

# Attachment B to Agenda File No. 2025-138

## Installment Payment Agreement

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Date: May 16, 2025		Contract Number CAA163-1		THIS IS A NON-CANCELABLE, LEGALLY BINDING CONTRACT	
Customer (Customer Name) Use EXACT registered name if a Corp., LLC, or LP		San Diego Unified Port District			
Customer's Chief Executive Office	Street: 3165 Pacific Highway	City: San Diego	State: CA	County:	Zip: 92101
Customer Telephone (not cell):					

This Contract, as it may be amended or supplemented from time to time (the "Contract"), represents the final and only agreement between You and Us ("Parties") regarding the subject matter herein and may not be contradicted or modified by evidence of prior, contemporaneous or subsequent oral (including documents generated by You and not signed by Us) agreements. There are no unwritten oral agreements between You and Us. The Contract can be changed only by a signed written agreement between You and Us. If any provision is found unlawful, it shall be removed and the rest enforced per its terms.

1. **CONTRACT.** Customer ("You" or "Your") agrees to finance through Asset Finance Group, Inc. ("We," "Us" or "Our") the Cisco Smartnet listed below and all existing and future accessions, embedded software, additions, replacements and repairs ("Asset") during the Term upon the terms stated herein. This Contract is non-cancelable and may not be terminated early. This Contract is not binding until all Parties sign.

Asset Location (if different than "Chief Executive Office" shown above)		As noted on NTT America, Inc. Quote 322116809			
Asset Description: See Attachment – Asset Description.		Asset Supplier: NTT America, Inc.			
Original Term	Sixty (60) Months	Contract Payment Start Date	June 20, 2025	Asset Cost	\$669,820.38
Contract Payment		\$133,964.07 due 6/20/25 followed by four payments of \$133,964.07 due annually starting 8/15/25. Contract Payments are exclusive of sales tax, if applicable			Advance Payment Applied as First Pmt: N/A
					Security Deposit: N/A
					Check here if Contract Payment includes Sales/Use Tax: <input type="checkbox"/>

2. **UNCONDITIONAL OBLIGATIONS.** You agree that (a) You, not We, selected the Asset(s) and the Supplier, (b) no statement made by the Supplier is binding on Us, (c) Your obligations to Us are unconditional, despite any failure of any Asset or other adverse condition, and Your obligation to make the Contract Payments shall not abate, reduce or diminish for any reason, including self-off, counterclaim, recoupment or any other defenses or doctrines, (d) We are not a party to any contract you may have with the Supplier, and no breach by the Supplier will excuse You from performing Your obligations to Us, (e) if the Asset is unsatisfactory or if the Supplier fails to fulfill any obligation to You, You agree not to make any claim against Us and to continue performing hereunder, and (f) You represent and warrant for Our benefit and that of Our assigns that, as of the time of execution of this Contract (i) You are a corporation in good standing under the laws of California; and have adequate corporate power to enter into and perform this Contract, (ii) This Contract has been duly authorized, executed and delivered by You and constitutes a valid, legal and binding agreement enforceable in accordance with its terms, (iii) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by You of this Contract, (iv) The entering into and performance of this Contract will not violate any judgment, order, law or regulation applicable to You, and (v) You are not listed on the Sectoral Sanctions Identification List issued by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury and shall not allow a Blocked Person (as defined by the OFAC) to have an ownership interest in or control of You.

3. **TERM.** This Contract will begin on June 13, 2025 ("Commencement Date") and will continue for the number of months shown above ("Original Term") and is non-cancelable during the full Original Term. You acknowledge that upon receipt of the Asset(s) they shall be conclusively deemed accepted.

4. **PAYMENTS.** Contract Payments and other charges are payable in advance periodically as set forth above. Restrictive endorsements on Your checks are not binding. Payments will be applied to past-due and current-due charges in such order as We determine. Any security deposit or estimated future Governmental Charge paid by You is non-interest bearing, and at the end of the Contract, the unused portion (if any) will be returned to You. If You pay late, You shall also pay a late fee of 5% of the amount that is late per month (or the maximum rate allowable by law, if less) until the date paid. If any check is dishonored, We will charge a fee of \$20.

5. **NO WARRANTIES.** We are financing the Asset(s) to You "as is". We have not made and hereby disclaim any and all warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. You hereby grant Us a security interest in the Asset(s) and all proceeds thereof effective as of the Commencement Date. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You may be entitled under Article 2A to the promises and warranties (if any) provided to Us by the Vendor(s) in connection with or as part of the contract (if any) by which We acquire the Asset(s). You may contact the Supplier for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies. We hereby transfer to You, without recourse to Us, all automatically transferable promises and warranties, if any, made to Us by the Supplier or manufacturer.

6. **INDEMNIFICATION.** We are not liable for any claims, damages (whether direct, indirect, incidental or consequential), losses or costs made against or incurred by You relating to the Asset(s) or this Contract.

7. **ASSIGNMENT.** You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer"), or sublease, this Contract in whole or in part. We may, without

notice to You, Transfer Our interests in the Asset(s) and/or this Contract, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will have all of Our rights but none of Our obligations. You agree not to assert against the New Owner any claim, defense or offset You may have against Us.


8. **TAXES; OTHER FEES.** You are responsible for all taxes and governmental charges relating to the Asset(s) or this Contract (collectively, with such taxes, "Governmental Charges"). If We pay any Governmental Charges, You agree to reimburse Us upon demand. We may periodically bill You for, and You agree to promptly pay, estimated future Governmental Charges. You appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing tax returns. You agree to pay Us (i) a fee for preparing and filing personal property tax returns (ii) for all costs of filing, amending and releasing UCC financing statements and a fee for each such filing, and (iii) a processing fee of \$75.00 to cover Our investigation and other administrative costs in originating this Contract. You agree that the fees set forth in this Contract may include a profit component

9. **DEFAULT.** You will be in default if, with respect to this Contract or any other agreement between You and Us, (i) You fail to pay any sum within 5 business days of the due date, (ii) fail to perform or observe any other obligation, (iii) any representation or warranty made by You to Us in connection with this Contract shall be untrue in any material respect, (iv) insolvency by You, (v) Your filing of any proceedings commencing bankruptcy, or the filing of an involuntary petition against You, or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; or (vi) a change of control of Customer shall occur. If You default, You agree We may do any or all of the following (A) cancel this Contract, (B) require You to stop using the Asset(s), (C) require You to pay to Us on demand an amount equal to the sum of (i) all Contract Payments and other amounts then due and past due, (ii) all remaining Contract Payments for the Original Term discounted at a rate of 2% per annum, (iii) interest at the rate of 1.5% per month on the amounts specified in clauses "i" and "ii" above until the date paid, and (iv) all other amounts that may later become due hereunder, and/or (D) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees) and reasonable expenses of denying use of the Asset(s), plus interest at the rate of 1.5% per month on such amounts until the date paid.

10. **MISCELLANEOUS.** This Contract shall be deemed to be performed in Fairfax County, Virginia (the place of Our chief executive office and the place where We will administer Your contract account), and the Contract shall be governed by the laws of the State of California. All legal actions relating to this Contract shall be venue in a state or federal court located in the County of San Diego at the option of Us (or our assigns). You consent to personal jurisdiction in such courts. This Contract may be executed in counterparts, all of which together shall constitute the same document. You agree that a facsimile or other copy containing Your faxed or copied signature shall be as enforceable as the original executed Contract. You agree to provide Us with Your Financial Statements. If You are a privately held entity then, You shall provide Us complete audited financial statements at each fiscal year end certified by Your independent certified public accountants and reasonably acceptable to Us within fourteen days of receipt of same from Your certified public accountants, and unaudited statements at each quarter end upon request. If it is determined that any amount charged under this Contract is greater than the amount allowed by law, including any amount that is determined to exceed applicable usury limits (an "Excess Amount"), then any Excess Amount will be waived (or, if the Excess Amount was paid, it will be applied to past-due amounts, if any, or else refunded).

Accepted by Asset Finance Group, Inc., 13595 Dulles Technology Drive, Herndon, VA 20171				Customer Name San Diego Unified Port District	
By	<i>Susan Fedor</i>	Date	5/16/25	By	
Print Name	Susan Fedor	Title	VP Contracts	Print Name	

## San Diego Unified Port District Quote Summary

	<b>NTT America, Inc.</b> 1061 Red Ventures Dr. Suite 100 Fort Mill, SC 29707 Tel: +1 (661) 271 3839	<b>Client:</b> San Diego Unified Port District 3165 Pacific Highway San Diego CA 92112-0488 US	<b>Quote Date:</b> 3/23/2025	<b>Client Support</b>
			<b>Contract:</b> NASPO AR3227	
			<b>Name:</b> Sabrina Simons <b>Email:</b> <a href="mailto:sabrina.simons@global.ntt">sabrina.simons@global.ntt</a>	
	<b>Quote Number</b>	<b>Description</b>		<b>Client Price</b>

322116809

5 Year Cisco Smartnet Renewal (Cisco Cap)

**Total (USD)**

\$669,820.38

This quotation is governed by NTT America, Inc. (successor in interest to NTT America Solutions, Inc.) ("NTT") and Conditions of Sale available at <https://hello.global.ntt/-/media/ntt/global/legal/united-states/ntt-america-solutions-terms-and-conditions-us.pdf> and which are incorporated herein by reference. The NTT offer to sell the services specified in this quotation and, if applicable, its obligation to perform are expressly conditional upon Client's acceptance of these Terms and Conditions of Sale without additional or different terms. Client may accept the NTT offer by issuing a purchase order and such action shall be deemed to be Client's unconditional acceptance of the Terms and Conditions of Sale. Client acknowledges and agrees that it has the ability to access each URL referenced in this quotation. Client waives any claims or defenses to the validity or enforceability of the Terms and Conditions of Sale arising from any electronic submission of it to Client.

## Notes:

1. All prices are valid for 30 days
2. All prices are exclusive of applicable Sales Tax and labor for installation.

**INCUMBENCY CERTIFICATE**

I, \_\_\_\_\_, do hereby certify that I am the authorized \_\_\_\_\_ of the San Diego Unified Port District ("Customer"), a corporation organized under the laws of the State of California, and further certify that the individuals whose name(s) and signature(s) appear below are authorized to enter into, execute and deliver any Installment Payment Agreement containing a contract number reference of CAA163 between Asset Finance Group, Inc. and this Customer, and to enter into, execute and deliver any Riders, Amendments and other documents related thereto.

IN WITNESS WHEREOF, I set my hand and the seal of the Customer on \_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_

Name \_\_\_\_\_

NAME

TITLE

SIGNATURE

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## Customer Billing / Payment Information Form

**Contract Number CAA163-1**

*Please help us provide a more efficient service to you by completing the information requested below and returning this form along with the signed contract documentation.*

Customer Billing Information				
Customer Legal Name				
Billing Address				
Email Address for Invoices				
Customer Contacts				
	Name	Phone	Email	
Billing				
Accounts Payable				
Procurement				
Other: _____				
Purchase Orders / Special Billing Instructions				
Is a Purchase Order Number or Reference Required on Invoices?    Yes <input type="checkbox"/> No <input type="checkbox"/>				
Purchase Order Number or Other Reference				Attached <input type="checkbox"/>
Billing Comments				
Federal Tax ID / Tax Exemption / Direct Pay Permits				
Federal Tax ID Number and/or W-9 Form				Attached <input type="checkbox"/>
Tax Exempt Certificates*	Yes <input type="checkbox"/>	No <input type="checkbox"/>		Attached <input type="checkbox"/>
Direct Pay Permits*	Yes <input type="checkbox"/>	No <input type="checkbox"/>		Attached <input type="checkbox"/>
<b>*Please Note:</b> Tax Exempt Certificates or Direct Pay Permits are required to be on file for audit purposes with the tax jurisdiction.				

### Customer Payments should be issued to Asset Finance Group, Inc.

<b>Remittance Address:</b>	Asset Finance Group, Inc. Benefit of PNC Bank, Escrow P.O. Box 392458 Cleveland, OH 44193
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