

# IBM Credit LLC End of Lease Schedule

End of Lease Schedule No: E00942827-01

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Agreement No.: 062014378L

Schedule/ Contract No (if applicable): 060253001

Lessee Name and Address:

Lessor Name and Address:

MONTGOMERY COUNTY  
20 PARK ST  
DATA PROCESSING DEPT  
FONDA, NY 12068-4810  
US  
Attention: Manager IT Dept.

IBM Credit LLC  
6303 Barfield Road NE  
Sandy Springs, GA 30328-4233

Install Address:

20 PARK ST  
FONDA, NY 12068-4810  
US

Customer No. 5993457

Lessee Reference from initial Schedule (if applicable): \_\_\_\_\_

Lessee Reference for End of Lease Schedule: \_\_\_\_\_

(Lessee should indicate a new Lessee Reference for this End of Lease Schedule if different than the Lessee Reference used for the initial Schedule).

This End of Lease Schedule dated as of September 13, 2021 allows Lessee to select its desired end of Lease options ("End of Lease Option(s)") for Equipment approaching its end of Term on November 30, 2021 ("End Term") in accordance with the terms of the above-referenced Agreement or, if applicable, any Schedule that may be referenced above (collectively referred to herein as "Agreement"). Lessee should consult the Agreement for specific terms and conditions of the applicable Lease and for the meaning of any capitalized terms used, but not defined, herein. Lessee must mark 'X' in the applicable brackets to select its End of Lease Options for the Equipment listed in the table below. At least thirty (30) days before the End Term, Lessor must have received from Lessee (at the above-referenced address or by email to: Attention IGF EOL Specialist at askeol@us.ibm.com) this completed End of Lease Schedule signed and dated by Lessee's authorized representative.

The End of Lease Options for the Equipment covered by this End of Lease Schedule are specified in the table below. See "Key" for End of Lease Option Descriptions.

END OF LEASE SCHEDULE DETAILS AND PAYMENTS									
Mark ["X"] in this row to select the same End of Lease Options for ALL listed Equipment	Purchase (\$) ALL [ ]			Renewal 12 (\$) ALL [ ]	Renewal 24 (\$) ALL [ ]	Renewal 36 (\$) ALL [ ]	Continuation (\$) ALL [ ]	Return ALL [ ]	
Equipment Description Type/Model Serial #		P	P	Renewal Terms			P	P	End Term Return Date
				12 months	24 months	36 months			
System Storage TS2260 Tape Drive Model H6S 3580/H6S RN024	1,279.00 [ ]	M	R	109.08 [ ]	55.81 [ ]	38.16 [ ]	M	R	11/30/2021 [ ]
IBM Power System S914 9009/41A 27870	4,026.00 [ ]	M	R	343.38 [ ]	175.70 [ ]	120.12 [ ]	M	R	11/30/2021 [ ]
<b>Total:</b>	5,305.00	M	R	452.46	231.51	158.28	M	R	582.42

Key:

PP = Payment Period (M = Month, Q = Quarter, S - Semi-Annual, A = Annual)

PT = Payment Type (A = Payment in Advance, R = Payment in Arrears)

**No Decision:** If Lessee does not indicate and notify Lessor of its End Term decision for the Equipment listed above as required under the terms of the Agreement, Leases for such Equipment will automatically continue on a month to month basis, unless specifically agreed to otherwise in writing by the Parties, monthly beyond the End Term in accordance with the terms and conditions thereof.

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Unless indicated in the table above, all End of Lease Option payments will be made by Lessee in accordance with the Payment Period and terms set forth in the Agreement. Any payments associated with these End of Lease Options are independent of, and in addition to, any payments, including, but not limited to any taxes or other expenses, due to Lessor under the Agreement for the applicable Leases ("Lease Payments"). Lessee remains obligated to make all Lease Payments to Lessor which are a condition of Lessor's fulfillment of Lessee's selected End of Lease Options.

**ADDITIONAL TERMS AND CONDITIONS**

**Return:**

Lessee is responsible for deinstallation, packing and transportation of the Equipment to Lessor's designated return location and any associated costs or expenses, unless the parties have otherwise agreed to in writing.

Lessee is solely responsible for complying with all applicable legal obligations concerning confidentiality, privacy or transmission of any information or data on the Equipment ("Content") and shall remove all Content, including but not limited to, any sensitive, confidential, proprietary, or personal information from the Equipment, passwords and programs not licensed to the Equipment and any removable media such as SIM cards, CDs, or PC Cards prior to delivering the Equipment to Lessor.

LESSEE AGREES THAT LESSOR WILL HAVE NO LIABILITY RELATED TO ANY CONTENT, INCLUDING FOR:

- (i) ANY OF LESSEE'S SENSITIVE, CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;
- (ii) LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE DAMAGED OR LOST REMOVABLE MEDIA;
- (iii) DATA OR VOICE CHARGES INCURRED AS A RESULT OF FAILING TO REMOVE ALL SIM CARDS OR OTHER REMOVABLE MEDIA INSIDE SUPPORTED PRODUCTS THAT ARE RETURNED;
- (iv) THE LOSS OF USE OF A SYSTEM OR NETWORK; AND/OR
- (v) FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY A THIRD-PARTY SERVICE PROVIDER.

Notwithstanding any other provision of the applicable Agreement, and any applicable Schedule or other transaction document related to the Equipment, for Lessees with operations in the United States or who are otherwise subject to the US Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Lessee warrants and represents that, prior to returning any Equipment used for processing and/or storage of Protected Health Information as defined in 45 C.F.R. Section 160.103 ("PHI"), all PHI on such Equipment has been purged or destroyed in a manner consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization, and upon Lessor's request, Lessee will promptly provide written certification to Lessor that it has done so.

Lessee's return of Equipment other than those items of Equipment identified above is not authorized without Lessor's express written consent. Therefore, Lessee agrees to use its best efforts to return only those items of Equipment identified above (i.e. same manufacturer, type, model number and serial number asset) to Lessor ("Scheduled Equipment") and avoid returning items of Equipment owned by Lessor that are not identified above ("Unscheduled Equipment") or sending to Lessor any equipment not owned by Lessor ("Unauthorized Equipment").

If Lessor receives any Unscheduled Equipment, Lessor will terminate the Lease for such Unscheduled Equipment and charge Lessee a termination fee which is the sum of the outstanding Lease Payments and continue the Lease for the unreturned Scheduled Equipment in accordance with the Agreement.

If Lessee returns any Unauthorized Equipment to Lessor then: (i) Lessee shall be deemed to have relinquished any and all right, title and interest it may have in such Unauthorized Equipment and transferred to Lessor, without any further consideration from, or obligation of, Lessor full legal and beneficial title to such Unauthorized Equipment free and clear of any and all liens, encumbrances, taxes, pledges, legal obligations and other restrictions of any kind; and (ii) at Lessor's option, Lessor may (a) sell such Unauthorized Equipment and Lessor shall retain any and all proceeds of such sale or (b) dispose of such Unauthorized Equipment, and in such event, Lessee shall pay Lessor a fee in an amount equal to Lessor's then current disposal fees and related expenses for similar equipment which Lessor will provide to Lessee upon Lessee's written request. In no event shall Lessor have any liability for, nor shall Lessee have any remedy against Lessor, for any claims, actions or demands which may arise in connection with Lessor's disposal of such Unauthorized Equipment.

Notwithstanding the foregoing, Lessor shall continue to invoice Lessee for any Scheduled Equipment that was not returned to Lessor in accordance with the terms of the Agreement.

Subject to the foregoing, if Lessor receives any Unauthorized Equipment that is PC Equipment (as hereinafter defined) that is of the same manufacturer, type, and model number as the Scheduled Equipment listed above for which the Term: (i) is scheduled to expire within one month following the date of receipt of such Unauthorized Equipment; (ii) has expired within one month preceding the date of receipt of such Unauthorized Equipment; or (iii) was automatically extended, in each case, pursuant to the terms of the Agreement (any of the preceding, "Replaced Equipment"), then Lessor may, in its sole discretion, accept such Unauthorized Equipment in substitution for such Replaced Equipment, and in such event, the Unauthorized Equipment shall become subject to all of the terms and conditions of the Agreement for such Replaced Equipment, and Lessor shall be deemed to release all of its right, title and interest in such Replaced Equipment. For purposes of this paragraph, "PC Equipment" shall mean personal computers, notebooks, tablets, monitors, Intel based servers, personal computer printers and other related personal computer equipment.

Subject to the foregoing, if Lessor receives any Unauthorized Equipment that is not PC Equipment, and, within thirty (30) days' of Lessor's receipt of such Unauthorized Equipment Lessee sends a written request to [askeol@us.ibm.com](mailto:askeol@us.ibm.com) (or other contact address that

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Lessor may provide to Lessee from time to time) to return such Unauthorized Equipment to Lessee, then Lessor shall return such Unauthorized Equipment to Lessee at Lessee's expense.

Lessor may, but shall have no obligation to, remove any information, license programs, or any other data contained on the Unauthorized Equipment and shall not have any liability for the loss, destruction or disclosure of any such information, licensed programs, or any other data on Unauthorized Equipment. The parties agree that the terms of this End of Lease Schedule, shall apply to any Unauthorized Equipment received by Lessor on or following the date hereof notwithstanding the terms of any prior lease agreement between Lessor and Lessee.

Certain IBM machine types ("Servers") may contain a water solution coolant that may be subject to regulations governing the proper handling and disposal of such coolant ("Solution"). If Lessee has leased such Servers, Lessee acknowledges and agrees that Lessee shall retain title to such Solution and is responsible for the handling and disposal of such Solution in accordance with all applicable laws and regulations. Additionally, Lessee acknowledges and agrees that prior to the return of such Servers to Lessor, Lessee is responsible for the disposal of this Solution in accordance with applicable laws and regulations and product characteristics, at the time of such disposal. Lessee's obligation, under the indemnification provisions of the Lease, includes any third party claims arising in connection with the Lessee's possession, use, handling or disposal of such Solution, which obligation shall survive termination or expiration of the Lease.

Below, please indicate the Lessee Contact Person (and contact information) who will coordinate Lessee's return of Equipment to Lessor

Lessee Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone No. \_\_\_\_\_

For assistance with this End of Lease Schedule call Lessor at 1-800-426-3552 or email Lessor at [askeol@us.ibm.com](mailto:askeol@us.ibm.com), Attention IGF EOL Specialist.

Additional information, including guidelines for returning Equipment to Lessor, may be found at:  
<http://www.ibm.com/financing/us-en/end-of-lease/index.html>

The Agreement is hereby incorporated by reference and Lessee shall be bound to the terms and conditions of the Agreement as Lessee. The Agreement, this End of Lease Schedule and any applicable Schedules, attachments, or addenda thereto are the complete and exclusive statement of the Parties with respect to the subject matter herein. This End of Lease Schedule and the foregoing referenced documents supersede any prior oral or written communications between the Parties. By signing below, Lessee agrees to the terms represented by this End of Lease Schedule as it may be amended or modified. Any other change to this End of Lease Schedule will require the mutual written approval of the Parties.

Agreed to: MONTGOMERY COUNTY

By \_\_\_\_\_  
Authorized signature

Name (type or print):

Title (type or print):

Date: