

TERMS AND CONDITIONS: The relationship between Client and Windham Professionals, Inc. Commercial Recovery Division (Windham) is one of principal and agent and in connection therewith Windham shall, as agent, exert its best efforts to effect collection. Windham shall have the right to endorse for deposit and/or collection in the name and on behalf of the Client, remittances received on accounts placed for collection and to deduct and retain from remittances all appropriate fees and charges. Client expressly agrees that Windham is the exclusive collection agent for the account and shall be entitled to its full commission and fees on any collections under any circumstances, including a collection effectuated by the Client or any other company. Accounts withdrawn for any reason or settled directly by the Client are subject to the full fees for the services requested on the account. Client agrees to remit such fees at the time of withdrawal or settlement. In those circumstances in which Client accepts returned merchandise in lieu of payment in whole or in part of the debt placed upon an account or if Windham discovers payment previously made but unknown to Client, Windham shall be entitled to its standard fees on such account. Each account forwarded to Windham may be collected directly or forwarded by Windham in the name, on behalf and for the account of the Client to one or more attorneys or other agents for collection. The services requested herein are subject to Windham's standard fee schedule. Special fees may apply in some areas, subject to Client's approval, where local rates have been established or where extra work and expenses may be necessary and standard charges are found to be inadequate. Windham expressly reserves the right to refuse to collect any account that Windham deems to be detrimental to the interests of the company. Client expressly agrees to and does hereby indemnify and hold Windham free and harmless from, and will defend Windham against all claims, liabilities, losses, obligations and expenses (including attorneys' fees), which it may suffer by reason of any breach of warranty made by Client or Client's failure to perform any of its obligations under this Agreement, or for any of Windham's efforts on behalf of Client required under this Agreement, except as may be caused by or arise out of the gross negligence or unauthorized acts of Windham or its officers, employees or agents. Client represents and warrants to Windham that at the time it requests collection services herein, it has a valid claim to the amounts due on the account and that, where applicable, it has a perfected security interest in the leased equipment or collateral. This Agreement shall continue in effect until such time as the account is collected and all fees and commissions are paid. This Agreement constitutes the entire agreement between the parties hereto and the same shall not be modified or amended except in writing signed by the parties hereto. The covenants, agreements, representations and warranties made herein of each of Windham and Client shall survive the execution and delivery of this Agreement and the consummation of the transaction described herein. This Agreement may not be altered, modified or amended except in writing signed by the party against whom such alteration, modification or amendment is sought. Both Windham and the Client understand that damages for Windham's breach of this Agreement are difficult to accurately estimate. Therefore, the parties hereby expressly agree that the amount of damages for Windham's breach shall be the amount of the fee to which Windham would otherwise be entitled under this Agreement. The parties agree that the damages set forth herein are liquidated damages and not a penalty, and are the sole and exclusive remedy of the Client.