

Schedule No. COA-001
Date October 14, 2024

Customer: City of Aurora, IL	Provider: Panasonic Corporation of North America, acting through its Panasonic Connected Company of North America division
Customer's Initial Address for Notices: 44 East Downer Place Aurora, IL 60505	Provider's Initial Address for Notices: Two Riverfront Plaza, 6th Floor Newark, New Jersey 07102-5490
This Schedule incorporates the Master Services Agreement dated October 14, 2024 (" Agreement ") between Customer and Provider.	
Services: As more particularly described in the Agreement and Terms of Service, the Services to be provided hereunder relate to the Products described in the attached Exhibit A. Delivery Location: 44 East Downer Placer Aurora, IL 60505 Additional Terms of Service: Panasonic TaaS Quote ID Q-725715. Base Term: 36 months. Base Term Commencement Date: The first day of the calendar month to occur on or to next follow the Acceptance Date. Outside Acceptance Date: December 31, 2024.	Service Fees: (i) Recurring Fees: \$872,635.41 due and payable in advance on the first day of each year of the Service Term beginning with the period in which the Base Term Commencement Date occurs; plus (ii) One-Time Fees: <ul style="list-style-type: none">¹/₃₆₀ of the Recurring Fee described in clause (i) for each day from and including the Acceptance Date to but excluding the Base Term Commencement Date, due and payable <u>on demand</u>.

Special Terms:

- A. **Assignment to HTE.** Customer understands and expressly agrees that concurrently with Provider's countersigning of this Schedule Provider has assigned this Schedule (which includes the Agreement as applicable hereto), and sold the Equipment and all Service Fees due and to come due hereunder, to Huntington Technology Finance, Inc. as Assignee hereof ("**Huntington**"), but such assignment is subject to any contrary notice that may be given by Provider or Huntington to Customer before the consummation of the assignment. Huntington's initial address for notices hereunder is 2285 Franklin Road, Suite 100, Bloomfield Hills, MI 48302. Customer agrees that pursuant to such assignment, it will remit all payments hereunder in the name of Provider to such address as Huntington may from time to time specify in writing (including in any invoice), in all cases identifying itself as the source and this Schedule as the application of funds.
- B. **Third Party Products and Services.** The second-to-last sentence of § 1 of the Agreement is deleted in its entirety and replaced with the following: "Provider has no obligation with respect of the delivery, performance, or license of third-party provided Products (including Provided Software). Customer shall be solely responsible for reviewing and complying with all terms and conditions as they relate to third-party provided Products including but not limited to warranties, representations, and services provided by the third party.
- C. **Order of Precedence.** In case of conflict or inconsistency between the Agreement and this Schedule, this Schedule shall control.

Each party acknowledges its receipt and review of this Schedule and that none of its provisions are missing or illegible. The terms of this Schedule may differ from other Schedules incorporating the Agreement. **As more particularly provided herein, this Schedule and the Agreement constitute the entire agreement of the parties relating to the subject matter hereof.**

City of Aurora, IL (Customer)

Panasonic Corporation of North America (Provider),
acting through its Panasonic Connect North America division

By: _____

By: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

**Exhibit A
to Schedule No. COA-001**

Product Description

<u>QTY.</u>	<u>MFR.</u>	<u>TYPE/MODEL/ FEATURE</u>	<u>DESCRIPTION</u>
<u>A. EQUIPMENT</u>			
430	PCNA	FZ-40EZ-0KBM	BSKU, Win11 Pro, Intel Core Ultra 5 135H vPro (up to 4.6GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 7, Bluetooth, 5G EM9190 (Sub6+C), GPS, COM Splitter, Quad Pass (BIOS Selectable), Mic and Infrared 5MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVCFESGEN10 - Field Engineering Support
35	PCNA	CF-334Z-2AAM	Win11 Pro, Intel Core i7-1270P vPro (up to 4.8GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G MLP31-W, GPS, Dual Pass (Ch1:WWAN/Ch2:GPS), Mic and Infrared 2MP Webcam, 8MP Rear Camera, Standard Batteries (2), TPM 2.0, Flat, FZ-SVCTPNF3YR - 3 Year Protection Plus Warranty, FZ-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVCFESGEN10 - Field Engineering Support
185	PCNA	FZ-VEB401U	Desktop Dock for FZ-40. USB-A (3), USB-C (3), HDMI, Serial, LAN (2), Kensington Lock, LED, Power Button. Includes one front USB-C, two video out (HDMI + one USB-C), rear USB-C's are 10Gbps 1.5A. No AC Adapter included.
35	PCNA	CF-VEK335LMP	Premium Emissive Keyboard for CF-33 Mk3 (not compatible with mk1/mk2 tablets). Red Backlight (4 levels). USB-A 5 Gbps, USB-A 0.5 Gbps, HDMI, VGA, LAN, SDXC (full-size), Serial (USB), Power, Docking Connector, Kensington Lock. Includes Handle/Kickstand. Display can be Opened to any Angle and Supports Convertible Mode. Compatible with Tablet, 33 Laptop Vehicle Dock and 33 Desktop Dock.
225	PCNA	CF-LNDDC120	Lind 120 Watt 12-32 Volt Input Car Charger for CF-30, CF-31, CF-33, 4K Mk1, Mk2 (UT-M/FZ-Y1), FZ-40, CF-53 Mk4, CF-54, FZ-55, CF-SX2, CF-F9, CF-19, CF-20, CF-C2, CF-H2, CF-U1, FZ-G1
190	PCNA	HA-40LVDA4	Havis Premium Vehicle Dock (quad pass) for Panasonic TOUGHBOOK 40. USB-A (3), USB-C (3), HDMI, Serial, Ethernet (2), Quad RF. Includes diagnostic LED, one front USB-C, two video out (HDMI + one USB-C), rear USB-C's are 10Gbps and 1.5A.
35	PCNA	HA-33LDS2	Havis Premium Laptop 2-in-1 Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 33. USB (6), Serial, LAN (2), HDMI, VGA, Dual RF. Features two front USB ports for easy access. Requires Premium Keyboard (sold separately).
210	Dell	T3000179160194	Dell 3450 (Touch) – <i>Third-party provided Products fulfilled and supported by Insight</i>
210	Dell	WD19S1430W	Dell 3450 Dock – <i>Third-party provided Products fulfilled and supported by Insight</i>
<u>B. PROVIDED SOFTWARE</u>			
-	-	-	-
<u>C. PRE-ACCEPTANCE SERVICES</u>			
-	-	-	-
<u>D. POST-ACCEPTANCE SERVICES</u>			
465	PCNA	NA	Ultimate Care Uplift