

AZUMA Leasing Credit and Debit Card Standing Authorization Terms and Conditions

- 1) By providing AZUMA Leasing CT, L.P. ("AZUMA") with credit or debit card account information to make a payment to AZUMA as part of the agreement between you (Customer) and AZUMA in the AZUMA Lease and Release, Waiver and Indemnity Agreement" (the "AZUMA Lease") you are agreeing to a Credit and Debit Card Standing Authorization ("Authorization") with AZUMA to charge your credit or debit card account for any past due balances, uncollected fees, liquidated damages for unreturned equipment and any applicable sales tax as agreed upon in the AZUMA Lease.
- 2) By agreeing to this Authorization you authorize AZUMA to retain your credit or debit card information on file. In addition you authorize your credit card/debit card issuer to charge your credit or debit card account for any past due balances, uncollected fees, liquidated damages for unreturned equipment and any applicable sales tax as agreed upon in the AZUMA Lease.
- 3) The AZUMA Lease provides that an unpaid account balance is past due five (5) days past the oldest unpaid invoice's payment due date. In addition the AZUMA Lease provides for the accruing of additional rent in the sum of \$1.00 per day plus applicable sales tax for any account with a past due balance. For failure to return the equipment as required under the AZUMA Lease terms you agree to pay AZUMA \$750.00 as liquidated damages for unreturned equipment in addition to any accrued unpaid charges.
- 4) AZUMA, at its discretion, may choose to use this Authorization as your permission to process a charge to your credit or debit card as payment for any outstanding past due balances, uncollected fees, or liquidated damages for unreturned equipment associated with the AZUMA Lease. Any such charges will appear on your monthly credit card statement or bank account statement (for debit cards).
- 5) You understand that this Authorization is a standing authorization and is not a one-time credit or debit card charge authorization, and is not a recurring authorization to charge your credit or debit card on a monthly basis. This is an Authorization for AZUMA to charge your credit or debit card account for past due balances, uncollected fees, liquidated damages for unreturned equipment and any applicable sales tax as agreed upon in the AZUMA Lease should such amounts ever be incurred.
- 6) If any credit or debit card payment made under this Authorization is declined, you authorize AZUMA to make any necessary corrections to the submitted information and re-submit the charge. Your agreement to this Authorization does not relieve you of the obligation to pay AZUMA for goods supplied and/or services rendered if any charge submitted by AZUMA is dishonored, charged-back or otherwise refused for any reason. You agree to pay all reasonable collection charges and costs, including attorneys' fees and expenses of collection, if payment is dishonored.
- 7) This Authorization is terminable at any time. In order to cancel this Authorization, you can remove your card online or you must contact AZUMA in writing at the following address: 2905 San Gabriel, Suite 218, Austin, Texas 78705; or by sending e-mail notice to mail@azuma.com. Written cancellations must include your customer number, your name, credit or debit card billing address, phone number, credit card type, last four (4) digits of your credit card number and the effective date of cancellation. Please allow ten (10) calendar days for processing any notice delivered by you to AZUMA. If either the Lease or this Authorization is cancelled, a new Authorization must be submitted. No new Authorization can be accepted by telephone.
- 8) If you would like to change the credit or debit card listed in this Authorization, or if you would like to change any credit or debit card account information, expiration date or any other material information contained in this Authorization, you can either update the information online at www.azuma.com; or you must contact AZUMA in writing or by email at the addresses specified in paragraph 7 above. Again, please allow ten (10) calendar days for processing.
- 9) If you dispute any amount charged to your credit or debit card under this Authorization, you may contact AZUMA by writing to the address above. All billing disputes that cannot be settled by discussion between you and AZUMA shall be settled according to the dispute resolution process specified by the payment card issuer in the credit or debit card agreement to which you as the cardholder are a party. AZUMA reserves the right to require you to re-certify this Authorization to us at any time upon our written

request. Any disputes for any charges due to AZUMA from you under this Authorization are also subject to the dispute resolution procedures contained in the AZUMA Lease.

10) AZUMA may amend or modify the terms or conditions of this Authorization at any time with reasonable prior notice of such amendments or modifications to you, which notice shall be communicated to you in the same manner that notices and other information are communicated with you under the AZUMA Lease. If any part of this Authorization is found to be void, unenforceable or invalid, it shall not affect the other provisions of this Authorization. AZUMA's failure to enforce your strict performance of any provision of this Authorization shall not be construed as a waiver of AZUMA's right to subsequently enforce such provision or any other provision of this Authorization, nor shall it be deemed a waiver of enforcement of that or any other provision.

This Authorization is personal to you, meaning that you may not assign your rights or obligations hereunder, by operation of law or otherwise, and no third party is a valid assignee of your rights under this Authorization. You represent that you, the individual signing this Authorization, are over the age of eighteen (18) and have authority to bind yourself hereunder for the authorization of payment by credit or debit card as described herein.

This Authorization, along with the relevant portions of the AZUMA Lease, are the exclusive and entire agreement between you and AZUMA concerning charges under this Authorization. This Authorization and the AZUMA Lease, however, do not supersede the applicable terms and conditions of any payment card system or financial institution that has issued your credit or debit card, which terms and conditions remain in full force and effect. This Authorization is subject to the dispute resolution, governing law and venue provisions of the AZUMA Lease.