

SERVICES AGREEMENT

This Service Agreement (“Agreement”) is entered into as of October 20, 2021 by and between Northeast Regional Computing Program, a Connecticut corporation having its principal place of business at 100 Western Boulevard, Suite 2, Glastonbury, CT 06033 (“NERCOMP”), and CCA Financial, LLC, a Virginia limited liability company, having a principal place of business located at 7275 Glen Forest Drive, Suite 100, Richmond, Virginia 23226 (“CCA”)

Statement of Purpose

NERCOMP is a non-profit organization whose mission is to enhance the communication and dissemination of information related to the use of computers, networks and information technology in education, academic research and educational administration throughout the Northeastern United States and whose membership consortium is composed of accredited educational institutions (the “Consortium Members”).

CCA is interested in engaging Consortium Members who may have an interest in leasing high technology goods and rights in related software (“Software”) and Soft Costs (as defined below) (collectively, the “Equipment”) for commercial purposes. “Soft Costs” shall mean any non-equipment costs relating to the Equipment including, without limitation, service and/or maintenance, supplies, installation, delivery and sales tax. The purpose of this Agreement is to set forth the understanding of NERCOMP and CCA with respect to the rights and responsibilities in their relationship.

NOW, THEREFORE, in consideration of the promises contained herein and for other valuable consideration received, CCA and NERCOMP hereby agree as follows:

1. Access to Consortium Members and NERCOMP Management Fee. NERCOMP shall provide CCA an exclusive page on the nercomp.org website, three membership webinars per year, quarterly email communications, and identification and marketing participation in connection the NERCOMP annual conference (the “Services”). CCA shall pay to NERCOMP an annual fee of one thousand dollars (\$1,000) during the term of this Agreement in exchange for the Services.
2. Leases. CCA may, from time to time, at CCA’s sole discretion, lease Equipment to Consortium Members. In making its decision to enter into a lease agreement with a Consortium Member, CCA will not request nor rely on information supplied by NERCOMP relating to a Consortium Member including but not limited to financial information, credit/payment history, credit reports, or NERCOMP correspondence and CCA hereby (i) disclaims any such reliance; (ii) releases NERCOMP therefrom; and (iii) agrees not to assert any claim against NERCOMP with respect thereto. CCA will not be under any obligation to lease to a Consortium Member and will be solely responsible for credit underwriting, the decision to enter into a lease agreement with the Consortium Member, and the terms of the lease agreement. Upon CCA’s approval of a Consortium Member, CCA shall enter into a lease agreement using CCA’s lease documentation and

NERCOMP shall not be named as a lessor. Any such lease agreement is referred to herein as a "Lease" and any such Consortium Member entering into a Lease a "Lessee".

3. Discount Terms. CCA will provide a discount to Consortium Members in good standing in accordance with Exhibit A attached hereto. CCA agrees that it will not provide or renew the discount terms to a Consortium Member without first confirming with NERCOMP that such institution is still an active NERCOMP Consortium Member in good standing.
4. Administration. CCA shall administer each Lease in a reasonable and prudent manner consistent with prevailing industry practices and in accordance with all applicable laws, rules, regulations and the provisions of this Agreement and contractual provisions.
5. General Warranties.

NERCOMP and CCA each hereby represents and warrants that:

- (a) Organized and Existing. CCA is a limited liability company, duly organized, validly existing and in good standing under the laws of Virginia, and is duly qualified and in good standing as a foreign corporation authorized to do business in each state or jurisdiction where such qualification is necessary. NERCOMP is a corporation duly organized, validly existing and in good standing under the laws of Connecticut, and is duly qualified and in good standing as a foreign corporation authorized to do business in each state or jurisdiction where such qualification is necessary.
- (b) Due Authorization; No Conflict. It has taken all action and received all consents and approvals needed for it to execute, deliver and perform this Agreement, and the transactions contemplated hereby, and is duly authorized to perform all of its obligations under this Agreement, and all related instruments and documents to which it is a party. This Agreement is valid, binding, and enforceable against it in accordance with its terms. The execution, delivery and performance of this Agreement does not and will not conflict at any time with such party's charter or by-laws or organizational documents or any agreement, nor with any applicable law, rule or regulation, or court or administrative order, judgment or decree which is effective as of the date of this Agreement.
- (c) Principal Place of Business. Its chief executive office and principal place of business is located at the address set forth on the first page of this Agreement.

6. Affirmative Covenants of CCA.

CCA hereby represents and warrants that:

- (a) It will provide NERCOMP quarterly reports that include a current list of Consortium Members who have entered into a Lease with CCA and the commencement dates of each Lease.
- (b) It will ensure at all times that the Lease form, the charges and fees under the Leases, and all documents pertaining to the Lease, the marketing materials and all procedures

followed by CCA pertaining to the transactions contemplated by this Agreement comply in all respects with applicable federal and state laws and will comply with all of lessor's obligations under each Lease.

7. Indemnification.

(a) CCA agrees to indemnify and hold harmless NERCOMP and its affiliates, subsidiaries, employees, officers and agents from any and all losses, claims, liabilities, demands and expenses ("Losses") whatsoever (including without limitation, reasonable attorneys' fees) sustained by NERCOMP in connection with or arising out of (i) claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of CCA; (ii) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement; and (iii) the breach of any of CCA's warranties and representations or covenants or obligations under this Agreement.

(b) NERCOMP agrees to indemnify and hold harmless CCA and its affiliates, subsidiaries, employees, officers and agents from any and all losses, claims, liabilities, demands and expenses ("Losses") whatsoever (including without limitation, reasonable attorneys' fees) sustained by CCA in connection with or arising out of the breach of any of NERCOMP's warranties and representations or covenants or obligations under this Agreement.

8. Term and Termination. The term of this Agreement shall begin as of the Effective Date and shall continue for a period of three (3) years unless sooner terminated for cause or extended by written agreement of the parties. Either party may terminate this agreement for cause if the other party fails to perform any of the terms or provisions of this Agreement and such failure continues for thirty (30) days following written notice to the breaching party of such failure.

9. Limitation of Liability. IN NO EVENT SHALL NERCOMP OR CCA BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES, LOST DATA, OR COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR FOR LOST PROFITS OF ANY KIND, REGARDLESS OF THE FORSEEABILITY THEREOF AND REGARDLESS OF THE CAUSE OF ACTION UNDER ANY LEGAL OR EQUITABLE THEORY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY LOSSES RELATED TO ANY ACTIONS BY ANY CONSORTIUM MEMBERS. Each Consortium Member is solely responsible for all of its own actions and interactions with CCA in connection with this Agreement. NERCOMP, its employees, and its board members will not be responsible in any manner whatsoever for the actions of any Consortium Member(s) at any point in time.

10. Miscellaneous.

- (a) Entire Agreement. This Agreement contains and constitutes the entire agreement between CCA and NERCOMP with respect to the transactions which are the subject of this Agreement and supersedes and cancels all previous negotiations, agreements, commitments, and writings related to said transactions. Neither NERCOMP nor CCA has entered into this Agreement in reliance upon any representation, warranty, covenant or undertaking of the other party that is not set out or referred to in this Agreement.
- (b) Amendment. This Agreement may be amended only by an agreement in writing, signed by each of the parties hereto
- (c) Notice. Any notices under this Agreement may be delivered in person, or sent by fax (with the original sent promptly by ordinary mail), by electronic mail, by registered or certified mail, postage prepaid, or by recognized delivery service:
 - (i) if to NERCOMP, at NERCOMP's address set forth on the first page of this Agreement;
 - (ii) if to CCA, at CCA's address set forth on the first page of this Agreement; and
 - (iii) to either party at any other address such party may, by notice as herein provided, received by the other, designate as its address for all notices under this Agreement.
- (d) Governing Law. This Agreement shall be governed by and interpreted in accordance with the law of the state of Connecticut (excluding conflict of laws rules).
- (e) Successors and Assigns. This Agreement shall be binding on, and inure to the benefit of, CCA and NERCOMP and their respective successors and assigns.
- (f) Assignment. This Agreement may not be assigned by either party, nor transferred by operation of law, without the prior written consent of the other. Any assignment or transfer without such consent shall be void. CCA shall not engage any third party to perform any of its obligations under the Agreement without NERCOMP's prior written consent.
- (g) Waivers. Any waiver by either party or a breach of any provision of this Agreement must be in writing and shall not be deemed a waiver of any subsequent breach. No delay or omission in the exercise or enforcement of any right or remedy provided in this Agreement or by law by either party shall be construed as a waiver of such right or remedy.
- (h) Costs. NERCOMP and CCA shall each be responsible for its own legal fees and other expenses associated with execution of this Agreement.

- (i) Exclusivity; Territory. This Agreement is nonexclusive and either party may design, develop, acquire, market or remarket products or services similar to or competitive with the products or services that are the subject of this Agreement.
- (j) Relationship. The relationship created hereunder between NERCOMP and CCA shall be solely that of independent contractors entering into an agreement. No representations or assertions shall be made or actions taken that could imply or establish any agency, fiduciary, joint venture, partnership, employment or other relationship between the parties with respect to the subject matter of this Agreement.
- (k) Severability. If any term or provision of this Agreement is held to be prohibited by or illegal, unenforceable or invalid under applicable law or court of competent jurisdiction, such term or provision will be ineffective only to the extent of such prohibition, illegality, unenforceability or invalidity, and the remaining provisions shall not be affected thereby.
- (l) Publicity. Any publicity, including but not limited to press release(s), announcements, publications or any other media releases regarding or related to this Agreement, as well as any use of the other party's name or trademark in any public manner, shall be mutually agreed upon in writing by the Parties prior to release. Neither Party will make any attribution, representations or warranties about the other Party that the other Party has not first approved in writing.
- (m) Further Assurances. Each party agrees that, from time to time, it will execute and deliver such further documents and take such actions as the other party may reasonably request in order to more fully effect the purposes of this Agreement.

IN WITNESS WHEREOF, CCA and NERCOMP have executed this Referral Agreement effective as of November 1, 2021.

Northeast Regional Computing Program

CCA Financial, LLC

By: Janet M Hill

By: Jonathan Hall

Name: Janet M Hill

Name: Jonathan Hall

Title: Chair, NERCOMP Board of Trustees

Title: Director - Credit & Contracts

Exhibit A to Services Agreement dated October 20, 2021 by and between NERCOMP
and CCA Financial, LLC.

NERCOMP Member Discount Arrangement offered by CCA Financial

Volume based discounts:

Tier 1: \$0-\$250,000.00 = 0.50% Discount on the implied rate

Tier 2: \$250,000.00 - \$1,000,000.00 = 1% Discount on implied rate

Tier 3: \$1,000,000.00 + = 1.5% Discount on implied rate

*If a member institution uses CCA for funding another NERCOMP Partners solution, an additional 0.75% discount to each of the tiers above will be applied.

* If a member institution uses CCA for funding one of CCA's approved partners solution, an additional 0.50% discount to each of the tiers will be applied. (Can provide list of approved partners upon request)

*CCA will reassess the activity and business closed with member institutions one year from the start of the agreement to determine if a broader discount should apply based upon milestones setforth.