. Upon the purchase of a Purchased Account constituting an Eligible Product Receivable under Section 1, Purchaser assumes all related Eligible Vendor Liability. The assumption of Eligible Vendor Liability in any Month will: (i) constitute partial payment, dollar for dollar, of the Purchase Price for the Purchased Assets relating to Eligible Product Receivables sold during such Month and (ii) terminate the obligation of Seller to repay the purchase price of the related Equipment in connection with the Equipment financing. Upon Purchaser's purchase of a Purchased Account constituting an Eligible Product Receivable and upon assumption of the related Eligible Vendor Liability, Purchaser automatically

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acquires all of Seller's right, title and interest in and to the Related Security, including all of Purchaser's rights in the related Equipment.

(c) Vendor Servicing. Purchaser agrees to service and administer the payment of Eligible POs to the applicable Authorized Supplier (the "Vendor Services"); however, Purchaser has no obligation to perform any Account Services.

(d) No Warranty. Purchaser neither warrants any Equipment nor is responsible for any Equipment that is defective or fails to conform to any warranties extended by any other Person.

(e) Unapplied Credits; Rebates. Purchaser owns any and all Unapplied Credits and Early Pay Discounts ; provided however, that Purchaser agrees that it will credit to Seller amounts paid by an Account Debtor to the Lockbox Account that Purchaser confirms to its satisfaction are not associated with a Purchased Account and, further, that any and all Unapplied Credits shall first be applied by Purchaser to any Accounts written off with any excess being credited to Cost. Seller retains all Rebates, except that Purchaser retains ownership to any Rebates reflected in the Cost.

(f) APLA Finance Fee. Purchaser will receive certain fees, including the APLA Finance Fee, in respect of the product financing, service receivable purchases and Vendor Services provided by Purchaser hereunder during each Month in an amount calculated as provided in Attachment 1.

(g) Backlog Accounts. Upon the Termination Date, Purchaser may elect to (i) purchase any or all Backlog Accounts, thereby deeming them Purchased Accounts hereunder and/or (ii) cancel any Backlog Purchase Orders and take any actions in connection therewith.

(h) Adjusted SOFR Disclaimer; Inability to Determine Adjusted SOFR.

(1) Adjusted SOFR Disclaimer. Purchaser does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to Adjusted SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto, including whether the composition or characteristics of any such alternative, successor or replacement rate will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, Adjusted SOFR or any successor rate prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any successor rate or conforming changes made by Purchaser in connection with the implementation of a successor rate. Purchaser and its affiliates or other related entities may engage in transactions that affect the calculation of Adjusted SOFR, any alternative, successor or replacement rate or any relevant adjustments thereto, in each case, in a manner adverse to Seller. Purchaser may select information sources or services in its reasonable discretion to ascertain Adjusted SOFR or any other successor rate or any component definition thereof or rates referred to in the definition thereof, in each case pursuant to the terms of the Agreement and the other Transaction Documents, and shall have no liability to Seller or any other person, governmental authority or other entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error by, or any calculation of any such rate (or component thereof) provided by, any such information source or service.

(2) Inability to Determine Adjusted SOFR. If Purchaser determines (which determination shall be conclusive and binding absent manifest error) that Adjusted SOFR (or any component thereof) cannot be determined pursuant to the definition thereof, Purchaser shall notify Seller of such event and shall select, in its discretion, as of any such determination date, an alternate rate of interest, together with any spread or other adjustment to be applied to such an alternate rate of interest to account for the effects of the transition from Adjusted SOFR to such an alternate rate of interest, as Purchaser may determine in its discretion, to replace Adjusted SOFR giving due consideration to any industry-accepted rate of interest (including with respect to any spread or other adjustment) as a replacement for transactions based on Adjusted SOFR (or any component thereof) at such time, such alternate rate and any spread or other adjustments with respect thereto to become effective immediately upon notification from Purchaser to Seller. If deemed necessary by Purchaser, Seller agrees to enter into an amendment to the Agreement to reflect such alternate rate of interest and such other related changes to the Agreement as Purchaser may request. If the alternate rate of interest determined pursuant to this Section 2(h)(2) shall be less than zero, such rate shall be deemed to be zero for purposes of the Agreement.

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3. Effectiveness; True Sale; Disclaimer of Liability. Seller and Purchaser agree that the sale and assignment of each Purchased Asset pursuant hereto will be effected immediately and automatically without any further action required, and that the sale and assignment of the Purchased Assets hereunder is an absolute sale and assignment of the Purchased Assets for valuable consideration and in no event should the same ever be construed as an assignment of the Purchased Assets for or by way of security only. Purchaser has no obligation or liability with respect to any Contracts or underlying obligations or services relating to the Purchased Assets (except for any Eligible Vendor Liability that are expressly assumed by Purchaser hereunder), and Purchaser has no obligation or liability to any obligor thereon or Account Debtor or customer or other client of Seller (including any obligations to perform any of Seller's obligations under or in respect of Contracts or other underlying obligations relating to the Purchased Assets). The assumption of any such obligation or liability by Purchaser is expressly disclaimed. For the avoidance of doubt, Seller (and not Purchaser) is the employer of any personnel required to render any services giving rise to any Eligible Service Receivable or any other Account arising from the performance of services by Seller or its agent.

4. Conditions Precedent

(a) Effectiveness. The Agreement is effective upon completion of all of the following conditions, to Purchaser's full satisfaction: (1) Purchaser has received: (i) all duly executed Transaction Documents and all other documents, instruments, information, agreements, notes, guarantees, certificates, orders, authorizations, financing statements, mortgages and other documents Purchaser may request, (ii) officer's certificates certifying to the organization, existence and good standing of Seller, the authorization of the transactions contemplated hereby and such officers' incumbency, (iii) all requested due diligence information, (iv) the results of all requested lien searches, (v) all requisite governmental and third party approvals and consents necessary for Seller to enter into and perform its obligations under the Agreement, and (vi) a Seller Power of Attorney; and (2) the non-existence of any Legal Action(s) by, against, or affecting Seller or any of its subsidiaries or property; and (3) confirmation Seller's representations and warranties hereunder are true and correct in all material respects as of the date hereof, by receipt of all requested officer's certificates.

(b) Purchases. The following must be true, to Purchaser's full satisfaction, prior to the purchase of any Purchased Assets on any Purchase Date: (1) the representations and warranties contained herein and in the other Transaction Documents are true, correct and complete in all material respects on and as of the applicable Purchase Date, or as to an earlier date if applicable; (2) Seller has performed in all material respects all required agreements under the Agreement and the other Transaction Documents, and no Termination Event, default or event of default has occurred and is continuing; (3) the non-existence of any Legal Action(s) by, against, or affecting Seller or any of its subsidiaries or property that, in Purchaser's judgment, would be expected to have a Material Adverse Effect; and (4) Seller has received all requisite governmental and third party approvals and consents.

5. Seller Representations and Warranties. Seller hereby represents and warrants to Purchaser the following:

(a) Corporate Existence and Power. Seller is a limited liability company or corporation duly organized, duly qualified, empowered, licensed, authorized, validly existing and in good standing under the laws of the state of its organization and in each jurisdiction in which its business is now conducted except in such jurisdictions other than its state of organization where the failure to be in good standing, or to be so qualified or licensed, would not reasonably be expected to have a Material Adverse Effect.

(b) Authorization and Contravention. Seller's execution, delivery and performance of the Agreement and the other Transaction Documents have been duly authorized by all necessary action, require no further action by anyone (except for UCC financing statements), and do not contravene, or constitute a default under, any applicable law, rule or regulation, Seller's organizational documents or otherwise, or result in the creation or imposition of any adverse lien or encumbrance upon Seller's assets.

(c) Legal Proceedings. There are no judgments related to or affecting Seller's property, nor is there any Legal Action pending, or to the best of the knowledge of Seller, threatened, against or affecting Seller or its property. Seller is not in violation of any material order of any court, arbitrator or governmental entity.

(d) Enforceability. Each Transaction Document has been duly executed and delivered and constitutes the legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium or other similar laws affecting the rights of creditors generally.

(e) Good Title. Seller has good and marketable title to the Purchased Assets and Equipment, free and clear of all liens, claims and encumbrances, security interests or restrictions on transfer. Upon each sale, Purchaser will acquire a valid ownership

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interest in each Purchased Asset. All Purchased Assets and Equipment must be free and clear of all liens, security interests or restrictions on transfer (except as created by Purchaser).

(f) Location of Books and Records. All books and records pertaining to the Purchased Assets will, at all times, be maintained solely and exclusively at the address for Seller listed on the cover page of the Agreement.

(g) No Default. Seller is not in default in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any Contract or Purchased Asset and no condition exists that, with the giving of notice or the lapse of time, would constitute such a default under any Contract or Purchased Asset.

(h) No Violation of Laws. Seller is not in violation of any law, ordinance, rule, regulation, order, policy, guideline, or other requirement having jurisdiction over the conduct of Seller's business or the ownership of Seller's properties, including any violation relating to any use, release, storage, transport, or disposal of any hazardous material, which violation could reasonably be expected to have a Material Adverse Effect on Seller's business or operations and no such violation has been alleged.

(i) Disclosure; Accuracy of Information. All representations and warranties of Seller contained in the Transaction Documents and the information furnished to Purchaser thereby or therefor is and will be complete, accurate, and correct in all material respects at the time the same is furnished and, when taken together, do not contain any untrue statement of a material fact or omit to state a material fact. There is no fact known to Seller that has had or could reasonably be expected to result in a Material Adverse Effect. Any projections furnished to Purchaser are based upon good faith estimates and assumptions believed by Seller to be reasonable at the time made.

(j) No Bulk Sales. No transaction contemplated hereby requires compliance with any bulk sales act or similar law.

(k) Preference; Voidability. Purchaser has given reasonably equivalent value to Seller in consideration for the sale of the Purchased Assets and each such sale has not been made for or on account of an antecedent debt owed by Seller to Purchaser.

(l) Use of Proceeds. Seller will use the proceeds of the purchases under the Transaction Documents solely for general working capital purposes or other general corporate purposes, and no proceeds will be used by Seller to acquire any security in any transaction subject to Section 12 of the Exchange Act or for any purpose that violates any applicable law, rule or regulation, including Regulation U of the Federal Reserve Board.

(m) Purchased Assets from Entities in Good Standing. Each of the Purchased Assets was or will be originated or created by Seller while it was or is in good standing under the laws of the state of its organization and every other applicable jurisdiction, except where the failure to be so qualified or in good standing would not have a Material Adverse Effect. At the time of its sale and assignment to Purchaser, each Purchased Account is a valid, bona fide Account, representing an undisputed indebtedness incurred by the named customer for goods actually sold and delivered or for services completely rendered and such Purchased Account would qualify as an Eligible Account.

(n) Deposit Accounts. Except for those accounts described in Attachment 1, Seller does not own, maintain or have any direct or indirect rights in any Deposit Accounts. Seller will not establish a new Deposit Account until the earliest to occur of (i) the Final Liquidation Date, (ii) the date on which the Termination Option is consummated, and (iii) such earlier date as solely determined by Purchaser.

(o) Continuing Representations. All representations, and warranties contained in the Agreement are true and correct as of the date hereof and will be deemed continuing.

6. Seller Covenants. At all times from the date hereof to the earlier of the Final Liquidation Date and the date on which the Termination Option is consummated:

(a) Conduct of Business. Seller will remain duly organized, validly existing and in good standing as a domestic limited liability company or corporation in its jurisdiction of organization and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted, except where the failure to do so would not have a Material Adverse Effect.

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(b) Compliance with Laws. Seller will comply with all laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it or its properties may be subject.

(c) Compliance with Contracts. Seller will timely and fully perform and comply with all material provisions, covenants and other promises required to be observed by Seller under the Contracts.

(d) Sale Treatment. Seller will treat the purchases under the Agreement for all purposes as sales and to the extent any such reporting is required, will report the transactions contemplated by the Agreement on all relevant books, records, financial statements and other applicable documents as a sale of Purchased Assets to Purchaser.

(e) Ownership Interest. Seller, at its own expense, will establish and maintain a valid and enforceable ownership interest in the Purchased Assets, free and clear of all liens, claims and encumbrances, security interests or restrictions on transfer (except as created by Purchaser), in favor of Purchaser (or its assignee), including taking such actions as Purchaser may reasonably request.

(f) No Sales, Liens, Etc.; Equipment Orders. Seller will not sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any liens, security interests or restrictions on transfer upon or with respect to the following (other than those in favor of Purchaser): (i) any of the Purchased Assets, (ii) the Lockbox Account, or any assets in the Lockbox Account, or (iii) any Equipment.

(g) No Extension or Amendment of Purchased Accounts. Seller will not extend, amend, modify or waive the terms or conditions of any Purchased Accounts or Contracts.

(h) Payment Instructions; Lockbox Account; Collection Calls.

(1) Purchaser will deliver a letter to each of Seller's Account Debtors, at Seller's expense, notifying them that Purchaser will purchase Accounts and instructing such Account Debtors to cause all Collections and all other payments to Seller (on Purchased Accounts or otherwise) to be deposited directly to the Lockbox Account (the "Lockbox Instruction Letter"). In addition, Seller will instruct all Account Debtors to cause all payments and other collections in respect of Purchased Accounts and receivables owned by Seller that are not Purchased Accounts to be deposited directly into the Lockbox Account. All collections not made to the Lockbox Account must, immediately upon receipt by Seller, be deposited by Seller into the Lockbox Account.

(2) Purchaser has the right at any time to communicate with and contact any Account Debtor to confirm receipt of and compliance with the Lockbox Instruction Letter, and (if necessary) assist with such compliance. Seller agrees to promptly provide Purchaser with contact information of all Account Debtors upon Purchaser's request.

(3) Any remittances made or directed to anywhere other than the Lockbox Account will be held in trust for Purchaser's benefit and as Purchaser's property. Seller agrees to forward such remittances to the Lockbox Account. Purchaser and Purchaser's designee are hereby appointed Seller's attorney-in-fact to endorse Seller's name on any and all checks or other forms of remittances; this power, being coupled with an interest, is irrevocable.

(4) Seller will not make any change to, redirect from or in any way contravene the instructions in the Lockbox Instruction Letter. Seller will not maintain any lockbox or other collection account other than the Lockbox Account. If the Termination Date occurs, Seller will not establish a new lockbox or other collection account until the earliest to occur of (i) the Final Liquidation Date, (ii) the date on which the Termination Option is consummated, and (iii) such earlier date as solely determined by Purchaser.

(5) Seller acknowledges and agrees that disbursement of all funds deposited in the Lockbox Account will follow the disbursement procedures set forth in Section 12(i).

(i) Change in Name or Organization. Seller will not change its name (without providing at least 30 days prior written notice) nor its identity, type of organization, jurisdiction of organization, organizational structure or chief executive office location.

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(j) Notice of Change of Control. Seller will promptly, and in any case not less than 20 business days prior to effectiveness, provide Purchaser with written notice of any proposed Change of Control.

(k) Intercreditor Agreement. Seller covenants and agrees that it will deliver to Purchaser a duly executed Intercreditor Agreement acceptable to Purchaser in all respects prior to granting any security interest in any of Purchaser's assets to any other Person.

(l) Sales Tax. Seller is solely liable for the payment of, and will promptly pay when due, all sales taxes resulting from the sales of Equipment. Seller will be solely liable for the cost and expense of filing all such tax returns.

(m) No Sales from Entities Not in Good Standing. Seller covenants and agrees that it will not sell any Purchased Assets to Purchaser that are originated or created when Seller is or was not in good standing under the laws of the state of its organization or any other applicable jurisdiction.

(n) Deposit Accounts. At its own expense, Seller will provide Purchaser with unrestricted electronic access to view at any time all of the account activity, bank statements, records and other information relating to Seller's Deposit Accounts. If such electronic access is unavailable, Seller will provide to Purchaser within 15 days of the end of each Month copies of all such information and documentation relating to Seller's Deposit Accounts.

(o) Change of Location of Equipment. Seller will not change any of its locations of Equipment financed in whole or in part by Purchaser. Seller agrees and acknowledges that Seller will be solely liable for any losses incurred at any non-reported location and will indemnify Purchaser for any loss incurred by Purchaser thereby.

(p) Government Contracts.

(1) Seller and any Affiliate of Seller (i) is satisfactorily performing under all Government Contracts and has no basis to believe otherwise, in whole or in part, (ii) is not in breach of any Government Contract nor suspended or debarred from doing business with any United States Debtor, and has no basis to believe otherwise, (iii) is not under investigation by a United States Debtor or Office of Inspector General, and (iv) is not subject to an administrative settlement agreement. Each Government Contract was awarded based solely on the merits and was not the product of procurement fraud, artifice, collusion, bid rigging, kick-back, illegal gratuity, or other violation of applicable laws.

(2) In addition to all other requirements herein, with respect to each Government Contract, Seller will (i) deliver to Purchaser a true and correct copy thereof, (ii) promptly notify Purchaser of any material amendments thereto, (iii) cause moneys due or to become due to be assignable, (iv) comply with each agency specific guidance, rules and regulations that supplement the Federal Acquisition Regulations in respect to assignment of claims. Seller will do all that is necessary, and cause each United States Debtor to do all that is necessary, to comply with the Federal Assignment of Claims Act and cause the assignment to Purchaser of Seller's interests in the Accounts arising from each such Government Contract to be completed on or before the date that is 45 days from the date such Government Contract was entered into or renewed. Seller will cause each Government Contract to contain FAR 52.232-23 (Alternate 1) language, which expressly provides for no set-off against assigned payments.

7. Breach of Representation, Warranty or Covenant; Remedy. If Seller breaches any representation, warranty or covenant set forth herein with respect to any Purchased Account, and such breach is not cured within 3 days after written notice thereof, Seller will purchase such Purchased Account within 5 business days after receipt of written notice from Purchaser.

8. Repurchase Obligation. Seller irrevocably agrees that, within 10 business days after receipt of Purchaser's written notice, it will purchase from Purchaser (in each case, free and clear of any liens, claims and encumbrances, security interests or restrictions on transfer existing by, through or under Purchaser):

(a) Purchased Accounts at a price equal to the outstanding balance thereon, if: (i) the Account Debtor thereunder was not an Eligible Obligor on the date of Account creation, (ii) the Account was not an Eligible Account on the date of Account creation, (iii) the purchase order for the related Equipment was not an Eligible PO on the date of purchase order creation or (iv) such Account remains uncollected after 90 days from the invoice date; or

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(b) vendor receivables resulting from special bids or Equipment returns that the vendor rejects as non-valid claims, in each case, related to the Purchased Accounts, at a purchase price equal to the outstanding balance due thereon; or

(c) debit balances owing by any Equipment vendor in respect of any Eligible Vendor Liability remaining uncollected after 90 days from the date of the Eligible PO, at a purchase price equal to the outstanding balance due thereon; or

(d) any Equipment, the sale of which created a Purchased Account, returned by an Account Debtor that Seller or Purchaser are unable to return to the vendor, at a purchase price equal to the outstanding balance due on the related Eligible Vendor Liability; provided, however, that Seller will have no obligation to repurchase any Purchased Account or Equipment under this Section until the date which is 90 days after the invoice date for such Purchased Account or Equipment; provided, further, that in no case will Seller have any obligation to repurchase any Purchased Account or Equipment pursuant to the Agreement solely as a result of the failure of the Account Debtor to pay for the purchase of such Equipment or related services as a result of the Account Debtor's financial inability to pay or insolvency (as opposed to the unwillingness to pay as a result of any issues with the Equipment or services provided by Seller). Notwithstanding anything to the contrary contained herein, Seller is obligated to repurchase, within 10 days after receipt of notice from Purchaser, any Purchased Account with respect to Accounts which, at the time of the relevant transaction, Seller knew or should have known that any of the statements found in subparts (a)(i)-(iii) of this Section were true.

9. [Reserved.]

10. Term and Termination

(a) Term. Except as otherwise stated herein, the term of the Agreement is 3 years from the date hereof; provided, however, that the Agreement will automatically renew and extend for additional periods of one year unless terminated earlier as provided hereunder.

(b) Purchaser Termination. Purchaser has the right to terminate the Agreement upon the occurrence of any of the following events (each, a "Termination Event"): (1) Seller defaults in the performance of any of its material obligations under any Transaction Document and such default continues uncured for 30 days after the earlier of (x) Purchaser's delivery of written notice thereof to Seller and (y) the date upon which Seller has knowledge thereof; (2) a Bankruptcy Event occurs; provided that, this event will cause automatic termination; (3) a Change of Control occurs and Purchaser has not provided prior written consent thereto; (4) anything occurs that accelerates or enables the acceleration of any secured indebtedness of Seller; (5) [reserved]; (6) Seller defaults in the performance of the covenant set forth in Section 6(f)(2); (7) any event occurs that has a Material Adverse Effect; (8) Seller fails to administer the Serviced Accounts or provide the Account Services in any material respect without cure for 3 days; (9) a material impairment occurs as to Seller's ability to perform under any Transaction Document; (10) any of Seller's representations or warranties made in any Transaction Document is untrue when made or deemed made; (11) any default by Seller under any Transaction Document occurs within one year after another default by Seller under any Transaction Document has occurred; or (12) Seller fails to administer all or any portion of the Accounts in compliance with all Transaction Documents or Seller causes or allows the wrongful application of funds.

(c) Termination by Prior Notice. Seller and Purchaser each have the right to terminate the Agreement at any time for any reason upon 120 days prior written notice to the other party.

(d) Seller Termination. Seller has the right to terminate the Agreement upon the occurrence of any of the following events: (1) Purchaser defaults in the performance of any of its material obligations under any Transaction Document and such default continues uncured for 30 days after written notice of such default has been delivered by Seller to Purchaser; or (2) a Bankruptcy Event occurs with respect to Purchaser.

(e) Fees Upon Termination

(1) Unpaid Commitment Fee. If Purchaser terminates the Agreement pursuant to Section 10(b) or (ii) if Seller terminates pursuant to Section 10(c), Seller shall pay Purchaser an unamortized commitment fee calculated as provided in Attachment 1 (the "Unpaid Commitment Fee").

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(2) Unpaid Finance Fee. If the Agreement is terminated for any reason, Seller will pay Purchaser a fee calculated in accordance with Attachment 1 (such fee, the “Unpaid Finance Fee”).

(f) Survival of Terms. The terms in Attachment 1 and Sections 2, 3, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15(n), 15(o), 15(p) and 16 of the Terms and Conditions will survive the termination of the Agreement.

(g) Termination Option. During the continuance of a Termination Event and upon the occurrence of the Termination Date, Purchaser will have no obligation to purchase any Accounts, provide any Equipment financing, provide any Vendor Services or otherwise hereunder and Purchaser will have the right to revoke its agreement to purchase any Accounts or to provide any Equipment financing not yet consummated. Further, upon the giving of notice of termination under any provision of the Agreement, Purchaser may impose such restrictions and limits on any further purchases of any Accounts and the provision of any Equipment financing as determined in Purchaser’s discretion. Seller will have the option (the “Termination Option”), at its sole discretion and at its sole expense, for 10 business days after the date of the termination of the Agreement, to purchase from Purchaser (free and clear of any liens, claims and encumbrances, security interests or restrictions on transfer existing by, through or under Purchaser) all, but not less than all (including any Backlog Accounts and Additional Inventory Accounts), of the outstanding Purchased Assets at a purchase price equal to the sum of (x) the aggregate outstanding balance of all Purchased Assets and (y) the APLA Finance Fee attributable to such Purchased Assets. Purchaser’s obligation to consummate the Termination Option is subject to the satisfaction of the following conditions precedent: (1) Purchaser has received duly executed documents governing the Termination Option, satisfactory solely to Purchaser, stating that such purchase is without recourse to Purchaser, disclaiming any representation or warranty by Purchaser with respect to any such property, and disclaiming knowledge of the existence (or not) of any liens, encumbrances or restrictions on transferability on or with respect to such property; (2) Purchaser has received all necessary consents, payoff letters, lien releases and termination statements from its creditors permitting it to consummate the Termination Option; (3) Purchaser has received in immediately available funds in the amount of the purchase price for the Termination Option and all fees and costs (including reasonable attorneys’ fees of internal and external counsel) incurred by Purchaser in connection therewith; (4) no action, suit, or proceeding is pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (y) prevent consummation of the Termination Option or (z) cause the Termination Option to be rescinded following consummation; and (5) Purchaser has received such other certificates, instruments, documents or agreements as it may request.

(h) Assumption of Contracts Upon Termination. Upon termination of the Agreement pursuant to Section 10(b), at the discretion of Purchaser and without any further action on the part of Seller, any and all Contracts related to any Purchased Account will be assigned to, and assumed by, Purchaser or its delegatee or designee for the purpose of processing and collecting the outstanding Purchased Assets (including any Backlog Accounts and Additional Inventory Accounts).

(i) Actions upon Termination. For the period beginning on the date on which the Agreement terminates to and including the earliest to occur of (x) the Final Liquidation Date, (y) the date on which the Termination Option is consummated and (z) such earlier date as solely determined by Purchaser:

(1) Purchaser will have the option to purchase or to cause Seller to purchase, such additional Equipment as Purchaser deems necessary, advisable or desirable to (i) satisfy any Bona Fide Customer Orders outstanding thereon, (ii) facilitate transactions winding down or any payments owed by Seller to Purchaser under any Transaction Document, or (iii) otherwise, as solely determined by Purchaser (such additional Equipment, the “Additional Inventory”);

(2) if Purchaser exercises the Additional Inventory option, Seller will provide assistance to and cooperate with Purchaser, and its designees as requested by such Person, to purchase the Additional Inventory and to collect the Purchased Accounts;

(3) Seller irrevocably appoints Purchaser (such appointment being coupled with an interest) as Seller’s attorney-in-fact, with full authority in the place and stead and name of Seller, from the date on which the Agreement is terminated to and including the earliest to occur of (x) the Final Liquidation Date, (y) the date on which the Termination Option is consummated and (z) such earlier date as solely determined by Purchaser, to take any action and to execute any instrument that Purchaser believes necessary, advisable or desirable to facilitate transactions winding down or satisfy any amounts owed by Seller to Purchaser under any Transaction Document, including using any manufacturer, supplier, vendor or other distributor equipment authorization of Seller in connection with the purchase of Additional Inventory and using, dating and/or sending the original or copies of the Seller Power of Attorney or any Transaction Documents to any manufacturer, supplier, vendor or other distributor of Additional Inventory;

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(4) Seller agrees that it will not take action to amend, terminate, interfere with or otherwise modify the rights granted regarding Additional Inventory or the Seller Power of Attorney without Purchaser's prior written consent;

(5) for purposes of exercising Purchaser's rights and remedies and taking action under this Section, Seller hereby grants to Purchaser an irrevocable, nonexclusive worldwide license (exercisable without payment of royalty or other compensation to Seller) to use, operate under, license, or sublicense any patent, copyright, trademark, license or other intellectual property now or hereafter owned by or licensed to Seller, including any manufacturer, supplier, vendor or distributor equipment authorizations;

(6) if Purchaser exercises the Additional Inventory option, Purchaser may purchase any such Additional Inventory Accounts arising therefrom, in which case, each such Additional Inventory Account will be deemed to be a Purchased Account; and

(7) Seller will no longer have the right to perform the Account Services on Purchaser's behalf; provided, however, that Purchaser may choose to wind up incomplete Account Services by any of the following methods: (A) Purchaser may permit Seller to continue to perform the Account Services on Purchaser's behalf and, in such case, the terms of the Agreement will continue and be deemed to govern such administration and collections; (B) Purchaser may appoint its employees or one or more third parties to provide the Account Services; (C) Purchaser may pay any and all other amounts owing to Seller under the Transaction Documents on or prior to the Final Liquidation Date by transferring (to the extent owned by Purchaser) all or any portion of the uncollected Serviced Accounts and vendor receivables to Seller, upon which all such amounts owing to Seller will be deemed to have been paid in immediately available funds and the balance thereof reduced by the book value of the transferred assets (or in the case of Account acquired pursuant to the Terms and Conditions for APA purchases, the APA Purchase Price of the outstanding balance thereof). Seller will be liable, and hereby agrees to promptly pay in immediately available funds, all actual fees and expenses related to the administration, collection and liquidation of the Serviced Accounts, including fees and costs of collection and liquidation thereof by employees or affiliates of Purchaser, fees and costs of third parties retained to liquidate assets, reasonable legal costs, finance costs, and reasonable other costs or fees incurred by Purchaser as a result of the termination.

11. Joinder. All subsidiaries of Seller created after the date hereof, as well as all Affiliates of Seller as required by Purchaser from time to time, must join all Transaction Documents as a "Seller" (or appropriate party) by execution of agreements and documents satisfactory to Purchaser in its discretion within 10 business days of the date of creation of such subsidiaries or requirement of such Affiliates, as applicable.

12. Administration; Account Servicing; Reporting Requirements.

(a) Purchase Orders and Invoices. Seller agrees to prepare and mail all invoices relating to all Purchased Accounts, but Purchaser may do so at Purchaser's option, but at Seller's expense. In addition, Purchaser requires that Seller execute and deliver to Purchaser for its approval all of the following documents before Purchaser agrees to purchase any Eligible Accounts or finance any Equipment pursuant to the terms hereof: (1) confirmatory schedules of the Purchased Accounts; (2) all related Bona Fide Customer Orders and related Supplier Purchase Orders; (3) copies of each related customer invoice, manufacturer, supplier, vendor or other distributor invoice, acceptable evidence of shipment and such other documentation and proofs of delivery as Purchaser may require; and (4) other items as Purchaser may request.

(b) Delivery of Supplier Purchase Orders. Pursuant to Section 12(a), Purchaser requires that Seller obtain the prior approval of Purchaser with respect to any Supplier Purchase Order. Purchaser, upon approving such Supplier Purchase Order, will either (i) issue such purchase order to the Authorized Supplier on behalf of Seller, or (ii) allow Seller to issue such Supplier Purchase Order to the Authorized Supplier so long as the Authorized Supplier is required to obtain Purchaser's approval before the Authorized Supplier accepts such Supplier Purchase Order.

(c) Account Debtor Forms. Seller will supply Account Debtors, in the format required by Account Debtors, with all forms, documents, certificates, etc. that Account Debtors require to process payment for Serviced Accounts.

(d) Additional Documentation; Access. If Purchaser requests, Seller will provide Purchaser with copies of all of Seller's bills of lading or proofs of delivery and supplier invoices and receiving evidence and of Seller's sales registry, sales journal,

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or other information regarding sales or services rendered, including customer open order reports. At all times, Seller will provide Purchaser with continuing read-only account access to any and all Deposit Accounts listed in Section 5(n).

(e) Eligible Service Receivable Schedule. Seller will furnish to Purchaser once each calendar week a proposed electronic schedule of Eligible Service Receivables proposed to be purchased during such week for Purchaser's review and approval.

(f) Account Servicing Appointment. Until termination hereof, Purchaser hereby appoints Seller to perform the following services (collectively, the "Account Services"), and Seller hereby accepts such appointment (it being agreed that Purchaser retains the right to appoint other managers or servicers to perform some or all of such services as further set forth herein): (1) act as servicer for the billing and collection processes associated with the Serviced Accounts; (2) provide Purchaser with any information requested in connection with the maintenance of Credit Insurance with respect to the Serviced Accounts, seek necessary approvals under Purchaser's Credit Insurance policy, and report, file and administer claims for reimbursement thereunder when necessary; and (3) maintain Purchaser's books and records as described herein. Seller covenants and agrees with Purchaser that in performing the Account Services and its obligations hereunder, and discharging its duties hereunder, Seller will use such care and skill as a prudent Person would exercise or use under similar circumstances with respect to its own assets.

(g) Account Servicing.

(1) Seller will act as a servicer to service, administer, monitor and pursue collection of the Serviced Accounts on behalf of Purchaser; provided, however, that Purchaser may, in its discretion and without Seller's consent, assume, in respect of any Serviced Accounts, the servicing, administering, monitoring and/or collection thereof; provided further, that if Purchaser assumes collection, Seller will have no liability in connection with the non-collectability thereof, except if caused by Seller's gross negligence, willful misconduct or breach of the Agreement or any other Transaction Document. In connection with the foregoing, Seller will, among other things, (i) generate accurate invoices and other billing statements and records (including proofs of delivery) required by Account Debtors for timely payment and (ii) deliver accurate invoices and other billing statements and records (including proofs of delivery) to Account Debtors in a timely manner. All costs of servicing the Serviced Accounts and providing the other Account Services will be borne solely by Seller.

(2) All credits in Serviced Accounts are and will be the property of Purchaser, and will be managed and applied by Seller in accordance with the following: (i) all credits that exceed the Maximum Credit Amount provided in Attachment 1, individually or in connection with any series of related events or circumstances, applied to a customer's Account must be reviewed and approved by Purchaser; (ii) credits will be applied solely to the Accounts of the applicable customer in respect of which such credits arose; (iii) all credits applied to a customer's Account must be authorized by such customer; (iv) if invoices are outstanding on a customer's Account, no credit will be used to purchase new Equipment for such Account or such customer; (v) so long as there are any outstanding invoices with respect to a customer's Account (or other amounts payable by such customer with respect thereto), no credit will be issued to such customer in any form; and (vi) Unapplied Credits will first be applied to any Accounts written off with any excess being credited to Cost unless otherwise directed by Purchaser.

(3) In the event (i) Seller fails to apply any credits in accordance with Section 12(g)(2), (ii) any customer disputes the application of such credit or (iii) Purchaser determines that Seller misapplied any credits, Purchaser may deduct such misapplied or disputed credits against any amount due and payable to Seller in any capacity under any Transaction Document.

(4) Purchaser has the right at any time, without notice to or consent of Seller, to communicate with and contact any Account Debtor regarding the servicing, administration and collection of the Serviced Accounts. Seller agrees to promptly provide Purchaser with contact information of all Account Debtors upon Purchaser's request.

(5) Purchaser has the right at any time, without Seller's consent, to appoint one or more managers, servicers or agents to manage certain aspects of Purchaser's business operations, other than Purchaser's business operations related to the Transaction Documents. Seller agrees that Purchaser has no obligation to discuss or otherwise reveal to Seller any information or strategies relating to such other business operations of Purchaser.

(h) [Reserved].

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(i) Lockbox Procedures. For all funds deposited in the Lockbox Account, either Seller or Purchaser, as agreed upon between them, or if not agreed, Purchaser, (the “A/R Reconciler”) will endeavor to transfer within 1 business day, and will within no more than 3 business days from the deposit of such funds into the Lockbox Account, identify the appropriate invoice against which such funds should be applied (which shall be in accordance with the allocations based on sequence numbers as set forth below) and the account into which such funds should be transferred and deliver to the other of them (the “A/R Approver”) a notice of transfer (a “Notice of Transfer”), identifying the amount to be transferred from the Lockbox Account into such account(s). Allocations of funds will be made as follows: (i) all deposits made in the Lockbox Account (x) for which the remittance advise sets forth an invoice with the Unique Identifier or (y) which relates to receivables purchased hereunder or under the Terms and Conditions for APA purchases, as applicable, will be identified for transfer to an account in the name of Purchaser (as identified in writing by Purchaser from time to time) or, to the extent so instructed by Purchaser in writing, to an account in the name of Purchaser (as identified in writing by Purchaser from time to time); and (ii) all deposits made into the Lockbox Account for which the remittance advise sets forth with the Unique Identifier and which do not relate to receivables purchased hereunder or under the Transaction Documents will be identified for transfer to the account of Seller as identified in Attachment 1. Promptly thereafter, but in any event no later than one business day after the delivery of the Notice of Transfer to the A/R Approver (the “Approval Period”), the A/R Approver must either approve or object to the Notice of Transfer. If Seller is the A/R Approver and fails to approve or object to the Notice of Transfer within the Approval Period, then Seller will be deemed to have approved the Notice of Transfer. If the A/R Approver objects to the Notice of Transfer, then Purchaser and Seller each agree to use their best efforts to resolve such objections in a prompt manner and to ensure that an acceptable Notice of Transfer is agreed upon. Each of the parties hereto agrees that no funds will be transferred until both Purchaser and Seller has approved the transfer. All notices and other communications to be provided by the parties under this Section may be provided via electronic mail or other means agreed to between such parties from time to time.

(j) Maintenance of Books and Records; Insurance, etc. At all times from the date hereof to the earlier of the Final Liquidation Date and the date on which the Termination Option is consummated, Seller will perform the following at its own cost and expense (except as provided herein as may be requested from time to time by Purchaser):

(1) Seller must maintain a set of general accounting records on Purchaser’s behalf, separate and apart from the general accounting records Seller maintains on its own behalf, specifically related to Eligible POs, Eligible Vendor Liability, Eligible Accounts and Serviced Accounts, in such detail, form and scope as is consistent with good business practice, and must prepare such general accounting records, in accordance with GAAP for certification by Purchaser. Purchaser must have both real time and physical access, for inquiry and report compilation purposes, of all of Seller’s systems, books and records used to maintain such general accounting records, including on-line access to Seller’s computer systems and websites.

(2) Seller will maintain, on Purchaser’s behalf, general accounting records related to the Serviced Accounts in such detail, form and scope as is consistent with good business practices, in accordance with GAAP.

(3) Seller will provide Purchaser with all information reasonably required in connection with Purchaser’s preparation of its annual audit. The cost of any outside third-party preparation of such audit report will be borne by Purchaser.

(4) Seller will provide all information reasonably necessary for Purchaser to prepare all reports and perform all duties as required by any of Purchaser’s material financing agreements, which must include, among other things, the preparation of at least a semi-Monthly basis of collateral reports in accordance therewith.

(5) Seller will prepare and provide to Purchaser (i) within 30 days after the close of the Monthly accounting periods in each fiscal year of Seller, the balance sheet of Seller and its consolidated subsidiaries as at the end of such accounting period and the related statements of income and retained earnings and statement of cash flows for such accounting period and for the elapsed portion of the fiscal year ended with the last day of such accounting period, in each case setting forth comparative figures for the related periods in the prior fiscal year (if applicable), (ii) within 5 days of the end of each Month, end customer master files, (iii) within 30 days of the end of each fiscal quarter, sales tax filings; payroll tax filings; and insurance certificates, (iv) within 5 days after the beginning of each fiscal year, a W9 for each Seller, (v) within 45 days after the beginning of each fiscal year, purchases by vendor for the prior fiscal year, (vi) within 45 days after the beginning of the fiscal year, the operating budget of Seller and its consolidated subsidiaries, including any updates made to the budget, (vii) monthly cash flow forecasts of Seller and its consolidated subsidiaries, (viii) as soon as available and, in any event within 90 days after the end of each fiscal year, audited financial statements of Seller and its consolidated subsidiaries, (ix) as soon as available and in any event within 90 days after the end of each fiscal year (or if

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appropriate extensions have been secured, upon the filing of such extensions), the tax returns of Seller and its consolidated subsidiaries, and (x) with the option, every fiscal quarter, to make a presentation to the Board of Directors (or equivalent) of Seller.

(6) Seller will cooperate fully with Purchaser in obtaining and maintenance of Credit Insurance relating to the Serviced Accounts. Seller and Purchaser will jointly negotiate and settle all claims relating to any losses under any such insurance policies. All proceeds of any claims under such insurance policies will be distributed to Purchaser. In addition and at its own expense, Seller hereby agrees to acquire and maintain in full force and effect liability insurance and property insurance covering the value of the Equipment on Seller's property that may give rise to Accounts with such insurers as Purchaser deems appropriate in its reasonable business judgment. Such policies must name Purchaser as an additional insured or loss payee, as applicable, and will provide that at least 30 days' notice of cancellation thereof (or 10 days in the case of cancellation for non-payment) will be given to Purchaser. If Seller fails to obtain and maintain such policies, Purchaser has the right to obtain such policies in the name of and at the expense of Seller, which Purchaser may deduct from any amount due and payable to Seller under any Transaction Document. Upon Purchaser's request, Seller will provide copies or proof of any insurance policies maintained by Seller hereunder and pursuant to Attachment 1.

(k) Reports and Information, etc.

(1) Seller will provide to Purchaser on a weekly basis and on the first business day of each Month the following: (i) sales register; (ii) detailed AR aging; (iii) inventory listing; (iv) detailed AP aging; (v) purchase register; and, (vi) vendor check / wire payment requests.

(2) Seller will provide to Purchaser, within 5 days after the end of each Month, a report (each a "Monthly Report") substantially in the form of Annex A, along with the following: (i) aged reconciliations of the relevant balance sheet accounts; (ii) a Monthly sales report highlighting total sales and sales with "Ship To's" of Seller (whether to its corporate or branch location); and (iii) a Monthly report detailing customer owned inventory balances.

(3) Seller will provide to Purchaser when requested any and all information to support end-customer credit line request including, but not limited to: (i) end customer financial statements; (ii) D&B reports; (iii) end customer payment history; and, (iv) references.

(4) Seller will provide to Purchaser when requesting a new vendor set up: (i) vendor W9; (ii) vendor set up form.

(5) Seller will provide Purchaser with such other information or explanation concerning the performance of Seller's duties hereunder or relating to the transactions contemplated by the Transaction Documents, in each case, as Purchaser may reasonably request from time to time.

(6) Seller will promptly deliver to Purchaser copies of all reasonable information or documents (financial or otherwise) relating to the financial position or business of Seller and explanations thereof that Seller may reasonably request from time to time or be required to present to Purchaser's lenders.

(7) Upon reasonable advance notice by Purchaser, Seller will contact the appropriate officers and/or personnel to discuss and explain to Purchaser the records maintained by Seller and the reports and other information provided by Seller hereunder, and to provide any further supporting calculations or information reasonably requested by Purchaser.

13. Indemnification. Without limiting any rights that any such Person may have hereunder or under applicable law, Seller hereby agrees to indemnify and hold harmless Purchaser and its successors, transferees and assigns, and all officers, directors, shareholders, controlling persons, employees and agents of any of the foregoing (each, an "Indemnified Party"), forthwith on demand, from and against any and all damages, losses, claims, liabilities and related costs and expenses, including reasonable attorney's fees and disbursements of each Indemnified Party's internal counsel and external counsel (collectively, the "Indemnified Amounts"), arising out of or relating to the Agreement, the other Transaction Documents or the ownership of any Purchased Asset, excluding, however, (x) Indemnified Amounts to the extent resulting from gross negligence or willful misconduct on the part of such Indemnified Party (it being the intent of Seller to indemnify the Indemnified Parties for their negligence) and (y) the Account Debtor's failure to pay any Purchased Account as a result of financial inability or insolvency (except as otherwise specifically provided in the Agreement,

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including Sections 7 and 8 hereof). Without limiting the foregoing, Seller hereby agrees to indemnify and hold harmless each Indemnified Party for Indemnified Amounts arising out of or relating to: (a) the breach of any representation or warranty made by Seller pursuant to or in connection with any Transaction Document; (b) any failure of Seller to perform any of its duties or obligations under any Transaction Document; or the nonconformity of any Purchased Account, underlying service or the related Contract or underlying obligations with any applicable law; (c) any claim resulting from the sale of the Equipment or services related to any Purchased Account or the furnishing of or failure to furnish such Equipment or services, or any products liability claim arising out of or in connection with Equipment or services that are the subject of any Purchased Account; (d) any tax, including sales tax (but excluding income tax of Purchaser), or governmental fee or charge, all interest and penalties thereon or with respect thereto, and all out-of-pocket costs and expenses, including the reasonable attorneys' fees and expenses of internal and external counsel in defending against the same, including any additional taxes, penalties or any other amounts payable by Purchaser as a result of Seller's failure to properly file all tax returns in a timely manner or, notwithstanding any review of the tax returns by Purchaser, as a result of an error or other noncompliance by Seller in the preparation of any such tax returns; (e) any commingling of collections of the Purchased Accounts with funds of Seller or any of its Affiliates; and (f) any investigation, litigation or proceeding related hereto.

14. Legal and Financing Expenses.

(a) Seller will immediately pay Purchaser all actual expenses (including reasonable attorney's fees from Purchaser's internal and external counsel) incurred by Purchaser, directly or indirectly, in connection with or related to the negotiation, documentation, preparation, consummation and execution of any of the Transaction Documents. In addition, Seller will immediately pay Purchaser all actual expenses (including reasonable attorney's fees from Purchaser's internal counsel and/or external counsel) incurred by Purchaser, directly or indirectly, in connection with or related to the administration, enforcement, amendment, replacement, ongoing maintenance and termination of any of the Transaction Documents. Such amounts will be paid by debiting any amounts payable to Seller or, if no such amounts are payable to Seller, by wire transfer in immediately available funds. In the event of a dispute among the parties hereto for which the parties hereto are unable to reach a mutually agreeable resolution in a reasonable matter of time and fail to utilize arbitration in Section 15(h), the party that is unsuccessful in such litigation will pay the legal costs for both parties.

(b) If Purchaser incurs, directly or indirectly, additional Costs not contemplated in Annex A, Seller must immediately pay Purchaser such Costs; provided, that Seller will not have any obligation to pay Purchaser such additional Costs to the extent such additional Costs arise solely from the gross negligence or willful misconduct of Purchaser as determined in an arbitration pursuant to Section 15(h) or by a final judgment of a court of competent jurisdiction.

15. Miscellaneous

(a) Amendment. The Agreement cannot be altered, modified, amended or supplemented in any manner whatsoever except by written instrument signed by all parties hereto.

(b) No Waiver; Cumulative Remedies. No failure to and no delay of Purchaser in exercising any right, remedy, power or privilege hereunder, will operate as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein are cumulative and not exhaustive of any rights, remedies, powers and privileges provided by law.

(c) Notices. Any written notice to be given hereunder must be in writing addressed to the respective party as provided on the cover page (or such other address as may have been designated in a written notice to the other parties). All written notices will be personally served, emailed or sent by overnight courier service or United States mail and will be deemed to have been given: (i) if delivered in person, when delivered; (ii) if delivered by overnight courier, when delivered; (iii) if emailed, when received; or (iv) if by United States mail, 4 business days after depositing the same in the United States mail, postage prepaid and properly addressed.

(d) Assignment. No Transaction Document may be assigned by Seller without Purchaser's prior written consent. Seller acknowledges and agrees that Purchaser may assign as collateral its right, title and interest in any one or more Transaction Documents to its lenders or affiliates.

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(e) Binding Effect. The Agreement inures to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

(f) Entire Agreement. The Agreement, together with any and all other Transaction Documents, constitute the final and entire agreement among the parties hereto and supersedes any and all prior commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter hereof and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of the parties hereto.

(g) Governing Law. THE TRANSACTION DOCUMENTS AND ALL DISPUTES ARISING OUT OF OR RELATING THERETO ARE TO BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF OHIO WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF OHIO.

(h) Dispute Resolution. Except where injunctive relief is sought, in a dispute for which the parties are unable to reach a mutually agreeable resolution in a reasonable matter of time, such dispute will be submitted to arbitration under the commercial arbitration rules of the American Arbitration Association then in effect. There will be one arbitrator mutually agreed to by the parties (to the extent the parties are unable to select one mutually agreeable arbitrator, each party will select one "selection" arbitrator and the two "selection" arbitrators will then select the arbitrator); the arbitrator must have experience in and understanding of the subject matter of the controversy. The hearing will be held in the State of Ohio and last no more than 5 days in duration. After the hearing, the arbitrator will decide the controversy and render a written decision setting forth the issues adjudicated, the resolution thereof and the reasons for the award. Such decision will be binding on all parties. Payment of the expenses of arbitration, including the fee of the arbitrator, will be borne by the party that does not prevail in such arbitration.

(i) SUBMISSION TO JURISDICTION. SUBJECT TO SECTION 15(h), SELLER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE, OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF FRANKLIN, THE STATE OF OHIO. IF SELLER PRESENTLY IS, OR IN THE FUTURE BECOMES, A NONRESIDENT OF THE STATE OF OHIO, SELLER HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SELLER BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO SELLER, AT THE ADDRESS OF SELLER APPEARING IN PURCHASER'S RECORDS AND SERVICE SO MADE WILL BE COMPLETE 10 DAYS AFTER THE SAME HAS BEEN POSTED AS AFORESAID.

(j) WAIVER OF JURY TRIAL. SUBJECT TO SECTION 15(h), EACH OF SELLER AND PURCHASER HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE TRANSACTION DOCUMENTS OR ANY DEALINGS BETWEEN SELLER AND PURCHASER RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION AND THE BUSINESS RELATIONSHIP THAT IS BEING ESTABLISHED. SELLER AND PURCHASER EACH ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH OF SELLER AND PURCHASER HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THE AGREEMENT AND THAT EACH OF SELLER AND PURCHASER WILL CONTINUE TO RELY ON THIS WAIVER IN ANY RELATED FUTURE DEALINGS BETWEEN SELLER AND PURCHASER. SELLER AND PURCHASER FURTHER WARRANT AND REPRESENT THAT THEY EACH KNOWINGLY AND VOLUNTARILY WAIVE THEIR RESPECTIVE JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

(k) Headings. Section headings herein are for convenience only and do not constitute a part hereof nor are to be given any substantive effect.

(l) Severability of Provisions. In the event that any provision hereof is deemed to be invalid by reason of operation of law or by reason of interpretation, the Agreement will be construed as not containing such provision, the invalidity of such provision will not affect the validity of any other provision hereof and all other provisions hereof which are otherwise lawful and valid will remain in full force and effect.

(m) Counterparts. The Agreement may be executed in multiple counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same instrument. Delivery of an executed counterpart hereof by facsimile or electronic mail will be equally effective as delivery of an original executed counterpart hereof.

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(n) Setoff. Seller hereby agrees Purchaser is authorized at any time or from time to time, immediately and without notice, to setoff, appropriate and apply any and all amounts held by Purchaser for Seller's account, deposited in the Lockbox Account or otherwise in Purchaser's possession (whether or not related to the Purchased Assets), including any Deferred Purchase Price or Seller Collections, against and on account of any amounts due and owing to Purchaser by Seller at any time, including amounts due and owing to Purchaser pursuant to Sections 2(a), 7, 8, 10 or 13 or under any other Transaction Document.

(o) Calculations. The parties agree that all calculations made hereunder will be made by Purchaser and will be conclusive and binding on Seller absent manifest error. Seller may provide written notice of dispute to Purchaser within 30 days after delivery by Purchaser to Seller of the calculations in question. Each notice of dispute must include in reasonable detail the nature thereof and the alternative calculation proposed by Seller. In such a dispute, the parties agree to use commercially reasonable efforts to resolve it within a reasonable time.

(p) Further Assurances; Joint and Several Liability. Seller will, whenever requested and at its own expense, promptly execute and deliver all instruments, financings statements and documents and take all actions as may be necessary or as Purchaser may request in order to perfect or protect the interest of Purchaser in the Purchased Assets or to enable Purchaser to exercise or enforce any of its rights hereunder as Purchaser may reasonably require. If ever more than one Seller, each Seller hereby agrees that the obligations of any Seller under the Agreement and the other Transaction Documents are joint and several to the fullest extent permitted by law.

16. Liability for Misdirection of Assets. To induce Purchaser to enter into the Agreement, Seller and each Principal, jointly and severally, agrees that in the event any collections in respect of the Purchased Accounts are misdirected by any of them (including any affiliate, agent, representative, director, officer or employee thereof) and not deposited into the Lockbox Account in accordance with the requirements of Section 6(h) or there is a misappropriation or conversion of Equipment, Seller and each Principal, jointly and severally, without duplication, must immediately pay an amount equal to such collections or Equipment to Purchaser by wire transfer in immediately available funds. Seller and each Principal hereby acknowledges and agrees that the collections in respect of the Purchased Accounts and Equipment are property of Purchaser.

17. Definitions. Except as defined elsewhere in the Agreement, capitalized terms have the following meanings:

"Account" means any and all rights of Seller to payment for goods sold or services rendered, including receivables, accounts, contract rights, general intangibles, payment intangibles and any and all such rights evidenced by chattel paper (whether electronic or tangible), instruments, letter of credit rights or documents, whether due or to become due and whether or not earned by performance, and whether now or hereafter acquired or arising in the future and any proceeds arising therefrom or relating thereto.

"Account Debtor" means a Person obligated on an Account.

"Account Services" has the meaning given in Section 12(f).

"Additional Inventory Accounts" means all Accounts created from the sale of Additional Inventory.

"Affiliate" means the term defined from time to time by the rules and regulations promulgated by the U.S. Securities and Exchange Commission under the Securities Act of 1933, as amended.

"Authorized Supplier" means any Equipment vendor, supplier, manufacturer or other distributor approved by Purchaser; provided, however, that Purchaser may cease inclusion of any Equipment vendor as an Authorized Supplier at any time.

"Backlog Account" means an Account: (i) arising from a Bona Fide Customer Order received on or prior to the Termination Date; and (ii) for which the related Equipment was ordered pursuant to a Backlog Purchase Order.

"Backlog Purchase Order" means a purchase order issued by Seller to an Authorized Supplier prior to the Termination Date that is "billed to" Purchaser and for which the related Equipment was not shipped to the Account Debtor on or prior to the Termination Date.

"Bankruptcy Event" means, with respect to any Person, commencement of a voluntary case under Title 11 of the United States Code entitled "Bankruptcy," as now or hereafter in effect, or any successor thereto (the "Bankruptcy Code"); or an involuntary case is

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commenced against such Person without dismissal within 60 days thereafter; or a custodian (as defined in the Bankruptcy Code) is appointed or takes charge over all or substantially all of such Person's property, or commencement of any other proceeding relating to such Person under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction without dismissal within 60 days thereafter, or such Person is adjudicated insolvent or bankrupt; or any order of relief or otherwise approving any such case or proceeding is entered; or such Person suffers any appointment of any custodian or the like for it or any substantial part of its property to continue undischarged or unstayed for a period of 60 days; or such Person makes a general assignment for the benefit of creditors; or any corporate action is taken by such Person for the purpose of effecting any of the foregoing.

"Bona Fide Customer Order" means any bona fide written or electronic customer order (not telephonic) from an Eligible Obligor that has a Purchase Order Reference Number.

"Change of Control" means any of the following: (i) with respect to Seller, an acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), who is not, or are not, now currently either a beneficial owner or owners of voting securities of Seller or a trust established for estate planning purposes controlled by such an owner, of beneficial ownership (within the meaning of Rule 13-d promulgated under the Exchange Act) of 50% or more of either (a) the then outstanding shares of common stock of Seller or (b) the combined voting power of the then outstanding voting securities of Seller entitled to vote generally in the election of directors; (ii) with respect to Seller, individuals who, as of the date hereof, constitute the Board of Directors ("Board") of Seller ("Incumbent Board"), and individuals recommended for a directorship position on the Board by a majority of the Board, cease for any reason to constitute at least a majority of such Board; or (iii) the liquidation, winding up, dissolution of Seller and/or sale of all or substantially all of Seller's assets.

"Collections" means, with respect to any Purchased Account: (i) all funds that are received by or on behalf of Seller in payment of any amounts owed thereon (including purchase price, finance charges, interest and all other charges) or Related Security, or applied to amounts owed thereon (including insurance payments and net proceeds of disposition of repossessed goods or other collateral or property of the related Account Debtor or any other Person liable for payment thereon and available to be applied thereon) and Unapplied Credits, and (ii) all other proceeds thereof and/or any Related Security therefor.

"Contract" means, with respect to any Purchased Account, any and all contracts, instruments, agreements, invoices, notes, purchase orders or other writings that evidence or create such Purchased Account or under which an Account Debtor becomes or is obligated to make payment in respect thereof.

"Cost" will be generally consistent with Annex A unless otherwise approved by Purchaser, and means, with respect to an item of Equipment, the aggregate amount incurred or otherwise paid by Seller or Purchaser to the Authorized Supplier thereof as evidenced by one or more invoices therefrom, plus Reserves, fees, expenses and taxes (each as set forth on Annex A), less any special bid rebate allocated thereto in good faith by Purchaser.

"Credit Insurance" means credit insurance or account receivable credit protection provided under a policy or agreement obtained by and which must be acceptable to Purchaser in its discretion.

"Customer Stocking Letter" means a customer stocking letter substantially in the form of Annex B.

"Deposit Accounts" means all "deposit accounts" as defined in Article 9 of the UCC.

"DPO Shortfall" shall mean, to the extent resulting in a positive number: (i) 30 less (ii) the weighted average vendor payment terms of aggregate payments made during the Month. If the calculation fails to result in a positive number, the "DPO Shortfall" shall be equal to zero for such Month.

"DSO" means receivables and inventory days sales outstanding, and will be calculated for each Month as follows: ((current Month's ending Accounts, vendor receivables and inventory of Seller (for which Purchaser assumed Eligible Vendor Liability hereunder), less (the sum of the current Month's Revenue, plus Freight Costs Invoiced and sales tax charged on Purchased Accounts)) divided by (prior Month's Revenue plus Freight Costs Invoiced and sales tax charged on Purchased Accounts divided by prior Month's days)) plus current Month's days; provided, however, that inventory will be valued at the lower of Cost or market value.

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“Early Pay Discount” means a discount on Equipment for early payment, received by Purchaser from an Authorized Supplier, for which Purchaser has assumed liability under Section 2(b).

“Eligible Account” means each Account that arises from an Eligible Product Receivable or an Eligible Service Receivable.

“Eligible Obligor” means only those Account Debtors (i) for which the amount of Accounts owed by such Account Debtors is entitled to the benefits of Credit Insurance or (ii) which have been approved in writing in advance by Purchaser; provided, however, that no Account Debtor will be an Eligible Obligor if (a) Purchaser has determined in its discretion that such Account Debtor is ineligible where such Account Debtor has failed to remit payments to the Lockbox Account or 50% or more of the Accounts related to such Account Debtor are past due, or (b) such Account Debtor was deemed to be an Eligible Obligor based on information that was provided fraudulently by any Person.

“Eligible Product Receivable” means each Account meeting all of the following criteria: (i) arises from a Bona Fide Customer Order; (ii) arises out of the sale of Equipment and related services in Seller’s ordinary course of business; (iii) does not arise out of a sale made to an Affiliate of Seller; (iv) has no set-off, offset, claim, counterclaim, dispute or defense, genuine or otherwise, to payment or collection of all or any portion thereof; (v) is payable in U.S. dollars and the Equipment related thereto is located inside the continental United States, Canada or on a foreign military base (excluding the province of Newfoundland and Labrador, the Northwest Territories and the Territory of Nunavut); (vi) does not represent a guaranteed sale, a bill and hold transaction (unless such bill and hold transaction conforms to the requirements of Sections 2(a)(2) and (3)), a sale-and-return, a sale on approval, a cash on delivery sale or a consignment sale, or is not made pursuant to any other written agreement providing for repurchase or return; (vii) the Equipment giving rise to such Account has been ordered pursuant to an Eligible PO, the Eligible Vendor Liability of which Purchaser assumed hereunder, shipped to the Account Debtor and the Account otherwise represents a final sale; (viii) complies with all applicable laws; (ix) is not subject to any adverse security interest, lien or encumbrance (including tax liens) other than those in favor of Purchaser; (x) is eligible for Credit Insurance or otherwise approved as an Eligible Account by Purchaser in writing in advance, and for which Purchaser has not given notice to Seller that such Account is not an Eligible Account; (xi) does not contain terms providing for payment in more than 30 days from the date of invoice unless previously approved in writing by Purchaser; and (xii) if arising from Government Receivables: (1) it arises from a Government Contract of which Purchaser holds a copy, (2) it arises from a completed task order approved for billing by the applicable United States Debtor and (3) the Federal Assignment of Claims Act has been complied with to Purchaser’s satisfaction and Seller has duly executed and delivered to Purchaser all instruments and documents required thereunder to assign Seller’s interests in such Accounts to Purchaser; provided that, should the United States Debtor notify Purchaser of its refusal to recognize any assignment made under the Federal Assignment of Claims Act with respect to any Account, such Government Receivable will immediately become an ineligible Account.

“Eligible PO” means a purchase order (i) issued by Seller to an Authorized Supplier for Equipment, (ii) for which Seller has a Bona Fide Customer Order from an Eligible Obligor with an estimated shipping date or acceptance date within 30 days of the date of such Bona Fide Customer Order unless previously approved in writing by Purchaser, and (iii) for which the related Equipment sale to the Eligible Obligor will create an Eligible Account.

“Eligible Service Receivable” means each Account that: (i) arises out of Seller’s or Seller’s agent’s performance of services in the ordinary course of business, which services have already been performed; (ii) complies with sub-sections (i), (iii), (iv), and (viii)-(xii) of the definition of Eligible Product Receivable; and (iii) is payable in U.S. dollars and the services related thereto are performed inside the continental United States, Canada or on a foreign military base (excluding the province of Newfoundland and Labrador, the Northwest Territories and the Territory of Nunavut).

“Eligible Vendor Liability” means, with respect to any Purchased Account, the liability to an Authorized Supplier for the purchase price of Equipment Seller purchased from such Authorized Supplier pursuant to the related Eligible PO.

“Equipment” means computers, communications and audio visual inventory and equipment and related software, or such other equipment and inventory deemed acceptable by Purchaser in its discretion.

“Federal Assignment of Claims Act” means the Assignment of Claims Act of 1940, as amended (31 U.S.C. § 3727 and 41 U.S.C. § 15).

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“Final Liquidation Date” means, the date when (i) all Purchased Accounts are fully liquidated, (ii) all amounts payable by Seller under any Transaction Document have been paid in full in immediately available funds, (iii) all Eligible Vendor Liability has been discharged and (iv) Seller has provided to Purchaser complete copies of (or access to, upon Purchaser’s approval) Seller’s books and records, to Purchaser’s satisfaction.

“Freight Costs Invoiced” means all shipping costs billed to Eligible Obligors.

“GAAP” means Generally Accepted Accounting Principles in the United States from time to time, applied on a reasonable and consistent basis.

“Government Contracts” means contracts solely between Seller and a United States Debtor entered into in the ordinary course of Seller’s business and with respect to which Seller provides goods or services to such United States Debtor.

“Government Receivables” means Accounts with respect to which the Account Debtor is a United States Debtor.

“Gross Profit” means an amount equal to the sum of (i) the Product Receivable Gross Profit and (ii) the Service Receivable Gross Profit.

“Gross Profit Percentage” means, for any period, (x) an amount equal to the sum of (1) Product Receivable Gross Profit for such period and (2) Service Receivable Gross Profit, divided by (y) total Revenue for such period, as set forth on Annex A.

“Intercreditor Agreement” means an Acknowledgement, Disclaimer, Subordination and Release of Interest (or other intercreditor agreement) entered into by and between a secured lender of Seller and Purchaser.

“Legal Action(s)” means any one or more pending or threatened litigation, action, charge, claim, demand, suit, proceeding, petition, governmental investigation, or arbitration.

“Lockbox Account” means the deposit account as provided in Attachment 1, or such other deposit account as directed by Purchaser from time to time.

“Material Adverse Effect” means a material adverse effect upon (i) the business, operations, prospects, properties, assets, or condition (financial or otherwise) of Seller, (ii) Seller’s ability to perform its obligations under any Transaction Document, (iii) the legality, validity, binding effect or enforceability against Seller of any Transaction Document, or (iv) Purchaser’s ability to enforce any of its rights or remedies under any Transaction Document.

“Month” means each calendar month, commencing with the month in which the Agreement becomes effective.

“Monthly Discount Amount” has the meaning given in Attachment 1.

“Payment Date” means, with respect to the Purchase Price for all Purchased Assets (for APLA purchases) sold during any Month or the APLA Finance Fee earned during any Month, the last day of such Month plus the number of DSO days for the succeeding Month, or if such day is not be a business day, the immediately succeeding business day, provided that, the Service Receivable Purchase Price will be payable pursuant to the section entitled “Payment and Settlement of Purchase Price and APLA Finance Fee” in Attachment 1.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, limited partnership, governmental authority or other entity.

“Product Receivable Gross Profit” means, with respect to each sale of Equipment creating a Purchased Account, Revenue generated by the sale thereof less the Cost therefor.

“Purchased Accounts” means to the extent Purchaser has elected to purchase from Seller, in its discretion: (i) the Eligible Accounts in existence at any time until the termination of the Agreement, (ii) any Additional Inventory Accounts, and (iii) any Backlog Accounts.

“Purchased Assets” means the Purchased Accounts, the Related Security and the Collections.

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“Purchase Date” means each date on which a purchase of Purchased Assets occurs pursuant to Section 1.

“Purchase Order Reference Number” means the customer reference number identifying a purchase order issued by an Account Debtor.

“Purchase Price” means an amount equal to the sum of (i) with respect to any Purchased Account under Section 1 arising from an Eligible Product Receivable and all other related Purchased Assets, 100% of the gross book value of such Purchased Account and (ii) the Service Receivable Purchase Price.

“Rebates” means credits, rebates, bonuses and discounts offered, owing or payable by any Authorized Supplier, manufacturer, distributor, vendor or flooring provider in connection with any Eligible PO or related Equipment; provided, however, that Rebates shall not include any volume or marketing rebates.

“Related Security” means, with respect to any Purchased Account, as applicable: (i) all of Seller’s interest in any Equipment or other goods (including returned and repossessed) and documentation of title evidencing the shipment or storage of any Equipment or other goods (including returned and repossessed), relating to any sale giving rise to such Purchased Account, and all credits from vendors upon the return to, recall or repurchase by such vendor, and all Rebates; (ii) all books and records relating to, and all instruments and chattel paper that may evidence, such Purchased Account or Equipment; (iii) all other security interests or liens and property subject thereto from time to time purporting to secure payment of such Purchased Account, whether pursuant to the Contract related to such Purchased Account or otherwise, together with all UCC financing statements or similar filings relating thereto; (iv) all of Seller’s rights, interests and claims under the Contracts and all guaranties, letters of credit, indemnities, insurance (including Credit Insurance) and other agreements or arrangements supporting or securing payment of such Purchased Account or such Equipment, or otherwise relating thereto; (v) any warranties or other similar rights with respect to any of the Equipment or services rendered; and (vi) all proceeds and products of any of the foregoing.

“Reserves” means provisions periodically included in Revenue for sales returns, cost for inventory shrink and obsolescence, and cost for vendor accounts receivables, in each case, made in accordance with GAAP.

“Revenue” means an amount equal to the sum of (a) with respect to each sale of Equipment related to a Purchased Account, (i) the purchase price invoiced to the Account Debtor less (ii) the sum of any Freight Costs Invoiced, together with any sales tax, and (b) with respect to an Eligible Service Receivable creating a Purchased Account, 100% of the amount invoiced to the Account Debtor therefor, minus any sales tax.

“Security Agreement” means that certain Security Agreement, dated the date hereof, executed and delivered by Seller to Purchaser.

“Seller Collections” means all cash, checks, money orders and other items of value now or hereafter paid, deposited, credited, held or otherwise in the possession or under the control of the depository bank of the Lockbox Account, or in transit to the Lockbox Account, and which are payments or other collections in respect of receivables originated by Seller that are not Purchased Accounts.

“Seller Power of Attorney” means, collectively, a cover letter and power of attorney executed by Seller, which is satisfactory to Purchaser in all respects.

“Service Receivable Gross Profit” means, with respect to each Eligible Service Receivable creating a Purchased Account, Revenue generated by services performed in respect thereof less that portion of the Service Receivable Purchase Price referred to in the proviso of the definition thereof.

“Service Receivable Payment Date” means, with respect to that portion of the Service Receivable Purchase Price referred to in the proviso of the definition thereof, for each of the Eligible Service Receivables creating a Purchased Account and the related Purchased Assets, the date that is 30 days after the Purchase Date of such Purchased Account or if such day is not a business day, the immediately succeeding business day.

“Service Receivable Purchase Price” means 100% of the amount invoiced to an Account Debtor for the services performed in respect of any Eligible Service Receivable creating a Purchased Account, provided, however, that a certain percentage thereof determined solely by Purchaser from time to time will be paid to Seller on the Service Receivable Payment Date and the remainder paid to Seller on the Payment Date.

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“Serviced Accounts” means Purchased Accounts whether APLA or APA purchases.

“Supplier Purchase Order” means a purchase order (i) to be issued by Seller to an Authorized Supplier, (ii) for Equipment for which Seller has a Bona Fide Customer Order from an Eligible Obligor with an estimated shipping date or acceptance date within 30 days of the date of such Bona Fide Customer Order, and (iii) for which the sale thereof will create an Eligible Account.

“Termination Date” means the date on which the Agreement is terminated in accordance with Section 10.

“Transaction Documents” means, collectively, the Agreement, the Lockbox Agreement, the Security Agreement, any Intercreditor Agreements, the documents, instruments and agreements executed in connection with the Federal Assignment of Claims Act, and all other guaranties, notes, credit or loan agreements, security documents, instruments, documents and agreements executed by or on behalf of Seller, or by Seller’s shareholders, members or principals, and delivered concurrently herewith or at any time hereafter to Purchaser in connection with the Purchased Accounts and other transactions contemplated by the Agreement.

“UCC” means the Uniform Commercial Code as in effect in the State of Ohio from time to time.

“Unapplied Credits” means any credits to a Purchased Account that are unapplied for 6 consecutive Months and which, in Purchaser’s judgment, will not be applied in the future.

“United States Debtor” means an Account Debtor that is the United States or any department, agency or instrumentality thereof.

Other Defined Terms; Accounting Terms; GAAP. Terms defined elsewhere herein have the meanings given them when and where defined. Terms used herein that are defined in the UCC but not defined in the Agreement have the meanings given such terms in the UCC. The definitions of terms herein apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” will be deemed to be followed by the phrase “without limitation”. The word “will” will be construed to have the same meaning and effect as the word “must”. Any reference herein to Purchaser’s “discretion” will be construed to mean Purchaser’s “sole and absolute discretion”, unless expressly provided otherwise. Unless the Agreement expressly provides otherwise or the context requires otherwise: (i) any definition of or reference to any agreement, instrument or other document herein will be construed as referring to such agreement, instrument or other document as from time to time amended, restated, amended and restated, supplemented or otherwise modified (subject to any restrictions thereon set forth herein or therein); (ii) any reference herein to any Person will be construed to include such Person’s successors and assigns; (iii) the words “herein”, “hereof” and “hereunder”, and words of similar import, will be construed to refer to the Agreement in its entirety and not to any particular provision hereof; (iv) all references herein to Sections, Exhibits, Annexes, Schedules, and Attachments will be construed to refer to Sections of, and Annexes, Schedules, Exhibits or Attachments to, the Agreement (unless expressly referring to another agreement); (v) all accounting terms not otherwise defined herein have the meanings assigned to them in conformity with GAAP; and (vi) all calculations and other information required to be made or delivered pursuant to the Agreement will be prepared in accordance with GAAP as in effect at the time of such preparation.

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APA Purchases

The following additional TF GENERAL TERMS AND CONDITIONS are applicable to APA purchases (sometimes referred to as the Terms and Conditions for APA purchases), if any, under the Agreement. The following Terms and Conditions shall be in addition to the terms and conditions of the TF GENERAL TERMS AND CONDITIONS for APLA purchases (to the extent applicable to APA purchases) to which these terms and conditions are attached.

18. Conditions Precedent for APA Purchases.

(a) The following must be true, to Purchaser's full satisfaction, prior to the purchase of any Purchased Assets on any Purchase Date: (1) the representations and warranties contained herein and in the Agreement and any other Transaction Documents are true, correct and complete in all material respects on and as of the applicable Purchase Date, or as to an earlier date if applicable; (2) Seller has performed in all material respects all required agreements under the Agreement and the other Transaction Documents, and no Termination Event, default or event of default has occurred and is continuing; (3) the non-existence of any Legal Action(s) by, against, or affecting Seller or any of its subsidiaries or property that, in Purchaser's judgment, would be expected to have a Material Adverse Effect; and (4) Seller has received all requisite governmental and third party approvals and consents.

19. Seller Representations, Warranties and Covenants for APA Purchases.

(a) At the time of its sale and assignment to Purchaser, each Purchased Account purchased pursuant to these Terms and Conditions for APA purchases is a valid, bona fide Account, representing an undisputed indebtedness incurred by the named customer for goods actually sold and delivered or for services completely rendered and such Purchased Account would qualify as an "Eligible Account".

20. Repurchase Obligation for APA Purchased Accounts.

(a) If Seller breaches any representation, warranty or covenant set forth in the Agreement with respect to any Purchased Account purchased pursuant to these Terms and Conditions for APA purchases, and such breach is not cured within 3 days thereof, Seller will purchase such Purchased Account (free and clear of any liens, claims and encumbrances, security interests or restrictions on transfer existing by, through or under Purchaser) at a repurchase price equal to the APA Purchase Price of the outstanding balance thereon (or such other percentage as determined by Purchaser from time to time in its sole discretion), within 5 business days after receipt of written notice from Purchaser.

(b) If, on the 90th day after the date of the applicable invoice with respect to a Purchased Account purchased pursuant to these Terms and Conditions for APA purchases, (i) such Purchased Account remains partially or fully unpaid and (ii) Purchaser provides written notice to Seller thereof, then, within 10 business days after receipt of such written notice from Purchaser, Seller will purchase such Purchased Account at a repurchase price equal to the APA Purchase Price of the outstanding balance thereon (or such other percentage as determined by Purchaser from time to time in its sole discretion); provided, however, that the total of all purchases by Seller pursuant to these Terms and Conditions for APA purchases will not exceed, in the aggregate, 15% of the total Purchase Price for all such Purchased Accounts paid by Purchaser for Purchased Accounts acquired pursuant to these Terms and Conditions for APA purchases.

21. Administration; Account Servicing; Reporting Requirements.

(a) All of the rights and obligations of Purchaser and Seller, respectively, set forth in the Terms and Conditions for APLA purchases and the security interest and true sale provisions of Attachment 1 are applicable to all such purchases of APA receivables *mutatis mutandis* and, for the avoidance of doubt, apply to the Purchased Assets related to APA receivables; provided, however, that Seller shall have no obligations to deliver any Supplier Purchaser Orders with respect to the Purchased Assets acquired pursuant to these Terms and Conditions for APA purchases.

22. APA Specific Definitions.

(a) "APA Purchase Price" has the meaning given in Attachment 1.

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(b) “Purchased Accounts” also includes any receivables purchased pursuant to the APA provisions of the Agreement and which receivables are listed on Attachment 1, if any, which may be amended from time to time pursuant to a Purchase Supplement and upon the effectiveness of a Purchase Supplement, the receivables set forth in such Purchase Supplement will constitute “Purchased Accounts” and Attachment 2 will automatically be amended and restated to include the new receivables.

(c) “Purchase Supplement” means a supplement to the Agreement for the purchase of additional receivables under the APA provisions of the Agreement that (i) is duly authenticated (within the meaning of the UCC) by Seller; (ii) may be in physical or electronic form, including substantially in the form of Exhibit A to Annex C; (iii) includes a list by invoice sequences of receivables offered for purchase thereby, which include the Unique Identifier; (iv) includes evidence fully satisfactory to Purchaser that each Account offered for purchase thereby is an Account eligible for sale under the Agreement, and (v) is otherwise acceptable in form and substance to Purchaser in its sole discretion.

[Annexes A, B and C follow]

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Annex A

<u>Income Statement:</u>	<u>MTD</u>	<u>PY</u>	<u>MTD</u>	<u>YTD</u>	<u>Balance Sheet</u>	<u>Current Year</u>	<u>Prior Month</u>	<u>Prior Year</u>
Revenue					**Assets**			
Sales Revenue	xxx	xxx	xxx	xxx	Cash --- Main Account	xxx	xxx	xxx
Integration Sales	xxx	xxx	xxx	xxx	Controlled Disbursements	xxx	xxx	xxx
Sales - Freight	xxx	xxx	xxx	xxx	Cash --- COD	xxx	xxx	xxx
Sales Discounts	xxx	xxx	xxx	xxx	Total Cash			
Vendor Commissions	xxx	xxx	xxx	xxx				
Sales - Restock Charge	xxx	xxx	xxx	xxx	Accounts Receivable	xxx	xxx	xxx
Sales Returns Reserve Provision	xxx	xxx	xxx	xxx	Accounts Receivable --- COD	xxx	xxx	xxx
Software Sales	xxx	xxx	xxx	xxx	AR Refund Clearing	xxx	xxx	xxx
Customer Cash Discounts	xxx	xxx	xxx	xxx	Accrued Revenue	xxx	xxx	xxx
					Allowance for Sales Returns	xxx	xxx	xxx
	Total Revenue					Total Trade A/R		
Cost of Goods								
Cost of Goods	xxx	xxx	xxx	xxx	Inventory	xxx	xxx	xxx
Integration Cost of Goods	xxx	xxx	xxx	xxx	Drop Ship Inventory	xxx	xxx	xxx
COGS - Freight	xxx	xxx	xxx	xxx	Non-Stock Inventory	xxx	xxx	xxx
COGS - Price Rebates (Special Bid)	xxx	xxx	xxx	xxx	Inventory in Transit	xxx	xxx	xxx
COGS - Invoice to PO Cost Variance	xxx	xxx	xxx	xxx	Reserve for Inventory Shrinkage	xxx	xxx	xxx
COGS - Invoice to PO Qty Variance	xxx	xxx	xxx	xxx	Total Inventory			
COGS - IC Cost Adjustments	xxx	xxx	xxx	xxx	**Liabilities**			
COGS - IC Cogs Adjustments	xxx	xxx	xxx	xxx	Merchandise Accounts Payable	xxx	xxx	xxx
COGS - Purchase Price Variance	xxx	xxx	xxx	xxx	Accrued Accounts Payable	xxx	xxx	xxx
COGS - Do Adjustment	xxx	xxx	xxx	xxx	Accounts Payable -- TBR	xxx	xxx	xxx
COGS - Physical to Perpetual	xxx	xxx	xxx	xxx	Accounts Payable -- EDI Merch Uncest	xxx	xxx	xxx
Restocking Charge	xxx	xxx	xxx	xxx	Merchandise Received	xxx	xxx	xxx
Vendor AR Reserve Provision	xxx	xxx	xxx	xxx	Total Payables			
Inventory Reserve Provision	xxx	xxx	xxx	xxx	Vendor Receivables (Special Bid)	xxx	xxx	xxx
Inventory Cost Adj	xxx	xxx	xxx	xxx	Vendor Receivables (Returns)	xxx	xxx	xxx
Price Protection Claimed	xxx	xxx	xxx	xxx	Vendor Clearing	xxx	xxx	xxx
Vendor Rebates (MDF)	xxx	xxx	xxx	xxx	Vendor Receivables (MDF)	xxx	xxx	xxx
Freight In	xxx	xxx	xxx	xxx	Vendor Receivable (Price Protection)	xxx	xxx	xxx
Freight Out	xxx	xxx	xxx	xxx	Total Vendor A/R			

**ASSET PURCHASE, LIABILITY ASSUMPTION AND ACCOUNT SERVICING AGREEMENT
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DO Freight Out	xxx	xxx	xxx	xxx	IBM Floorplan Accounts Payable	xxx	xxx	xxx
Software COGS	xxx	xxx	xxx	xxx	IBM Working Capital	xxx	xxx	xxx
Software Rebates	xxx	xxx	xxx	xxx	IBM Uncosted Floorplan Payments	xxx	xxx	xxx
					Wire Transfers --- lender	xxx	xxx	xxx
					Uncosted Credits --- lender			
						Total Floorplan Financing		xxx
					Sales Tax Payable --- all states required	xxx	xxx	xxx
					Intercompany with SPF	xxx	xxx	xxx
Total Cost of Goods Sold	xxx	xxx	xxx	xxx	Year to date Income	xxx	xxx	xxx
					Distributions	xxx	xxx	xxx
Gross Profit	xxx	xxx	xxx	xxx				

Note --- All balance sheet accounts will need to be supported by a reconciliation on Monthly basis with the exception of: Cash -- Main (daily); Inventory (daily); DO Inventory (daily).

Note --- Bank Fees are fees related to cash accounts, lockbox accounts and other cash management services provided by the Lockbox Bank.

**ASSET PURCHASE, LIABILITY ASSUMPTION AND ACCOUNT SERVICING AGREEMENT
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Annex B

CUSTOMER STOCKING LETTER

Date xxx

[Seller]
[Address]
[Address]

Attention: [____], Vice President of Finance

Subject: **CUSTOMER STOCKING PROGRAM – PO#xxxxxx-xx OE# xxxxxx-xx**

Dear [____]:

[xxx Corp.] hereby agrees that each product covered by the balance of the above referenced purchase order which [Seller] on or before [xxx date], identifies through labeling or otherwise, as belonging to [xxx Corp.] shall, effective of the time of such identification, be deemed to have been duly shipped to [xxx Corp.], FOB [Seller], [ADDRESS], and that title to, and the result of loss with respect to, such product shall pass to [xxx Corp.] at that time. [Seller] will invoice [xxx Corp.] for such product at the time of identification and payment shall be made net 30 days after invoice. Such payment and timeliness of payment is guaranteed by [xxx Corp.].

[xxx Corp.] further requests that [Seller] warehouse such product for [xxx Corp.] until such date as [xxx Corp.] shall designate, but in no event beyond [xxx date], and agrees to pay (Terms net 30 days) [Seller] for such warehousing services at the rate of \$xxx [must be at least \$1.00] per pallet per month, the charges for which services are not included in, are in addition to, the product shown on the above-referenced invoice(s). At this date, [Seller] will ship the inventory to [xxx Corp.] at the following address. Notwithstanding such warehousing by [Seller], [xxx Corp.] shall be responsible for insuring the product from the time of identification forward.

The above is agreed to and accepted by:

Authorized Signature

Title

Date

cc.
[____], CFO
[____], VP Operations

NOTES:

Letter must be on End Customer Letterhead;

Letter must be executed by the customer;

PO must accompany letter;

If no PO available, the exact amount of the order must be indicated in first sentence and a supporting document (detail of order / sales acknowledgement) must accompany the letter.

**ASSET PURCHASE, LIABILITY ASSUMPTION AND ACCOUNT SERVICING AGREEMENT
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Annex C

**FORM OF
PURCHASE SUPPLEMENT**

This Purchase Supplement, dated as of [], 20[] (this "Purchase Supplement"), is delivered pursuant to that certain Asset Purchase Agreement, dated as of [], 20[] (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") between [], a [] ("Seller"), and Hitachi Capital America Corp., a Delaware corporation ("Purchaser"). Capitalized terms used but not otherwise defined herein have the meanings given them in the Agreement.

Pursuant to the Terms and Conditions for APA purchases of the Agreement, Seller hereby delivers this Purchase Supplement and offers the receivables set forth on Exhibit A hereto and the related Collections and Related Security (determined as if such receivables were "Purchased Accounts") for sale to Purchaser subject to the terms of the Agreement. The Purchase Price for such assets is \$[], less a per purchase transaction fee of \$250¹.

For good and valuable consideration consisting of the Purchase Price, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably GRANTS, BARGAINS, SELLS, CONVEYS, ASSIGNS, TRANSFERS, SETS OVER and DELIVERS unto Purchaser, and unto Purchaser's successors and assigns (without recourse, except as set forth below) forever, as of the date hereof, all right, title and interest in and to the Purchased Assets set forth on Exhibit A attached hereto. Purchaser agrees to purchase and acquire the same on the date hereof, subject to all of the conditions precedent set forth in the Agreement. Upon the satisfaction of such conditions precedent, Purchaser will deliver, by wire or otherwise, the Purchase Price for such receivables, and such receivables will automatically constitute "Purchased Accounts" under the Agreement, and Attachment 2 to the Agreement will automatically be amended and restated to include such new receivables. Each such Purchased Account must have a Unique Identifier identifying such Account as being sold to Purchaser, as set forth in the Lockbox Agreement.

For the avoidance of doubt, each of the parties hereto acknowledge and agree that Purchaser is and will be entitled to all rights under the Agreement with respect to the "Purchased Assets" purchased pursuant to this Purchase Supplement, and that the representations and warranties contained therein and in the other Transaction Documents are and will be true, correct and complete in all material respects on and as of the date hereof (except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties will have been true, correct and complete in all material respects on and as of such earlier date).

Seller (a) ratifies, agrees and reaffirms that all of its obligations under the Agreement in order to grant, protect or perfect liens on the entire right, title and interest of Seller in, to and under all Purchased Assets and all proceeds thereof as collateral security for all obligations of Seller under the Agreement are not impaired or affected and remain in full force and effect, (b) acknowledges and confirms that the security interests granted by it under the Agreement are not impaired by the execution and delivery of this Purchase Supplement, and continue without interruption to secure all obligations of Seller under the Agreement now or hereafter outstanding and that such security interests are valid and subsisting, and (c) grants the security interests granted by it under the Agreement with respect to the Purchased Accounts set forth on Exhibit A hereto, subject to the terms and conditions of the Agreement.

THIS PURCHASE SUPPLEMENT IS TO BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF OHIO WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF OHIO.

[Remainder of Page Left Blank]

¹

With respect to additional Purchased Accounts, the APA Purchase Price, or such other percentage as determined by the Purchaser from time to time at its sole discretion, of the gross book value of such receivables less the amount of any liability to any third party assumed by Purchaser with respect to such receivables.

**ASSET PURCHASE, LIABILITY ASSUMPTION AND ACCOUNT SERVICING AGREEMENT
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IN WITNESS WHEREOF, Seller and Purchaser have caused this Purchase Supplement to be executed by their respective duly authorized officers as of the day first written above.

SELLER:

[_____]

By _____
Name:
Title:

PURCHASER:

HITACHI CAPITAL AMERICA CORP.

By _____
Name: Paul Stemler
Title: President

**ASSET PURCHASE, LIABILITY ASSUMPTION AND ACCOUNT SERVICING AGREEMENT
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Exhibit A
to Purchase Supplement (Annex C)